

BARCLAYS WEALTH

Terms and Conditions

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Section A – Important information

Barclays Wealth, the wealth management division of Barclays, operates through the Barclays Wealth Companies which are Barclays Bank PLC and relevant subsidiaries.

1. The Agreement between you and us The Agreement

Each time you sign an Application Form and Additional Terms for services from a Barclays Wealth Company, you will be entering a separate legal agreement (the “Agreement”) between you and that company for that service. The Agreement will be made up of:

- (a) these Barclays Wealth Terms and Conditions;
- (b) the Application Form and Additional Terms (including any forms of appointment of bankers) signed by you;
- (c) any further terms and conditions agreed in writing in relation to those services; and
- (d) any information on our charges, commissions, tariffs and interest rates that we give you or tell you about when you agree to the service,

in each case, as amended from time to time in accordance with the terms of the Agreement.

If these Barclays Wealth Terms and Conditions are inconsistent with any term in the other documents which make up the Agreement, the terms contained in those documents will apply.

You can ask us, at any time, for a copy of the documents setting out the Agreement.

Please note that not all products and services are available in all Barclays Wealth locations.

When the Agreement comes into effect

The Agreement comes into effect for each service you have chosen when we start providing it.

Meaning of words and expressions

Section F sets out the meaning of certain words used in the Agreement. Also, in the Agreement:

- (a) “we”, “us” and “our(s)” mean the Barclays Wealth Company which provides the service to you (as specified in the Application Form and Additional Terms signed by you);
- (b) “Barclays Group” means the Barclays Wealth Companies, their parent companies, and any companies they or their parent companies totally or partly own at any time; and
- (c) “you(r)(s)” mean any person entering the Agreement with us and, where applicable, their duly authorised representatives, legal personal representatives and successors.

If you enter the Agreement as a joint account holder, it is important that you understand the legal consequences. Paragraph 32 concerns joint accounts. If you have any doubts in relation to joint accounts or any aspect of the Agreement, you should take legal advice.

The law favours written agreements, so it is important you read carefully the documents setting out the Agreement, to ensure they contain everything you want, and nothing you are not prepared to agree. You should ensure you have been provided with all the documents setting out the Agreement, and keep these in a safe place for future reference. If you have any queries or concerns, please contact your usual Barclays Wealth contact.

Additional information

Depending on where we provide you with services under the Agreement, we may have to classify you according to any applicable Financial Services Regulations. Further details, to the extent relevant to you, may be provided in the Application Form and Additional Terms.

Section B – Instructions and other Communications

2. Giving instructions

This Paragraph 2 sets out how to give your consent to the execution of payment transactions and Investment Services.

How can you give instructions?

- 2.1 You can normally give us instructions in writing, using a card, by telephone, by online banking or any other Electronic Communications we agree with you, or in person. But there may be limits on the way that you can give us instructions. We will make clear when you apply for an account or in any Additional Terms if these limits apply.
- 2.2 We will accept instructions for transactions by fax or electronically (for example, email and other forms of internet banking) if this is stated in the Application Form and Additional Terms and/or otherwise agreed in writing with you. Unless we agree otherwise, you will be required to complete an indemnity form before you can give instructions in this way.
- 2.3 Before we will act on an instruction:
- (a) we will take steps to check that the instruction is:
 - genuine (in other words given by you); and
 - clear;
 - (b) if the instruction relates to our Investment Services, we will consider whether you are able to settle promptly any relevant transaction and whether any set dealing limit will be exceeded; and
 - (c) if the instruction relates to a Banking Account, we will consider whether the requirements of Paragraph 7 have been satisfied.
- 2.4 We will treat an instruction as genuine if:
- (a) it is given in a document (for example a cheque) that has a signature on it which we reasonably believe is your

signature or that of any person notified by you to us as authorised to give instructions on your behalf;

- (b) we are satisfied that you, or an authorised person notified by you to us as authorised to give instructions on your behalf, are who you say you are when you give us instructions in person;
- (c) where necessary, the Payment Instrument we have given you or agreed with you has been used; or
- (d) where you have not set up security procedures that involve a Payment Instrument, we believe in good faith that the instruction is from you or any authorised person and there are no circumstances we are, or should reasonably be, aware of that cast doubt on the identity of the person giving the instruction.

A “Payment Instrument” is personal to you and can be either:

- (i) a physical device, such as a card; or
- (ii) Security Information; or
- (iii) a physical device and Security Information (such as a card used with a PIN).

We have different Payment Instruments for telephone and online banking and for using cards and we may introduce new or different Payment Instruments in the future. We may, for example, change the card scheme we use for our cards or the functionality of cards and other devices. Where the change does not affect the terms of the Agreement and is to your advantage we can do this without telling you in advance.

- 2.5 If you notify us that a person is authorised to give instructions on your behalf, you will be responsible for all instructions received by us from that person, even if they do something which makes you breach the Agreement. You understand that we cannot control how an authorised signatory uses your account(s).

What procedures do you need to follow?

- 2.6 We may ask you to set up procedures to authenticate instructions you give. We recommend establishing security procedures; if you do not, it is difficult for us to know the identity of a person giving instructions.
- 2.7 Keeping Security Information secret is essential to help prevent fraud and protect your accounts and Assets. You must keep your Security Information secret at all times and must not disclose it to anyone. You must take all reasonable care to prevent unauthorised or fraudulent use of your Security Information by others. If you know or suspect that someone knows your Security Information or is impersonating you, you must contact us without undue delay using the contact details provided in the Application Form and Additional Terms. You may be liable for all banking transactions made before you contact us (see Paragraph 5) and will be liable for all investment transactions as long as they were entered into on instructions which satisfy Paragraph 2.4.
- 2.8 Where instructions are given by anyone notified to us as being authorised to give instructions on your behalf, we can continue to act on their instructions until we receive written notice from you that they are no longer authorised.
- 2.9 If we receive any Payment Order or other instruction and:
- (a) we are reasonably concerned that it may not have come from you, contains incorrect information or is illegible; or
 - (b) it is for more than a limit we set for security purposes; or
 - (c) for some other reason, such as suspected fraud, we want to check the instruction with you,
- we can ask you to confirm it (either in writing or verbally) and will not act on it until you have confirmed it. In this case, you must confirm the instruction as soon as possible to avoid any delay by us in acting on it. We will not make any payment or

otherwise carry out the instruction until that confirmation is provided.

- 2.10 We may apply financial and other limits to Payment Orders given using a Payment Instrument or, for payments by card, contactless technology. We will tell you what these limits are and may change them as long as we give you notice under Paragraph 31. To manage our risk, we also apply internal controls, including limits, to certain types of payment. We change these as necessary but, for security purposes, we do not disclose them. We may also require you to make payments over certain limits by particular methods and may charge for those transactions.
- 2.11 We may assume that the information given in an instruction is correct, unless we are aware of an obvious error. In particular, we may assume the account number quoted in any instruction is the correct account number.

When are your instructions deemed effective?

- 2.12 Instructions are effective when we receive them. Where you give verbal instructions, we will acknowledge them verbally. Otherwise, we will acknowledge instructions by acting on them. You should note that certain products that may be available to transact in (including, but not limited to, investment funds and structured products) may have deadlines for making subscriptions and/or redemptions/withdrawals. When giving us instructions in regard to such products, you should ensure that you allow reasonable time for us to process your instructions and communicate them to the product provider in order to meet the relevant deadlines. We will not be liable for any failure to meet a deadline where clear instructions are not received from you within a reasonable time prior to the deadline. Additionally, we reserve the right to require instructions in writing from you where necessary or for a particular product or service. In relation specifically to Payment Orders, we set Cut-Off Times by

which instructions must be received by us on a Working Day in order for us to process them on the same day. Details of our Cut Off Times are available on request. Further details of specific Cut-Off Times for Payment Orders are set out in Paragraph 7.

- 2.13 We can change or stop Payment Orders as set out in Paragraph 7.22 but cannot generally change or stop other instructions you give by telephone, fax or electronically because we start processing instructions when we receive them. If we are able to cancel your instructions, a charge will be made if so indicated in our published tariffs.

When may we refuse to act on an instruction?

2.14 Where a Payment Instrument has to be used to give an instruction, we may stop or suspend the use of a Payment Instrument, if we reasonably consider it necessary:

- (a) to protect the security of the Payment Instrument; or
- (b) because we suspect that there may be unauthorised or fraudulent use of the Payment Instrument; or
- (c) where you have an overdraft or Personal Reserve, because we reasonably believe that there has been a significantly increased risk that you will be unable to repay the overdraft or Personal Reserve.

If we do this, we may require you to return Payment Instruments we have given you, such as cards.

- 2.15 We can refuse to act on any instruction (including a Payment Order) or accept a payment into an account if we reasonably believe that:
- (a) by carrying out the instruction we might break a law, regulation, code or other duty which applies to us; or
 - (b) any of the conditions set out in Paragraphs 2.3 or 2.4 will not be met.
- 2.16 We can also refuse to act on any instruction (including a Payment Order) or accept a payment into your account if:
- (a) we reasonably believe that doing so might expose us (or another Barclays

Group company) to action or censure from any government, regulator or law enforcement agency; or

- (b) it is for a payment to or from, or you are trying to make a card payment in, a limited number of countries. (We will tell you which countries if you ask us or if you try to make a card payment there.)
- 2.17 Unless the law prevents us from doing so, we will try to contact you to tell you if we refuse to act on any instruction, the reasons for refusing it and what you can do to put right any errors in the instruction. We will do this at the earliest opportunity and, in the case of a Payment Order, by the time the payment should have reached the bank you asked us to make the payment to. You can also contact us to find out why we have refused to carry out your instruction.

3. Other communications

This Paragraph 3 sets out how you and we will communicate in relation to the services contemplated by the Agreement, other than where you give us instructions.

- 3.1 You may contact us in relation to the services contemplated by the Agreement as follows:
- (a) in writing;
 - (b) verbally (by telephone or in person);
 - (c) by fax or through Electronic Communications (where set out in the Application Form and Additional Terms or otherwise agreed with you); or
 - (d) by any other manner permitted by the Application Form and Additional Terms, or as otherwise agreed in writing with you.

You should use the address, telephone, fax number(s) and email address(es) provided in the Application Form and Additional Terms, or as notified to you. General contact details for Barclays Wealth Companies are set out at Paragraph 43. We will tell you if our details change.

When are your communications deemed effective?

3.2 Your communications under this Paragraph 3 are only effective when we receive them at the address or numbers referred to in Paragraph 3.1, unless Regulatory Requirements state otherwise.

How we will communicate with you

3.3 We will contact you by post, telephone, fax or using Electronic Communications using the details you have given us. Certain forms of communication are not completely secure and you must take adequate precautions to ensure that others do not access, read or use your information without your consent.

3.4 It is your responsibility to ensure that we have your current contact details, including any address(es) to which you would like us to send correspondence or statements (where different). Where we are required to send information to you, by law we have to send it to the most recent address we have for you. If you do not tell us promptly about any change to your details, the security of your information could be at risk and you may not receive communications which could be important, including notices about changes to the Agreement which affect you.

3.5 We may also communicate with you by posting notices and information on one of our websites where we consider it appropriate to do so in the context of our relationship with you, in accordance with Financial Services Regulations.

3.6 We and other members of the Barclays Group may email and/or text you with information about products and services (including those of others) which may be of interest to you. Where this method of contacting you is available, it will be indicated in the Application Form and Additional Terms or otherwise agreed with you. You may be requested to consent to

this contact when signing the Application Form and Additional Terms.

3.7 Where statements of account and notices are sent by post they will be considered received by you no later than four Working Days after posting if sent to an address within the jurisdiction in which we provide services to you under the Agreement, or 10 Working Days after posting if sent to an address outside the jurisdiction in which we provide services to you under the Agreement. Unless stated otherwise in these Barclays Wealth Terms and Conditions, the Application Form and Additional Terms, or otherwise agreed, we may send you statements of account and notices by email, in which case they will be considered received on the next Working Day. We will notify you before we start sending such statements and notices by email.

3.8 We may leave messages for you to contact us on an answering or fax machine, or with the person answering the telephone, unless you tell us not to.

3.9 We may record or monitor telephone calls and monitor Electronic Communications between us (including emails) for training purposes and so that we can check instructions and make sure that we are meeting our service standards.

3.10 You can ask us not to contact you by post, where there is a risk to the security or integrity of information in documents sent by post in a particular country. We can also refuse to send documents by post to certain countries for this reason. If we do this we will make letters or documents we need to send you available at one of our branches (or at another secure location).

3.11 You should check any confirmation statement, account or statement we give you and contact us without undue delay if you think it is not consistent with your instructions or there is any inaccuracy.

4. Electronic instructions and other communications

- 4.1 There is no guarantee that the Electronic Communications detailed in Paragraphs 2 and 3 will be secure, virus free or successfully delivered.
- 4.2 We are not liable if, due to circumstances beyond our reasonable control, Electronic Communications are intercepted, delayed, corrupted, not received, or received by persons other than the intended addressee(s). However, where we think this has happened with an Electronic Communication from you, we will try to confirm the communication with you.
- 4.3 For security, legitimate business purposes and to maintain service standards, we may monitor internet communications, including emails we send or receive, and any website we use. Where we offer computer banking services, procedures for this will be set out in the user guidance we will give you, including electronic help texts. You must follow these procedures when using the service.
- 4.4 Where we agree to accept instructions from you by email:
 - (a) we are not obliged to ask you for proof of identity or confirmation of your instructions when we receive your email instructions, but may do so by telephone call-back;
 - (b) where you give instructions from an email address which we do not recognise, or where instructions are given via email by an unknown third party, we may not act on these instructions until such time as we have carried out additional security measures and confirmed the instructions with you;
 - (c) we may not accept your instructions where we consider those instructions to be unusual, or where we believe the instructions have not come from you or are not sufficiently clear. We will take reasonable steps to notify you in such circumstances; and
 - (d) we may, but are not bound to, acknowledge receipt of your instructions. You cannot assume that we have received or acted on an email instruction until you have received an acknowledgement from us that we have done so. If your instruction or enquiry to us is urgent, you should contact us by telephone rather than by other electronic means.
- 4.5 Should you wish to contact us by email, you accept all the associated risks, including the risk of delay, network overloads, transmission errors and that messages may be intercepted, read or modified by third parties.
- 4.6 We will not be liable to you, except where we have been fraudulent or negligent, for our failure to take any action as a result of instructions you have sent us by email.

Section C – Banking Accounts

Where you establish a Banking Account, this Section C will apply. The Application Form and Additional Terms will indicate the Barclays Wealth Company providing the service to you.

5. Security and liability for unauthorised transactions

Security

- 5.1 The care of your cheques and Payment Instruments (such as debit cards, PINs and other Security Information) is essential to help prevent fraud and protect your account(s). You must do all that you reasonably can to make sure that, if the Payment Instrument is a device, it is kept secure, or, if it is Security Information, it is kept secret. In particular, it is important that you follow any instructions we give you to keep the Payment Instrument secure.
- 5.2 You must not give anyone else your Payment Instrument or any information about your Payment Instrument that would enable them to use it. For example, this means you should not store information on a mobile phone, personal organiser, browser or other hardware or software that would allow anyone using the same equipment to see the stored details. In addition you must:
- (a) try to remember any personal identifiers such as a code or PIN;
 - (b) destroy the written details we send you and never record them in a way that might be recognised by someone else; and
 - (c) change your PIN frequently.
- 5.3 If you think someone else may be able to use, or has used, your Payment Instrument (because, for example, they have your card, or have found out your password or PIN), you must notify us as soon as you can by calling us. We will usually give you a telephone number to call when we give you, or agree with you, your Payment

Instrument. You can also call your usual Barclays Wealth contact. We may require you to provide written confirmation within seven days.

- 5.4 If we ask, you must give us any information you know about the misuse of the Payment Instrument. We will pass this to the police if we think that will be useful. Once a debit card is reported as lost, stolen or otherwise liable to misuse, you must not subsequently try to use it. If it is later found or comes back into your possession, it must be cut into at least four pieces and the CHIP must be cut into at least two pieces. If we ask you to, you must return the destroyed card to the address shown on the Application Form and Additional Terms.
- 5.5 You must also tell us without undue delay if:
- (a) any account statement or cheque book includes an item which appears to be incorrect;
 - (b) you become aware of any delay in receiving your card and/or PIN; or
 - (c) you become aware of or believe there is an error or other irregularity in relation to the operation of your account.

You should do this directly in accordance with Paragraph 3, or by notifying your Relationship Manager or other Barclays Wealth contact (a summary of contact details for Barclays Wealth Companies is set out at Paragraph 43). We may require you to provide written confirmation within seven days.

Liability for Unauthorised Transactions (except cheques)

- 5.6 Subject to Paragraph 5.7, if you confirm to us that a payment from your account was not authorised in accordance with the conditions of the Agreement, we will immediately refund the amount deducted and return your account to the position it would have been in if the unauthorised

payment had not taken place. This means, for example, that we will pay any interest due to you on the amount incorrectly deducted and/or refund interest or charges which we deducted as a result of the unauthorised transaction being applied to your account. We will have no further liability to you. We may ask you to confirm in writing that you did not authorise the transaction. If we subsequently discover that you were not entitled to a refund, we shall treat the refund as a mistake and be entitled to reapply the transaction, including any interest and charges, to your account.

5.7 If there are reasonable grounds for thinking that you may not be entitled to a refund, we may investigate before giving you a refund. Any investigation will be carried out as quickly as possible in the circumstances and, unless we can show that the transaction was authorised by you or that you are liable for the transaction under Paragraph 5.8, we will immediately refund the amount deducted and return your account to the position it would have been in if the unauthorised payment had not taken place.

5.8 However:

- (a) if you have acted fraudulently, you will be liable for all payments made from your account; and
- (b) if the payment was made because you deliberately or with gross negligence failed to keep your Payment Instrument secure or your passwords (or similar) secret, you may be liable for all payments on your account(s) that take place until you tell us (as required by Paragraph 5.3) that your Payment Instrument has been lost or your passwords (or similar) have become known to someone else. After you have told us you will not have any further liability for unauthorised payments.

Unauthorised cheques

5.9 Where you tell us that you did not authorise a payment made by cheque we will need to carry out a check or investigation to verify that the payment was unauthorised. Unless we can show you are liable, we will refund any amount due to you within a reasonable period including any charges or interest you paid as a result of an unauthorised payment having been applied to your account and pay you any interest we would have paid you on that amount. Your and our liability for cheques is set by Financial Services Regulations and Regulatory Requirements.

6. Use of debit cards

6.1 Where you use a debit card to make cash withdrawals, we may add a handling charge to the amount of the cash withdrawal, as well as a fee for any foreign exchange conversion. There will be no charge for cash withdrawals made at branches of Barclays Bank PLC and those of our global alliance partners. Details of the fee and charge (if applicable) will be set out in our published tariffs.

6.2 We accept no responsibility if we do not authorise a payment (where we have a good reason and have acted reasonably), if a debit card is not accepted in payment, or for any loss or damage resulting from the way in which either decision is communicated to you.

7. Credits to and payments out of your banking account

7.1 The Application Form and Additional Terms may specify that only certain types of payments are permitted for a particular account. If that is the case, we will be entitled to refuse to accept other types of payments on that account.

Payments into your account

- 7.2 You must tell us if you are not the beneficial owner of the account or if any third party has any rights to any funds paid into the account.
- 7.3 You agree that we can deduct any applicable charges from a payment before we add it to your account.
- 7.4 The timing of payments into your accounts depends on how the payment is made and where it has come from. Although payments made into an account on a non-Working Day will not generally be processed by us until the following Working Day, in certain circumstances (such as where they are made through online banking) they will be shown on your account, and will be available to use, on that day but will be dated the following working day. However, where applicable, interest will not begin to be payable until the following Working Day.

(a) Cash payments

Cash received by us in euro, sterling (or the currency of another EEA country where we provide the service to you) before the Cut-Off Time on a Working Day will be available for you to use immediately if paid into an account denominated in the same currency. Details of our Cut-Off Times are available from your usual Barclays Wealth contact, in the published tariffs and also in branches. You can ask us for the times that apply to payments in other currencies or to accounts denominated in other currencies.

We offer a number of ways for you to pay in cash. When we receive the cash depends on how you pay it in.

Cash paid in	Received by us
Over the counter at a Barclays branch in the country where we hold your account and counted while you wait	Immediately
Over the counter at a Barclays branch in the country where we hold your account but not counted while you wait or through a self-service machine	When the money is counted (we, or a notice on the machine, will tell you when this will happen)
Over the counter in a country other than the country where we hold your account	When the money is received in the country where we hold your account (we will tell you when this will happen)
Through a night safe	When the money is counted (this will be the start of the following working day unless we tell you otherwise)
Together with other non-cash credits (for example, where cash is paid together with a cheque on the same credit slip)	At the end of the day (we will tell you if this will happen sooner)

If, in the UK, you pay in cash over the counter at the Post Office to your Barclays account, it will be received by us and credited to your account two working days after the day you pay it in. If you deposit cash over the counter at a Barclays branch in a different country to the country where we hold your account, we must first transfer it to the country where we hold the account. You can ask us when it will be received into your account.

(b) **Cheques**

Information about the clearing cycle for cheques will be provided to you separately, or on request.

(c) **Electronic payments**

An electronic payment received by us before the Cut-Off Time on a Working Day in euro or sterling (or the currency of another EEA country, or US dollars, where we provide the service to you) into an account in the same currency will be available for you to use immediately.

If you ask us, we will tell you when other electronic payments will be available for you to use.

General terms for Payment Orders

7.5 When you give us a Payment Order you must:

- (a) if the Payment Order is for making a payment to another account, tell us the account name, account number, the sort-code for the account (for payments within the jurisdiction in which your branch is situated) and any other information we ask for so that we can make the payment; and
- (b) have Funds Available to make the payment at the end of the Working Day before it is due to be made.

We will assume that you have agreed to us acting on the Payment Order if we have checked that the instruction is genuine.

7.6 In deciding whether you have Funds Available to make the payment, we:

- (a) add together the amount in your account, any overdraft and/or Personal Reserve limit and any cheques paid into your account that we are treating as available for you to use; and
- (b) take away the total amount of the payments you have asked us to make from the account which have not yet been paid (including any debit card payments we have authorised).

We do not have to take account of regular credits or any amounts received after we have decided not to make the payment.

- 7.7 If you try to make any payment from your current account when you do not have Funds Available for it, we will refuse to make the payment unless we are satisfied that you have Funds Available in other accounts or products. The only exceptions to this are for payments which fall within small allowances we may make (as explained in our published tariffs) and for payments we cannot refuse to make, for example a card payment we did not authorise before it was made.
- 7.8 If you make a payment from an account without giving the notice required for that account, we may make a charge or reduce the interest payable on the account. Details of any such charges or reductions of interest will be set out in the Additional Terms for your account.
- 7.9 Sometimes a payment is recalled by the bank that made it (for example because that bank's customer did not have enough money for the payment) and sometimes a payment is made into your account by mistake. If this happens, we will take the payment out of your account, even if we allowed you to make a payment or to take cash on the assumption that the payment would not be recalled. You may incur charges and interest on any overdrawn amount, according to the Additional Terms for your account. We may also charge a fee if a payment is recalled by another bank or if we recall a payment you have made by cheque. Details of these charges will be set out in our published tariffs.
- 7.10 In the event that we cannot recover a payment we make by mistake to your account by debiting your account we may use other methods to recover such mistaken payment (for example, pursuing a claim through the Court system). We may also take such actions where we are requested to do so (for example, under the

Faster Payments system as a result of our obligations to other financial institutions).

International payments

- 7.11 Unless we agree with you otherwise, to make an international payment, we may have to route it through other banks. If this is the case, we will use a bank that is either chosen:
- by us; or
 - by a bank in the country the payment is being sent to; and/or
 - where you have asked us to make the payment in a foreign currency, by a bank in the country where that currency is the national currency.
- 7.12 In making an international payment we are acting for you. You must ensure that both you and the person receiving the payment comply with any local laws in relation to the payment. If you do not do this and, as a result, we have to pay any costs or expenses because we were acting for you in relation to the payment, you must reimburse us for them, and for any Losses we reasonably incur, and take any steps necessary to put us in the position we would have been in had we not made the payment for you.
- 7.13 When you give us an instruction in respect of an international payment, we will ask you for certain information (including the SWIFTBIC or IBAN) to enable us to identify the bank and account into which the payment should be made. If you do not provide this information or provide additional information which is not required, we will try to obtain the information ourselves or work out what information is relevant and will make an additional charge to cover our costs in doing so. If you provide inaccurate information and the payment goes missing as a result, we will make reasonable efforts to recover the funds and reserve the right to levy an additional charge to cover our costs in doing so. Any additional charge will be notified to you.
- 7.14 If you ask us to make an international payment we will convert it into the currency of the country the payment is being sent to before we send it unless you tell us otherwise. The person receiving the payment may also have to pay charges to the other bank. Any value quoted by us is the value on the date on which funds will be available to the other bank.
- 7.15 If you ask us to make a payment in a currency other than the currency of the account it is being taken from, we will use our relevant Reference Exchange Rate for that currency, unless we have agreed a different rate with you. We have different Reference Exchange Rates for personal and business customers and depending on the size of the transaction. You can ask us for the current Reference Exchange Rate and any other charges that would apply to a particular transaction at any time through your usual Barclays Wealth contact.
- 7.16 For international Payment Instructions over a certain amount given using an online channel, a foreign exchange contract will automatically be entered into on your behalf in respect of the payment. If you decide not to proceed with the payment, you will need to pay us the costs we incur in respect of the foreign exchange contract we had entered into on your behalf. Where this is the case, we will tell you about these costs when you ask us to make the payment.
- 7.17 All card payments made in a currency other than the currency of the card account will be converted into the currency of the account by the card scheme (e.g. Visa or MasterCard) on the date it processes the transaction, using the exchange rate it uses for all such currency accounts (you can ask us for details of this rate), and a percentage commission which we set on the amount of the payment. This rate may not be the same as the rate that applied on the date the transaction was made, if the payment is processed by the card scheme after that date.

Payment Orders (except Payment Orders made by cheque)

7.18 If we receive a Payment Order before the relevant Cut-Off Time on any Working Day, we will process it on that day unless you have asked us to make it on a future date specified in your Payment Order, in which case we will process it on that date. Payment Orders and payments received after the Cut-Off Time or on (or for) a non-Working Day will be processed on the next Working Day.

- 7.19 (a) If you are making a payment in euro or sterling to a person's account at a bank in the EEA and from an account held in the EEA in euro or sterling, we will make sure that the amount of each payment you ask us to make will reach that person's bank no later than one Working Day after we received your Payment Order unless the instruction was given by paper Payment Order. In the case of a paper Payment Order we will make sure that the amount of each payment you ask us to make will reach that person's bank no later than two Working Days after we received your Payment Order.
- (b) If you are making a payment in a currency other than euro or sterling to a person's account at a bank in the EEA and from an account in the EEA we will make sure that the amount of each payment you ask us to make will reach that person's bank no later than four Working Days after we received your Payment Order.
- (c) If we receive a Payment Order on a non-Working Day we will treat it as if it was received no later than the next Working Day.

The bank receiving the payment from us is required by law to pay it into its customer's account on the day it receives the payment from us.

- 7.20 If you are making a payment to a person with an account at a bank not in the EEA or in a currency which is not an EEA currency or ask us to deduct the payment from an account which is not in an EEA currency, we will give you an indication of the date on which the payment should be received by that bank (and you can ask us for such an indication at any time). This does not mean that the person the payment is being sent to will receive the payment that day. This will depend on the banking practice of the country concerned.
- 7.21 When you give us a Payment Order, we will decide, acting reasonably, how the payment will be sent.

When we can change or cancel Payment Orders

- 7.22 The position for changing or cancelling Payment Orders is as follows:
- (a) Immediate payments: we cannot change or cancel a Payment Order given by telephone or electronically because we start processing it when we receive it. We cannot cancel a payment made using a card once you have given your consent to make the payment to a third party. This can only be done with the consent of the third party.
- (b) Future payments made by debit card: we cannot cancel these payments. You must cancel them by contacting the third party you gave your card details to.
- (c) Other payments you have instructed us to make in the future (e.g. payments by standing order and direct debit): you can cancel these payments on or before the last Working Day before the date on which the payment was due to be made.

Refunds for incorrect payments

- 7.23 If you ask us to make a payment to an account at another bank and that bank says that it did not receive the payment, we

will (without undue delay) refund the amount of the payment and return your account to the position it would have been in if the payment had not been made, except in the following cases:

- (a) There was a mistake in any of the details contained in the Payment Order you gave us. If this is the case, we will make reasonable efforts to recover the funds. We will charge you a reasonable amount to cover our costs in doing so. We will tell you the amount of the additional charge before we take the action.
- (b) We can show that the payment was received by the other person's bank. In this case, that bank may be required by law to make the payment immediately to that person.

Refunds of unspecified payment amounts within the EEA

7.24 Where you have agreed that another person can take a payment out of your account in an EEA currency (for example if you have given your debit card details to a third party in the EEA for the purpose of making a payment), you can ask us to refund a payment if all the conditions set out below are satisfied. We may ask you to provide information which is reasonably necessary to investigate whether or not you are entitled to the refund. In addition, you may also find it helpful to contact the person who took the payment from you. We will refund you the payment within 10 Working Days of receiving your request, or of receiving any further information we have requested, or we will inform you of our reasons for refusing the refund. The conditions are that:

- (a) you made the payment in the EEA and in euro, sterling or the currency of another EEA country;

- (b) the authorisation you gave did not specify the exact amount to be paid;
- (c) the amount that has been requested was more than you could reasonably have expected to pay, based on the circumstances, including your previous spending patterns; and
- (d) you make the refund request within eight weeks of the date when the payment was made from your account.

Direct Debit Refunds

7.25 If you have instructed us to make payments requested by third parties under the UK Direct Debit Scheme, we will provide refunds for any error made in accordance with the terms of the Direct Debit Guarantee (set out on the Direct Debit form or Direct Debit confirmation).

Payment Orders made by cheque

7.26 You must complete cheques so that they are not easy to alter including putting a line through unused space) and you must not put a date on your cheques which is after the date of signature. If you do, we will not be liable for any loss to you as a result of us paying a cheque before the date you have put on it.

7.27 You can stop a cheque before it has been presented to us for payment. We will make a charge for stopping a cheque on certain accounts. If we do, the charge will be set out in our published tariffs.

7.28 We may pay a cheque you have written on your account even if it is not sent to us for payment within six months of the date on the cheque. This means that, if you are asked to write another cheque because the first one you wrote seems to have been lost, you should ask us to stop the first cheque to avoid making the same payment twice.

Liability for authorised payments

- 7.29 We will not be liable to you for any Losses you suffer or costs you incur because:
- (a) we do not act on a Payment Order for any reason specified in the Agreement; or
 - (b) the details contained in the Payment Order were not correct.
- 7.30 Subject to Paragraph 7.23, the liability of any member of the Barclays Group for any loss, injury or damage resulting from any failure, delay or error in respect of a Payment Instruction will be limited to interest calculated at the rate and/or in the manner provided under applicable law or regulations governing such payments by persons generally (or, in the absence of such law or regulations, to interest at Barclays Bank Base Rate for the time being in force) and will be calculated from the end of the 3rd Working Day (for payments within the EEA) or the 5th Working Day (for all other international payments) (or any other date we specifically agree with you) following the date we accept your instructions to the date the funds are credited to the beneficiary's bank.

8. Interest and charges

- 8.1 We generally work out interest at the end of each day taking into account Payment Orders we have carried out that day for you and payments received into your account. If we work out interest differently on a particular product, we will tell you in the Additional Terms for that product.
- 8.2 Unless the Additional Terms state otherwise, interest will be credited to your account(s) quarterly in arrears. Interest is paid in accordance with the published tariffs or as agreed with you. Your account may contain a non-interest bearing minimum; if this is the case, we will tell you about this in advance in the Additional Terms.

- 8.3 When we start to pay interest on payments made into the account depends on how the payment is made and the account you are paying it into.

Payment received before the Cut-Off Time on a Working Day	Interest payable from
Cash or electronic payments in euro, sterling (or the currency of another EEA country where we provide the service to you)	The day received
Cheques payable in one of the above currencies, paid in at a Barclays branch into a savings account in the same currency	Two working days after cheque paid in
Cheques payable in one of the above currencies, paid in at a Barclays branch into an account in the same currency which is not a savings account	The day we receive or pay the amount of the cheque
Cheque payable in another currency or drawn on a bank outside the country where we provide the service to you	The day we receive or pay the amount of the cheque
Cash or electronic payments in a currency other than euro, sterling (or the currency of another EEA country where we provide the service to you)	The day received

If, in the UK, you pay in cash or cheques over the counter at the Post Office to your Barclays account, it will take two further working days for the funds to be received by us.

- 8.4 Because we treat payments as added to your account for the purpose of working out interest before we have actually received the amount of the payment, the amount shown on your statement is not always the same as the amount which is available for you to use.
- 8.5 We will pay interest on your funds without deduction of tax provided you can provide us with any forms or other evidence required to comply with any applicable legislation.
- 8.6 We will be entitled to charge you fees whenever you use any of the services we make available to your account(s) from time to time. You will be given details of our fees for using these services (including overdraft services, as explained in Paragraph 9) either when you open your account and/or from time to time. We may charge a fee if the balance on your account falls below any non-interest earning balance that you are required to maintain under the terms of your account. We may vary the interest rates and fees for our services from time to time in accordance with Paragraph 31.
- 8.7 If you try to make any payment from your account and we refuse to make it because you do not have the Funds Available for it (as set out in Paragraphs 7 or 9) we may charge you a fee. Details of the fee, if any, will be set out in our published tariffs.
- 8.8 You will be given at least 14 days advance notice on your statement of the total of any overdraft interest or certain overdraft and Personal Reserve fees that will be deducted from your account (details of these fees will be set out in our published tariffs). We work out the monthly charging period from the date you select for your statement frequency. The monthly charging period always closes two days before the statement issue date.

9. Borrowing from us

- 9.1 If you think that you may occasionally need to borrow on your personal current account, you must ask whether we can set up an overdraft and/or, on certain accounts, a Personal Reserve.
- 9.2 An overdraft allows you to borrow up to the limit we agree, if you would not otherwise have the Funds Available on your account to make a payment or a cash withdrawal. If Personal Reserve is available on an account, you can have an overdraft with or without a Personal Reserve. We do not have to agree an overdraft or Personal Reserve but, if we do, we will tell you the limits, interest rates and charges (including arrangement fees) that apply and we will confirm these details to you in writing. All borrowing facilities are subject to status. Details of our fees and interest rates are also set out in our published tariffs.
- 9.3 Overdrafts and Personal Reserves are only for short term borrowing. You should make regular payments into your account so that the amount you owe us is reduced. If you do not do this, we can require you to do so. Unless we tell you, or agree with you otherwise, any sum paid in to your account will be used to repay any amounts you owe us in the following order:
 - (a) firstly, our fees (including any insurance premiums we debit to your account);
 - (b) secondly, your Personal Reserve (where you have used a Personal Reserve and whether or not you also have an agreed overdraft with us); and
 - (c) thirdly, your overdraft (including interest).

You cannot make a payment into your account to repay a particular payment or type of payment or to reduce the amount you owe us in any different order.

- 9.4 We will review your overdraft and/or Personal Reserve limit regularly and may increase or decrease it (including removing it entirely). If we do, we will tell you in advance under Paragraph 31, unless Paragraph 9.5 applies. If we reduce or remove your limit, you will have to pay our charges for returning payments and/or for making guaranteed payments if you subsequently attempt to exceed your revised limit.
- 9.5 If you have a Personal Reserve on an account and there have been no payments into or out of that account for a period of 12 months, we will assume you do not want the Personal Reserve and we will cancel it.
- 9.6 Unless we have specifically agreed otherwise with you, we may require you to repay any or all of your overdraft and/or Personal Reserve at any time. Wherever possible, we will give you advance notice of repayment but we do not have to give advance notice. If you have a foreign currency account, you must repay any overdraft on it by making a payment in the relevant foreign currency, at the bank we use for our foreign currency accounts (we will tell you which bank this is). Until you repay us in full we will charge interest and fees (as applicable) at the rates set out in our Additional Terms both before and after any Court order in our favour for repayment.
- 9.7 If you make a payment we cannot refuse to pay and you do not have Funds Available on your account to pay it, the payment will take your account overdrawn or over your agreed overdraft or Personal Reserve limit and you will be charged a fee. Our interest rates and any fees are set out in our published tariffs.
- 9.8 You are responsible to us for any costs we reasonably incur in obtaining repayment of overdrawn balances.

10. Statements

- 10.1 We will provide statements showing the individual transactions paid into and out of your account since the previous statement, together with information about those transactions, including details of any charges made, interest payable or exchange rates used in relation to the transaction. Unless a different frequency is set out in the Additional Terms, we will provide these statements monthly for current accounts and quarterly for savings accounts. You can also ask us at any time for information about individual transactions or for a monthly statement by contacting your usual Barclays Wealth contact.
- 10.2 You are responsible for checking the information we give you and must tell us as soon as you can if it includes something which appears to you to be wrong or if a payment was not made in accordance with your instructions.
- 10.3 We will correct any entries we made by mistake on your account statement immediately after you tell us about them or we notice them.

11. The banking proposition

- 11.1 Your account may be part of a proposition which includes a number of benefits and services. A "proposition" is a grouping of benefits and services which is for the time being applicable to, or available with, your account. The key features of the benefits and services are described in the proposition brochure. Full details will be sent to you after you agree to the proposition and are available on request. Although you will not be charged for this proposition, you may incur charges if we determine that your use of the benefits and services is excessive. In this case, we will notify you that you may start to incur charges.

- 11.2 The benefits and services may be provided to you by a company in the Barclays Group or a Provider. In certain circumstances, we may wish to add to, vary or withdraw any Provider from our list of Providers without notice to you.
- 11.3 If there is, in our judgment, a material change to the proposition, we will use reasonable endeavours, to give you not less than 30 days' advance notice of the change, unless it is a change to the Banking Account itself in which case Paragraph 31 will apply.
- 11.4 In certain circumstances, we may wish to add to, vary or withdraw the different benefits and services which are provided to you as part of your proposition without notice. We will do this if:
- (a) the Provider adds to, varies or withdraws a particular benefit or service without sufficient notice; or
 - (b) we consider the addition, variation or withdrawal to be in your interests; or
 - (c) we consider that, due to some change in law or a Regulatory Requirement, the provision of a product or service by us will be unlawful, will entail additional administration or will increase the risk of liability.
- 11.5 Any fee you pay is a fee for the provision of the proposition. No part of the fee is attributable to any particular benefit or service. If you choose not to use a benefit or service, or are not eligible for a benefit or service, you will not be entitled to a refund of, or reduction in, your monthly fee.
- 11.6 You must notify us immediately if you change the jurisdiction in which you live or are normally resident. If where you live or are normally resident changes:
- (a) you may no longer be eligible to receive some of the benefits and services contemplated by the proposition and your Agreement with us; and
 - (b) it may be necessary for us to terminate our relationship with you.
- You give us your consent to liaise with, and provide personal data to, the Providers in order to provide you with the benefits and services offered to you as part of your proposition.
- 12. Special conditions relating to foreign currency accounts, cheques drawn abroad, foreign currency cheques**
- 12.1 We will hold foreign currency standing to your credit either:
- (a) in a bank we choose in the country of that currency and subject to any local practices (including Working Days) and laws. You are responsible for any exchange rate risk; or
 - (b) in a Banking Account with us.
- 12.2 Notice periods for withdrawals may vary according to the currency. Details are available upon request. In most cases, transfer of funds held in any foreign currency require two Working Days' notice.
- 12.3 When we convert foreign currency, we will do so using our Reference Exchange Rates or another rate we will tell you on the next Working Day, subject to our standard commission on foreign currency conversions (the rate of commission will vary by reference to the size and nature of the transaction concerned), which we will deduct from your account.
- 12.4 It is not possible to obtain payment for cheques and other items payable by all banks outside the jurisdiction in which we provide services to you under the Agreement. If it is possible, we will decide to "collect" the cheque or "negotiate" it. If we collect the cheque we will send it to the paying bank for you and we will only pay the amount of the cheque or, if it is in a foreign currency and you do not have an account with us in that foreign currency account, the amount of the cheque

converted into the currency of your account when we get payment from the paying bank. The time this takes depends on each bank and the country it is based in. If we negotiate the cheque we will pay the amount of the cheque (or the amount converted into the currency of your account), less our charges, into your account before we receive the payment from the paying bank. We will do this on a date we agree with you. You authorise us at your expense to take all steps we reasonably consider necessary to arrange for payment to you of any cheques payable abroad that are received for payment into your account. Negotiation and collection of cheques will be subject to the current International Chamber of Commerce Uniform Rules for Collections.

13. Online banking

- 13.1 We will take reasonable care to ensure the security of and prevent unauthorised access to our online banking services.
- 13.2 In exceptional circumstances, we may at any time suspend the operation of online banking but we will promptly notify you of any such suspension.
- 13.3 You must:
 - follow the procedures and instructions in the user guidance that we give you from time to time, including using PINsentry or any other authentication device we give you where required;
 - not attempt to change any software provided by us;
 - not copy or allow any third party to use or copy any software provided by us without our consent; and
 - tell us as soon as you can if you become aware of any failure, delay, malfunction, virus or error in the sending or receiving of instructions or any suspected fraud.
- 13.4 You should also ensure your computer, modem or any other device you use complies with the standards and requirements we tell you from time to time and carry out your own regular virus checks and security updates.
- 13.5 If you use our online banking service outside the UK you do so at your own risk, as it may be against the law in that country.
- 13.6 Unless we tell you otherwise, any software, hardware or devices we provide to you in connection with online banking is licensed to you. The copyright and all other rights in it and in any user guides or other information we provide to you, remains owned by us or by the person who licenses it to us (if applicable). You must use it exclusively in connection with the Agreement and as described in any user guide or other information we provide to you. You will obtain no rights, title or interest in any such materials or intellectual property rights relating to them.
- 13.7 The records we maintain of any online messages, instructions, payments or other transactions will be final evidence of those messages, instructions, payments or other transactions and of the time they are given or carried out except where there is an obvious mistake.
- 13.8 You are responsible if, when you use our online banking service, you give us incorrect instructions or mistakenly instruct us to make the same payment more than once.

Section D – Investment services

This Section D applies only in jurisdictions where we are regulated to provide Investment Services.

Please note that, irrespective of the Investment Service you request us to provide, where you specifically instruct us to effect a transaction without receiving advice from us on the merits of that transaction, Paragraph 17 will apply in respect of that transaction.

14. Discretionary Investment Management Service

- 14.1 Where we agree to provide you with our Discretionary Investment Management Service, the provisions of this Paragraph 14 will apply in respect of that Investment Service.
- 14.2 We will undertake an assessment of your personal and financial circumstances and will agree the Investment Strategy, a component of which will be the Investment Objective. We will manage the Assets allocated to the Investment Strategy with a view to achieving the Investment Objective, subject to any restrictions in the Investment Strategy or which otherwise apply to the provision of our services under the Agreement. To allow us to do that, you grant us full authority, at our sole discretion and without reference to you, to enter any kind of transaction or arrangement for you, including investing in any type of investments or other assets (including Regulated Collective Investment Schemes and Unregulated Collective Investment Schemes). If we decide to invest in a Collective Investment Scheme for you, the return which you receive on the shares or units which we invest in for you will be subject to the costs associated with the managing and operating of the relevant Collective Investment Scheme. We have absolute discretion when choosing the

class of shares or units which we invest in for you (which may not be the class of shares or units which incurs the lowest level of charges relative to the overall value of the Collective Investment Scheme).

- 14.3 Although we will use reasonable endeavours to achieve the Investment Objective, we will not be responsible if the Investment Objective is not achieved for any Investment Strategy you select.
15. Non-Discretionary Investment Management Service
 - 15.1 Where we agree to provide you with our Non-Discretionary Investment Management Service, the provisions of this Paragraph 15 will apply in respect of that Investment Service.
 - 15.2 We will give you investment recommendations which we reasonably consider are consistent with the Investment Objective, subject to any restrictions in the Investment Strategy or which otherwise apply to the provision of our services under the Agreement.
 - 15.3 All decisions on whether to invest in, hold or dispose of any asset are yours; we will only enter into transactions as you instruct.
 - 15.4 Where you do not follow our recommendations, we take no responsibility for the outcome. Where Assets held in connection with the Investment Strategy are Assets that were not acquired on our advice or were retained against our advice, we may, but are not obliged to, make recommendations which we reasonably consider are consistent with seeking to achieve the Investment Objective. However, you accept that not following our recommendations may reduce the likelihood of achieving the Investment Objective.
 - 15.5 Although we will use reasonable endeavours to achieve the Investment Objective, we will not be responsible if the Investment Objective is not achieved for

- any Investment Strategy you select, whether or not you acted upon our advice.
- 15.6 Subject to Paragraph 15.4, we will keep your portfolio under review to determine whether your portfolio Assets remain invested in a manner which is consistent with the Investment Strategy. We will make any necessary strategic or stock selection recommendations to you when we believe you should make changes to the contents of your portfolio. A formal portfolio review, which will reconfirm our portfolio mandate and review agreed investment activity, will be conducted at least once every year.
- 15.7 We may recommend investments in Unregulated Collective Investment Schemes.
- 15.8 Where we recommend investment in a Packaged Product, our selection will be made from the whole of the market for products of that sort. This means that we will select a Packaged Product from all providers of relevant products (and not just Barclays).
- 15.9 You may instruct us to enter any kind of transaction or arrangement for you, including investing in any types of investments or other assets (including Regulated Collective Investment Schemes and Unregulated Collective Investment Schemes) for you.
- 15.10 When we advise you to invest in a Regulated Collective Investment Scheme, we are able to provide you with a copy of the relevant Simplified Prospectus or Key Features Document. Please contact us if you wish this documentation to be sent to you.
- 15.11 When we want to make an investment recommendation, we will make all reasonable efforts to contact you using the agreed channels and the most recent and updated contact details which we hold for you. However, we are not liable where we try but are unable to contact you notwithstanding our reasonable efforts to do so.

16. Advisory Service

- 16.1 Where you request investment advice from us and we provide it, the provisions of this Paragraph 16 will apply in respect of that Investment Service.
- 16.2 We will advise you on transactions and investments (including Regulated Collective Investment Schemes and Unregulated Collective Investment Schemes) available within the range we inform you. We have no ongoing obligation to advise you on or monitor any individual investment or portfolio of investments held with us or otherwise.
- 16.3 Following our advice, you may instruct us to enter any kind of transaction or arrangement for you, including investing in any types of investments or other assets (including Regulated Collective Investment Schemes and Unregulated Collective Investment Schemes) for you.
- 16.4 All decisions on whether to invest in, hold or dispose of any asset or to enter into any agreement are yours; we will only enter into transactions as you instruct.

17. Execution-Only Dealing Service

- 17.1 Where we agree to provide you with our Execution-Only Dealing Service, the provisions of this Paragraph 17 will apply in respect of that Investment Service.
- 17.2 We will execute orders in relation to the types of investments or other assets specified in the Application Form and Additional Terms (which may include Regulated Collective Investment Schemes and Unregulated Collective Investment Schemes) for you in accordance with your instructions.
- 17.3 We will not advise you on the merits of a transaction and we are not obliged to ensure the transaction is suitable for you. Since we will not provide you with any personal recommendations, you may not benefit from the protection (if any) offered by Financial Services Regulations on the suitability of a transaction or other course of action for you.

- 17.4 Where we enter into a transaction to acquire an interest in a Regulated Collective Investment Scheme for you, we are able to provide you with a copy of the relevant Simplified Prospectus or Key Features Document. You should tell us if you want to receive this information for each transaction you undertake. If you do not inform us, we will not routinely send you copies of the Simplified Prospectus or Key Features Document.
- 17.5 All decisions on whether to invest in, hold or dispose of any asset or to enter into any agreement are yours; we will only enter into transactions as you instruct.

18. Investment Research and Analysis

- 18.1 If we give you information on investments or markets, such as research recommendations, market trends, investment analysis or commentary on the performance of selected companies, this should not be viewed as a personal recommendation or Investment Advice. This information will not be tailored to your specific investment objectives and we will not have assessed whether the relevant investment is suitable for you based on your personal circumstances in the way that we would if we were providing you with Investment Advice under the Agreement. We will comply with Financial Services Regulations in relation to the content of information on investments or markets which we may provide to you but otherwise we give no representation, warranty or guarantee as to the accuracy, completeness or suitability of such information. You should consider seeking Investment Advice from us in relation to any investment mentioned in these materials prior to dealing in that investment.
- 18.2 We are not obliged to send the information to you before or at the same time as it is made available to our staff, other clients or

other people. We are also not obliged to consider this information when giving Investment Advice or dealing for you.

19. Dealing on your behalf and settlement

- 19.1 When we execute transactions on your behalf, we will normally be required to provide best execution, and, in doing so, we will comply with our execution policy. A summary of our execution arrangements, including information about the execution venues we use (in accordance with Paragraph 19.5), is available in Schedule A. These arrangements will be reviewed and updated as necessary. When we make a material change to these arrangements, we will notify you. A material change for the purpose of this Paragraph 19 is defined as a wide-ranging change to the venues and processes used by us when executing deals and a change to the execution factors.
- 19.2 When we decide in our discretion to deal on your behalf, or you place an order to deal, we will deal promptly and to your best advantage. We may execute deals for you by entering into the deal on your behalf (acting as your agent) and/or by entering into the deal on our own account (acting as principal) and then entering into another deal with you to offer the investment to you. The deals may relate to investments issued by Barclays Bank PLC or another member of the Barclays Group. We may also rely on a third party broker to execute your order on our behalf. Neither the relationship between you and us as described in the Agreement, nor any other service that we provide to you, will give rise to any fiduciary or equitable duties on our part or that of our Associates that would prevent us or our Associates doing business of the sort indicated above and otherwise with or for other Associates and clients.
- 19.3 You authorise us to execute deals on your behalf outside of a regulated market or Multilateral Trading Facility (MTF). We will

do so when we believe it is in your best interest to transact in this way. Reasons for doing so include, but are not limited to, improvements to the pricing or liquidity conditions that can be expected from trading in this way in the investment concerned.

19.4 Please note that you are able, in some circumstances, to provide us with specific dealing instructions (for example, you may wish to stipulate the time at which a particular deal is executed, place a Limit Order, or stipulate the execution venue which you would like to be used for the transaction). If we agree to execute in accordance with such instructions, it may not be possible for us to obtain the best result that would otherwise be available to you at the time of dealing using our own dealing process. If you provide a specific dealing instruction to us, the dealing terms you receive may be adversely affected.

19.5 When we execute an order for you, we will consider a number of factors in deciding where to route your order for execution. These factors include total consideration payable (inclusive of deductions relating to third party brokerage or other external costs), yield, speed of execution, likelihood of execution and settlement, the size and nature of your order and any potential market impact that may be caused by executing your order. We will generally execute transactions with reference to the best total consideration identified and available to us at the point of dealing, unless there is a reason why it is not in your best interest to do so.

19.6 The relative importance of the execution factors may vary from deal to deal depending on the circumstances of the trade and the prevailing market conditions. When we execute your deal via our electronic dealing systems, we will automatically poll the known dealers used by Barclays Wealth to identify the best available terms. In the event that an order

cannot be executed automatically, it will be dealt manually by our dealing professionals, who will consider the circumstances of each deal and decide on the appropriate course of action. For the avoidance of doubt, this may include the prioritisation of another execution factor (such as speed or certainty of execution among others) over the best market price when it is in your best interest to do so.

19.7 You authorise us to use third party brokers to execute transactions when we act as agent on your behalf. When we do so, we will take reasonable steps to ensure that the dealing arrangements of the parties we use are sufficient to provide appropriate execution quality, having regard to our own execution arrangements where relevant. When passing orders for execution to a broker outside the EEA, you should note that brokerage standards in such markets may not be equivalent to those in the EEA. In markets outside the EEA, we will take reasonable care to identify that the brokers used provide an appropriate quality of execution in the context of the arrangements available in the market in question.

19.8 Subject to Paragraphs 19.1 to 19.7, when we provide our Discretionary Investment Management Service or we place or execute orders on your instructions, you authorise us to:

- (a) deal for you on such markets and exchanges and with or through any counterparties as we, acting reasonably, think fit;
- (b) take, or omit to take, steps (including refusing to place an order) as we reasonably believe are necessary to comply with the constitutions, bylaws, rules, regulations, customs, usages, rulings, interpretations and proper market practice of any such market or exchange and any applicable laws; and

- (c) negotiate and execute contracts with third parties (including clearing brokers and, where relevant, contracts of life insurance) on your behalf. Where we do this, we will act reasonably and use reasonable endeavours to agree such contracts on terms which are in accordance with typical market practice; and
 - (d) otherwise act as we reasonably consider to be appropriate pursuant to the Investment Service.
- 19.9 When we deal for you, we may combine your order with our own orders and orders of other clients if we believe that aggregation can generally be expected to work to the advantage of all parties concerned. However, on some occasions, aggregation may disadvantage you. When we combine orders or when an order cannot be executed as a single transaction, we may execute it in a series of deals and confirm to you the aggregate of these at an average price. We may allow brokers who deal on your behalf to combine deals with their own and their clients' deals, subject to applicable laws and regulations.
- 19.10 When we combine your order with another, we will allocate the transaction in accordance with our allocation process. When the combined order cannot be filled, we will allocate to all participants on a pro rata basis, unless it may not be in your interest to receive a reduced allocation (for example, if we are of the view that the deal is not economic when considered against dealing costs), or we are otherwise unable to do so by force of regulation or law.
- 19.11 If you place a Limit Order in respect of a share admitted to trading on a regulated market with us, and we are not immediately able to execute at the relevant price, we will publish the amount of stock and price available in order to increase its chances of execution. We will not publish orders which are large in scale compared to

normal market size as defined by Financial Services Regulations (if there is no such definition in the jurisdiction in which we provide services to you, the definition used by the FSA will apply). When you place a deal with us, you may choose to instruct us not to publish unexecuted Limit Orders.

Settlement

- 19.12 You are responsible for paying for each transaction we execute for you, whether by payment of the purchase price, delivery of the relevant assets, or otherwise as the relevant market requires. Except as agreed with us, you must pay for any investments we purchase for you on or before the settlement time. All payments, for assets purchased or otherwise, must be made in immediately available funds to the account we designate. Your payment must be made without set-off, counterclaim or deduction. If you make any withholding or deduction, you must pay additional amounts to ensure we receive the full amount due without the withholding or deduction. If you fail to pay for your transaction in the manner described above, you will be responsible for all the losses, expenses or other costs incurred by us in relation to that transaction as a result of your failure.
- 19.13 Delivery or payment by the other party to any transaction we place or execute as your agent will be your responsibility. Our obligation to deliver assets to you or to account to you or any other person on your behalf for the proceeds of sale of any assets is conditional on our receipt of the relevant assets or sale proceeds from the other party to the transaction. You must make any payment and/or deliver any cash or other assets on or before the due date:
- (a) to maintain or supplement any deposit or margin in respect of any transaction entered into between us or by us for you under the Agreement; and

- (b) to meet any other call for further funds made under the terms of any investment made for you or agreed between us against foreign exchange fluctuations.
- 19.14 Unless we expressly agree with you to the contrary, we will not knowingly sell securities for you that you do not own, or cannot deliver to the market on a timely basis. You undertake not to instruct us to do so.
- 19.15 If you instruct us to purchase an investment for you, and you fail to ensure that we are holding sufficient cleared funds on your behalf on the appropriate settlement date to pay in full for the investment on that date for any reason other than as a result of our negligence, wilful default or fraud, we may (but are not obliged to) take one or more of the following actions:
- (a) if practicable, not execute the transaction;
 - (b) settle the transaction on your behalf at our expense;
 - (c) sell, at the prevailing market price, sufficient of the investments for which settlement is outstanding to recover the amount of any shortfall; or
 - (d) sell, at the prevailing market price, sufficient of your other Assets to recover the amount of any shortfall.
- 19.16 We will act reasonably in deciding whether to take any of the actions identified in Paragraph 19.15 and which of those actions to take, having regard to the relevant circumstances at the time, including (without limitation) market conditions and the rules of any exchange or clearing house which relate to the transaction in question. Where reasonably practicable, we will attempt to notify you and obtain your agreement before we take any such action.
- 19.17 Please note we will not be responsible, and will not compensate you, for where a counterparty fails to settle a transaction.
- The only exception to this is when we specifically agree with you in writing that we will assume the risk of a counterparty failing to settle a trade. Any such exceptional agreement will be on a case-by-case basis; i.e. it will be limited to the particular trade(s) at the time and must not be interpreted as giving rise to any kind of promise, understanding, assurance or belief that we will agree to accept any similar risk in relation to any other trade at any time in the future.
- 19.18 There may be circumstances beyond our control which mean that we are unable to settle transactions into which you have entered or which we have entered into on your behalf. This may occur, for example, where the counterparty to the transaction defaults on its obligations (e.g. because it has become insolvent). If this occurs we will use our reasonable endeavours to settle the trade for you. However, there may be circumstances in which this is impossible. For example, if the trade is subject to the rules of an exchange or market then we will have to act in compliance with those rules. Where the trade has to be settled through a settlement system this may also mean that there is a significant delay in settlement or that settlement does not occur. You will remain liable for your obligations in relation to the transaction until settlement or other conclusion of the transaction occurs.
- 19.19 Where the circumstances described in Paragraph 19.18 arise, we will notify you of the problem as soon as reasonably practicable and we will discuss with you the options (if any) available to you for settlement.
- 19.20 If you instruct us to sell an investment for you and we are unable to complete settlement of the transaction on the appropriate settlement date for any reason other than our negligence, wilful default or fraud, we may, at our discretion and

without prior reference to you, buy sufficient investments, at your expense, at the prevailing market price, to enable us to complete settlement of the transaction. Where reasonably practicable, we will attempt to notify you before we take any such action.

19.21 You will be liable for any Losses incurred by us as a consequence of any of the actions described in Paragraphs 19.15 or 19.20.

19.22 In the event that we take any steps under Paragraphs 19.15 or 19.20, we will notify you of the action we have taken, together with the details of any amounts that you are required to pay as a result.

19.23 Where we enter into a Contingent Liability Transaction for you, you must transfer to us any additional assets on our request as are required to provide margin for that transaction ("Margin"). The amount of Margin needed depends, among other things, on the market price from time to time of the Margin already provided and the value of rights under the Contingent Liability Transaction. You are not entitled to the return of any Margin without our consent, which we will not unreasonably withhold. You authorise us to grant any pledge or security interest over any Assets or other assets transferred to us under this Paragraph 19. You authorise us to deposit them with, or transfer them to, any counterparty, exchange or clearing house with or through whom we effect a Contingent Liability Transaction for you. Such Margin will be subject to any applicable rules or regulations of any relevant exchange or clearing house. If you fail to provide Margin for a particular transaction, we will close out the relevant position within a period of five Working Days. We will notify you if and when a Margin or other threshold is breached.

19.24 We may deduct any amount required to discharge your obligations under Paragraphs 19.12 or 19.13, or to

compensate us for any Losses incurred when acting in accordance with Paragraphs 19.15 or 19.17, from any account you hold with us or other members of the Barclays Group (for services provided under the Agreement or otherwise) in accordance with Paragraph 34.

19.25 The securities settlement conventions in certain markets which apply to the holding of assets or settlement of transactions for you may result in a delay before proceeds of sale are received for you, or title to a security passes to you.

20. Matters relevant to specific types of investment

20.1 When we provide you with an investment service, it is important that you understand the nature of the service and the risks involved. In Schedule B, we set out information on some of the general risks of investing and the nature and risks of particular types of investments. Please ensure that you take time to read and understand this information. Further information about the products that are relevant to the service you receive from Barclays Wealth will be included in the Application Form and Additional Terms for any services we provide to you. If you wish to discuss any aspect of these risk disclosures in further detail, please contact your Relationship Manager or other Barclays Wealth contact for further details (please refer to Paragraph 43 and to the Application Form and Additional Terms for contact details).

20.2 Underwriting/sub-underwriting commitments

Unless the Agreement states otherwise, we may recommend or enter into transactions on your behalf that commit you to underwriting, sub-underwriting or similar obligations in connection with a new issue, rights issue, takeover or other similar transaction.

20.3 Stabilisation

Unless the Agreement states otherwise, we may recommend or deal for you in securities, the price of which has been influenced by measures taken to stabilise it. This is particularly the case where new issues are concerned. You should read carefully the explanation in Schedule C.

20.4 Stock lending

We may from time to time agree with you that we will engage in stock lending transactions in respect of your Assets, and full details of the transactions will be set out in any such agreement. You are advised to obtain professional tax advice before engaging in stock lending, since this could affect your tax position. We do not provide tax advice. Normally, where your Assets are used in a stock lending transaction, you will cease to own them (although you will have a right to acquire equivalent assets at a later date or their cash or redemption value). You will not usually have any voting rights nor will you be directly entitled to dividends or other rights attaching to those Assets, although the borrower will normally be required to account to you for the amount of the benefit you would otherwise have received. Because you no longer own the Assets, unless you have received collateral, your right to the return of the Assets is subject to the risk of the insolvency of, or breach of contract by, the borrower.

21. Custody Services

Generally

21.1 Where indicated in the Application Form and Additional Terms or otherwise agreed, we will provide you with our Custody Service and the provisions of this Paragraph 21 will apply. In providing our Custody Service, we are responsible for the safekeeping of your Assets (including dealing with any cash), the settlement on your behalf of any transactions we effect

under the Agreement, collecting income, the presentation for redemption or payment of any securities that are redeemed or called, and otherwise administering the Assets. We will take the steps set out in this Paragraph 21 to ensure the protection of your Assets.

- 21.2 You authorise us to employ agents (including members of the Barclays Group) to perform administrative, custodial and ancillary services to assist us in providing the services referred to in Paragraph 21.1 and you authorise us to authorise them to do the same. Our liability for all matters delegated to a member of the Barclays Group will be unaffected by the delegation. In all other cases, we will exercise reasonable skill and care in selecting, using and monitoring any agents (including sub-custodians) appointed, but will not otherwise be liable for their acts or omissions, except to the extent your Losses result from our negligence, wilful default or fraud.
- 21.3 We will keep records that make it clear that your investments are held on your behalf and do not belong to us. Where investments in our custody are held by a nominee or sub-custodian, we will take reasonable steps to ensure that the records of the relevant entity make it clear that the investments are held by or on our behalf for you and that they do not belong to us or any such nominee or sub-custodian. The purpose of this is to make clear in the event of the failure of any such entity that the investments are held on behalf of third parties and are not available to creditors of that entity if it fails. However, it cannot be guaranteed that there would be no loss of investments in the event of such a failure. Where your Assets are held by a nominee or sub-custodian outside the jurisdiction in which we provide services to you under the Agreement, it may not be possible under the applicable law for your Assets to be

separately identifiable from the assets of the nominee or sub-custodian or from our assets and, accordingly, there may be a greater risk of loss in the event of a failure of any such nominee or sub-custodian.

- 21.4 Where we consider it appropriate and in accordance with applicable Regulatory Requirements, your Assets (other than bearer stocks and other non-registrable investments) will be registered in the name of a nominee or a sub-custodian we appoint and held directly or indirectly to our order. Registration in the name of a nominee or sub-custodian may mean you lose incentives and shareholder benefits attaching to investments. We or any sub-custodian we appoint will hold any documents of title (including bearer stocks).
- 21.5 Where Assets are securities which are uncertificated or are transferable by book entry transfer, we or our sub-custodian may use a securities depository, clearing or settlement system, account controller or other participant in the relevant system to hold and transfer the investments (or entitlements to them). The investments or entitlements will be separately identifiable from any investments or entitlements held in the same system for our account.
- 21.6 Where we consider it appropriate and in accordance with regulatory requirements, your Assets may be pooled with those of other clients (including other clients of sub-custodians) in an omnibus account. In that case, individual client entitlements may not be identifiable by separate certificates, or other physical documents of title, entries on the register or equivalent electronic records. If there is an irreconcilable shortfall following any default by us or our sub-custodian, you may not receive your full entitlement and may share in the shortfall in proportion to the value of the Assets which we hold for you with our other clients or the sub-custodian's, other clients. This Paragraph 21.6 is for information

purposes and is not intended to limit any claim you may have against us in respect of a default.

- 21.7 Where there is a corporate event or other matter which involves the exercise of rights (including voting, conversion and subscription rights) that arise in relation to Assets held by us on your behalf:
- (a) if your Assets are held under our Discretionary Investment Management Service, we may deal with these matters at our absolute discretion, though we are under no obligation to do so;
 - (b) if your Assets are held under our Non-Discretionary Investment Management Service, we will not be responsible for dealing with any of these matters, although we will be entitled (at our absolute discretion) to obtain your instructions. We will not seek your instructions in respect of any voting rights, nor will we seek to exercise such voting rights. Where we do seek your instructions, then, if we do not receive your instructions within the time stated by us, we will be entitled (at our absolute discretion) to exercise our discretion to deal with these matters when it appears, in our judgment, to be advantageous to you for us to do so; and
 - (c) if your Assets are held under our Advisory Service or Execution-only Dealing Service, we will not be responsible for dealing with any of these matters, although, we will be entitled (at our absolute discretion) to obtain your instructions. We will not seek your instructions in respect of any voting rights, nor will we seek to exercise such voting rights. Where we do seek your instructions, then, if we do not receive your instructions within the time stated by us, we will take no action.

In relation to proxy voting, which we may at our absolute discretion undertake upon your specific request (though we are under no obligation to do so), we may charge you a fee which we will advise to you separately.

- 21.8 Where corporate events (such as partial redemptions) affect some but not all of the safe custody investments held in a pooled account, we will allocate the investments affected to particular clients in a fair and equitable manner as we, acting reasonably, consider appropriate (including pro rata allocation or an impartial lottery).
- 21.9 Where we become aware of any class action or group litigation proposed or taken which is relevant to any Assets, we are not obliged to tell you about it or take any other steps.
- 21.10 We will collect and receive all income, interest distributions and other payments in respect of your Assets. Where we also provide our Discretionary Investment Management Services or Non-Discretionary Investment Management Services, we will allocate them to the same Investment Strategy as that to which the relevant Assets are allocated. You authorise us to take any steps necessary to do so. If you are a US national or a non-US resident holding US Assets, we will endeavour to collect income under the appropriate reduced rate of withholding tax, provided that you complete any documentation as may be required under US laws and/or Financial Services Regulations in the jurisdiction in which we provide services to you under the Agreement.
- 21.11 Where your Assets are pooled with those of third parties, distribution of entitlements to any benefits or entitlements arising from corporate events will be allocated pro rata. Fractions of entitlements arising from this process will

be rounded down to the nearest whole unit or share. The accumulated amount of any undistributed entitlements arising from this process will be sold and the proceeds allocated pro rata. However, where this would result in an allocation to you of less than such amount as we may designate from time to time to you in writing, the amount will be accumulated with other similar amounts and dealt with as we will determine (including by retention of such amounts or payment to a charity of our choice). Pooling may mean that where an allocation or share issue has rights weighted towards smaller investors, your allocation may be less than it otherwise would have been.

- 21.12 You authorise us to arrange for some of your Assets to be held outside the jurisdiction in which we provide services to you under the Agreement. In the event that we exercise this right, different settlement, legal and regulatory systems will apply in such jurisdictions from those that apply in the jurisdiction in which we provide services to you under the Agreement. Different practices for the separate identification and segregation of clients' investments will also apply.
- 21.13 If we provide Custody Services to you under the Agreement, you may instruct us to hold Assets with another person. We do not accept responsibility for their acts or omissions and this will be at your own risk.
- 21.14 You cannot use Assets held with us as security for a loan without our prior written consent.

Cash comprised in your Assets – cash held as Client Money

- 21.15 If you complete:
- (a) an Application Form and Additional Terms for Custody Services provided by a Barclays Wealth Company other than Barclays Bank PLC; or

- (b) an Application Form and Additional Terms with Barclays Bank PLC and it holds your money as Client Money with another Approved Bank or other third party with whom the money can be held (rather than in an account with itself as banker), we will deal with your money in accordance with the Client Money Rules.
- 21.16 Unless otherwise agreed, our policy is that (except as set out in paragraph 21.19), we will hold Client Money in a client account with Barclays Bank PLC or another member of the Barclays Group; where we are unable to hold Client Money in an account with Barclays Bank PLC, Client Money will be held with Approved Banks in accordance with applicable Regulatory Requirements. Details of these Approved Banks are as published by us from time to time.
- 21.17 You authorise us to hold your Client Money outside the jurisdiction in which we provide services to you under the Agreement. In these circumstances, the legal and regulatory regime applying to the Approved Bank we use will be different from the regime in the jurisdiction in which we provide services to you under the Agreement. If the bank fails, and is thereby unable to repay all of its creditors, your Client Money may be treated differently than if it were held by a bank in the jurisdiction in which we provide services to you under the Agreement.
- 21.18 You authorise us to allow another person, such as an exchange, clearing house or intermediate broker, to hold or control your Client Money for the purposes of transactions for you through or with that other person, or to meet your obligation to provide collateral for a transaction (for example, an initial Margin requirement in connection with a derivatives transaction).
- 21.19 Where, acting reasonably, we consider it appropriate, you authorise us to place your Client Money in a qualifying money market fund (which is a Collective Investment Scheme which complies with the requirements of Financial Services Regulations in relation to the holding of Client Money). You must tell us if you do not want your money held in this way.
- 21.20 Where we effect an investment transaction on your behalf outside the jurisdiction in which we provide services to you under the Agreement, or income is paid on Assets outside the jurisdiction in which we provide services to you under the Agreement, your Client Money may have to pass through an overseas bank or an intermedate broker, a settlement agent or counterparty located outside the jurisdiction in which we provide services to you under the Agreement. The legal and regulatory regime applicable to that Client Money will be different from the regime of the jurisdiction in which we provide services to you under the Agreement. If there is a default, your position may be worse than in the jurisdiction in which we provide services to you under the Agreement, and the bank concerned may exercise a right of set-off or counterclaim in respect of money owed on any of our other accounts. Similar considerations apply to the use of intermediate brokers and settlement agents outside the EEA. Money may not be protected as effectively as it would be if held solely within the EEA.
- 21.21 We do not pay interest on Client Money other than in the circumstances set out in this Paragraph 21.21. We are entitled to withdraw and pay ourselves any interest arising on the account in which it is held. However, interest will be paid on Client Money where, in seeking to achieve your Investment Objective or otherwise implementing your instructions, we place

Client Money on deposit in an interest bearing account with a financial institution (which may be a member of the Barclays Group). The interest payable in these circumstances will depend on the size and term of the deposit. It will be based on the prevailing money market rate for deposits of a similar size and term.

- 21.22 Where we agree to pay interest on Client Money or on cash balances held by Barclays Bank PLC as banker, we will deduct tax on the interest unless permitted to pay gross under current legislation.
- 21.23 In the jurisdiction in which we provide services to you under the Agreement, Client Money Rules may differ. If this is the case it will be set out in the Application Form and Additional Terms (where applicable).

22. Client reporting

Transaction confirmation (contract note)

- 22.1 If you are a client of our Non-Discretionary Investment Management Service, Advisory Service or Execution-Only Dealing Service, a confirmation statement will be despatched in accordance with your instructions, detailing each order dealt on your behalf. Such confirmation statement will be sent to you no later than:
- (a) the first Working Day after execution; or
 - (b) the first Working Day after we receive confirmation from a third party who has executed the order.
- 22.2 Should you require information about the status of any pending order, such information will be provided to you upon request.
- 22.3 If you purchase units or shares in a Collective Investment Scheme and your orders are periodically executed as a series of orders, you will receive a confirmation statement at least once every six months detailing each order executed during that period.

Periodic valuation reports – Discretionary Investment Management Service

- 22.4 Unless we specifically agree with you otherwise, if you are a client of our Discretionary Investment Management Service, we will provide you with a valuation report on a quarterly basis. Details of all transactions during the period will be included in this report, together with details of the Assets, liabilities and any cash on account at the end of the reporting period. In addition to the valuation report that we will provide, you may elect to receive confirmation statements on a transaction-by-transaction basis.
- 22.5 If your portfolio activity includes Contingent Liability Transactions (see Paragraphs 22.6 to 22.8), you will receive a valuation report on a monthly basis.

Contingent Liability Transactions

- 22.6 A Contingent Liability Transaction is one that involves any actual or potential liability for you that may exceed the cost of acquiring the investment.
- 22.7 If your portfolio contains a Contingent Liability Transaction where the actual or potential liability has not been offset (or “covered”) by another transaction, we will notify you of any Losses that exceed any predetermined threshold agreed with you. We will do so no later than:
- (a) the close of business on the Working Day in which the threshold was exceeded; or
 - (b) the close of business on the next Working Day, where the threshold is exceeded on a non-Working Day.
- 22.8 If there are derivatives or derivative related cash balances (for example, cash held to provide Margin or for anticipated transactions in derivatives) comprised in the Assets allocated to any Investment Strategy you select which involve potential contingent liability, you will receive a statement and valuation of all Assets held:

- (a) no later than one month after the Agreement commences; and
- (b) periodically at the intervals stated in the Application Form and Additional Terms.

Client Assets statement

22.9 If we hold Assets on your behalf, you will receive a statement at least once a year detailing:

- (a) all investments and any money held by us in your account at the end of that period;
- (b) the extent to which your investments or money have been the subject of securities financing transactions (for example stock lending transactions); and
- (c) any benefit that has accrued to you by virtue of your participation in any securities financing transaction, and the basis upon which the benefit has accrued.

This information may be included within the valuation report that we routinely send to you.

Additional reporting

22.10 We may, in accordance with the Application Form and Additional Terms or otherwise, provide further client information, including specific information after the end of each tax year or when we start to provide services to you.

Valuations

22.11 We will provide you with a valuation of your Assets in each periodic statement. The valuation will be based on such market information as we reasonably consider appropriate and will be based on information from sources we reasonably believe are reliable. We accept no liability for Losses arising from inaccuracies in the data provided to us, except to the extent Losses are caused by our negligence in relying on it. Variations in market conditions will mean that the prices shown in the statements do not necessarily reflect realisable values at the time you receive a valuation.

Accuracy of statements

22.12 The statements we send you show dates on which we expect funds to be available to you. The clearing systems of some countries may cause a different value date or credit date to be used in practice. Your statements may show transactions that have not been settled, but we are not required to include unsettled transactions in your statements.

Section E – General

23. Charges, Interest And Payment

- 23.1 We will charge fees and commissions for our services under the Agreement, pay credit interest, and charge debit interest, in accordance with our published tariffs or as otherwise agreed in writing. Copies of the published tariffs are available on request. We may vary any fees, commissions and, where applicable, interest payable, on the basis provided in Paragraph 31, and any changes will be advised to you accordingly.
- 23.2 You are liable for any costs we properly incur under the Agreement, including reasonable commissions, transfer and registration fees, taxes, stamp duties and other fiscal liabilities. In particular, we will pass on brokerage charges we incur for transactions effected for you. The charges will be indicated on the confirmation and periodic statement or otherwise in accordance with Financial Services Regulations (if there is no particular requirement in the jurisdiction in which we provide services to you, we will meet the requirements of the FSA). When we effect deals for you, we may make a dealing charge as set out in our published tariffs or as we otherwise agree with you. We may pay a portion of the charge to a third party other than a member of the Barclays Group. We may also pay a portion of any dealing charges to a member of the Barclays Group.
- 23.3 We may pay interest or charge interest, fees and other charges under the Agreement by crediting the relevant account or by debiting any account you hold with us or any member of the Barclays Group in accordance with Paragraph 34.
- 23.4 We or other members of the Barclays Group may receive or retain commissions or other benefits relating to certain

categories of investments (for example Collective Investment Schemes, life assurance contracts or structured products) that we recommend or purchase in providing our services. We will provide you with further details about such arrangements as they relate to particular services prior to providing you with these services and at any point thereafter, on request.

24. Instructions to liquidate Assets and to pay cash

- 24.1 Where you instruct us to transfer cash to you or a third party, provided there are sufficient Funds Available in the relevant currency in your Assets or in a bank account you hold with us under the Agreement which are not needed to settle any transaction under the Agreement, we will process the instructions:
- (a) where it is received before the relevant Cut-Off Time on a Working Day, on that day or on any later date specified in the instruction (or the next following Working Day if that later date is not a Working Day); or
 - (b) where it is received after the Cut-Off Time on any given day or on a day that is not a Working Day, on the next following Working Day or on any later date specified in the instruction (or the next following Working Day if that later date is not a Working Day).
- We will, on request, advise you of the Cut-Off Times for telephone and other instructions.
- 24.2 Where you instruct us to transfer cash to you or a third party and there are insufficient Funds Available in your Assets, or in a bank account you hold with us under the Agreement, to effect the transfer, or where the available funds are needed to settle a transaction entered into on your behalf under the Agreement, we will take reasonable steps to promptly:

- (a) convert cash held in a bank account with us to the relevant currency; or
- (b) liquidate or, as applicable, convert Assets held on your behalf (in the case of Assets held in connection with our Discretionary Investment Management Service or Non-Discretionary Investment Management Service, in respect of whichever Investment Strategy you specify or as we otherwise reasonably determine) to realise the amount required to make the transfer in full.

We will decide whether there are sufficient Funds Available in a Banking Account you hold with us in the way set out in Paragraph 7.6. We will transfer the funds to you once sufficient funds become available in the relevant currency or on a later date as you specify in your instructions (or, where that later date is not a Working Day, on the next following Working Day). If we must liquidate Assets in order to carry out your instructions, the price obtained for those Assets may be less advantageous to you than would otherwise be the case.

- 24.3 Where you instruct us to transfer any amount to you or a third party outside the jurisdiction in which we provide services to you under the Agreement, we will make the transfer to the bank account you notify and we will have no further liability in respect of that payment once the payment is received by that bank. If you do not notify us of a bank to make or effect the payment, we will in our sole discretion appoint any bank of our choice to make the transfer in the country where the third party resides (the “Paying Bank”) to make the payment to the relevant third party and we will effect a transfer to that bank. We will exercise reasonable skill and care in the selection and use of any Paying Bank, but will not otherwise be liable for its acts and omissions. Any date for payment agreed by us is the date on which the funds will be available to the

Paying Bank or, as applicable, the bank notified by you. The ability of the bank to pay the third party on that date will depend on banking practice in the country concerned.

25. Cancellation rights

- 25.1 In certain circumstances, you may have a right to cancel the Agreement. Please refer to the Application Form and Additional Terms for further information (if any) about cancellation rights that apply in the jurisdiction in which we provide services to you under the Agreement.

26. Your obligations

- 26.1 You must ensure:
- (a) that you have full power and authority to enter into and perform the Agreement and the transactions it contemplates and, where you have appointed us to provide our Discretionary Investment Management Service, Non-Discretionary Investment Management Service, Execution Only Dealing Service or Custody Services, to give us instructions in relation to the Assets;
 - (b) where you have appointed us to provide Custody Services, as at the date transferred to us or our subcustodian or nominee, that the Assets are free from all liens and charges;
 - (c) where you have appointed us to provide our Discretionary Investment Management Service or Non-Discretionary Investment Management Service, that you will not deal in the Assets or authorise any other person to do so, and will not take or omit to take any step that will result in any lien or charge arising over the Assets;
 - (d) that any information you have provided to us for the purposes of establishing the arrangements

contemplated by the Agreement (including as to your status, residence and domicile for tax purposes) is complete and correct in all material respects; and

- (e) where you are entering the Agreement as a trustee and you have appointed us to provide our Discretionary Investment Management Service or Non-Discretionary Investment Management Service, that:
 - (i) the relevant trust is not subject to any investment restrictions or, to the extent it is, that investment of the Assets in accordance with any selected Investment Strategy will not breach those restrictions;
 - (ii) the persons entering the Agreement have the full powers of a beneficial owner in relation to the Assets; and
 - (iii) you (to the extent required by us) have provided us with a copy of the current trust deed and a complete set of any other relevant documents that define the investment powers of the trust.
- 26.2 You will notify us promptly if there is any material change to any information referred to in Paragraph 26.1 (d) and will provide any further information we reasonably request in order to enable us to perform the Agreement or comply with any applicable law or regulation. Failure to do so may adversely affect the quality of the service we are able to provide.
- 26.3 Except to the extent it results from our negligence, wilful default or fraud, or that of any member of the Barclays Group in carrying out functions delegated to it under the Agreement, you will be liable to compensate us and members of the Barclays Group in full for any Losses (including reasonable legal costs or other reasonable costs in connection with investigating and defending any claim or

liability) resulting from your failure to comply with the Agreement or arising in connection with any action properly taken by us or by our agents under the Agreement.

- 26.4 To compensate us for the additional costs we have to pay if you breach the Agreement, we will charge the standard charges set out in the tariff applicable to the account or service and the amount of any other Losses and reasonable costs which we incur because of your breach of the Agreement. These include, but are not limited to, the cost of tracing you, notifying you of the breach, communicating with you about the breach, and enforcing payment of any amount due to us. You authorise us to deduct these amounts from any account you hold with us.

27. Our liability to you

- 27.1 This Paragraph 27 applies to all circumstances in which the Agreement has not separately set out the extent of our liability to you. It does not limit any liability for which we have taken responsibility elsewhere in the Agreement.
- 27.2 We will be liable to you for any Losses you may suffer in respect of our services under the Agreement, but only to the extent it results from our negligence, wilful default or fraud.
- 27.3 We are not liable to you for any Losses you may suffer because of anything outside our reasonable control to prevent and the effect of which is beyond our reasonable control to avoid, including, but not limited to: the introduction of or any change to any law; currency restrictions, devaluations and fluctuations; acts of terrorism; war; civil unrest; acts of God; market conditions affecting the execution or settlement of transactions or the value of assets; failure or breakdown in any machine or equipment not reasonably

within our control (including any electronic device, hardware or software failing to work); the failure of any relevant exchange or clearing house; and strikes and industrial disputes not reasonably within our control. This will not exclude or limit any duty or liability we may have to you under Regulatory Requirements or as provided for under Paragraph 27.6.

- 27.4 We are not liable in any circumstances for:
- (a) loss of business, loss of goodwill, loss of opportunity, loss of profit; or
 - (b) any Losses you may suffer that we could not reasonably have anticipated when you gave us an instruction under the Agreement.
- 27.5 We are not liable to you if we fail to take any action which in our opinion is or would breach any applicable law or regulation.
- 27.6 Nothing in the Agreement will exclude or limit any duty or liability we may have to you under Financial Services Regulations or other applicable legislation.

28. Legal and tax

- 28.1 You have sole responsibility for the management of your legal obligations and tax affairs, including making any applicable filings and payments and complying with any applicable laws and regulations, including in relation to taxation. In the event that you are holding assets in an account as trustee or in any other fiduciary or non-personal capacity, you confirm that you will make relevant information provided to you by us available as often as may be required, and no less than annually, to any beneficial owner, settlor or beneficiary or other similar person who may need to receive it to enable that person to fulfill any applicable legal and tax obligations in a timely manner. You also confirm that all such persons are aware of all applicable legal and tax obligations, that we are not legal or tax advisers on those obligations

and they have undertaken, to the best of your knowledge, all necessary steps to fulfill such obligations.

- 28.2 We will not provide you with legal or tax advice and recommend that you obtain your own independent legal and tax advice, tailored to your particular circumstances. In order to provide you with information on our products and services, we may explain to you our understanding of the generic legal or tax position relating to them. We do not warrant or assume any duty of care to investigate into whether or not, or to ensure that, the information is complete, up-to-date, accurate or necessarily appropriate to or takes into account fully your circumstances. We do not assume any legal responsibility for anyone acting on the information provided.
- 28.3 There may be other taxes or costs that are not paid through us or imposed by us that you have to pay in connection with your account. You confirm that you are aware of all legal and tax obligations that apply to you arising from the products and services that we provide to you and that you will undertake all necessary steps to fulfil these obligations.
- 28.4 You will indemnify us against any tax liability and costs arising in relation to that liability that may be incurred by us in respect of transactions entered into by us on your behalf.
- 28.5 In the course of our relationship with you, we will provide you with account statements and other standard information. It is your responsibility to identify and obtain all the information that you may require to fulfil your legal and tax obligations. We will consider written requests from you for the provision of further information but you acknowledge that, unless we are required to do so by law or regulation, we are not obliged to provide such information.

28.6 You must tell us without delay of any change to your residency or citizenship status. You must also provide any information concerning your identity or affairs that we may from time to time reasonably request.

29. Conflicts of interest and material interests

29.1 The complexity and size of our business, our position within the wider Barclays Group, and our reliance on third parties at various points can occasionally lead to situations where our interests and/or those of our staff conflict with your interests. Equally, your interests may occasionally compete with those of other clients.

29.2 Where we are aware, including being made aware, that we are faced with a situation of competing interests, we will undertake all reasonable steps to protect your interests and ensure your fair treatment, in line with the duties we owe you as our client. To this effect, we have a framework in place to handle conflicts of interest, such that we act with an appropriate degree of independence from our own interests when transacting with you or dealing on your behalf. This framework comprises:

- (a) a policy that specifies the requirements for staff to identify, prevent and manage conflicts of interest, including ongoing monitoring of the effectiveness of the arrangements designed to protect your interests in the face of conflicts;
- (b) the active engagement of senior management in order to ensure our arrangements remain robust; and
- (c) mandatory training sessions to familiarise all our staff with the relevant arrangements.

29.3 Where we are not satisfied that our arrangements to handle conflicts are sufficient to prevent a conflict from potentially harming your interests, we will:

- (a) disclose the nature and source of the conflict to you; and
- (b) if appropriate, obtain your permission to proceed with the service.

29.4 On request, we will provide you with further information on how we handle conflicts of interest.

29.5 We describe below some of the types of conflicts of interest that could arise so that you are able to understand them and consent to our acting nonetheless.

Examples of such situations include:

- (a) where we or our Associates carry on business on behalf of other clients;
- (b) where recommendations we make to you differ from advice or recommendations given to other clients by us or our Associates;
- (c) where we deal on your behalf through an Associate or where an Associate is otherwise receiving an agent's commission;
- (d) where we effect, arrange or give advice on transactions in which we or an Associate benefit from a commission, fee, mark-up or markdown payable otherwise than by you and/or in respect of which we or an associate may also be remunerated by the counterparty to the transaction;
- (e) where a deal or recommendation involves investments issued by us, an Associate, a client or a client of an Associate;
- (f) where our Associates deal with you as principal for their own account or have a long or short position in securities that are held by you or in which we deal on your behalf;
- (g) where we match your transaction with that of another client by acting on their behalf as agent as well as yours;

- (h) executing a transaction or advising in circumstances where we have knowledge of other actual or potential transactions in the investment concerned;
 - (i) where we deal or recommend units in a Collective Investment Scheme in respect of which we or our Associates are the trustee, investment manager or operator (or an adviser of the trustee, investment manager or operator) of the Collective Investment Scheme or otherwise act in a similar capacity;
 - (j) where we or our Associates are involved in or act in respect of a new issue, rights issue, takeover or any other transaction or have any other relationship with an issuer of investments which is relevant to investments in which we deal on your behalf or make recommendations; or
 - (k) where our officers or employees or those of our Associates act as officers or employees of issuers of investments in respect of which we deal on your behalf or make recommendations.
- 29.6 We will ensure that transactions into which we enter on your behalf are on terms that are not materially less favourable to you than if no potential conflict had existed. Neither we nor any other member of the Barclays Group will account to you for any profit, commission or remuneration made or received from or by reason of such transactions and these amounts will not be set-off against our fees except where this is required by Financial Services Regulations (if there is no such requirement in the jurisdiction in which we provide services to you, we will meet the requirements of the FSA).
- 29.7 When conducting business for you, we may receive from or pay to a third party commissions or other benefits in relation to that business. For any such commissions or benefits, we will ensure that these arrangements provide for an enhancement of the service to which they relate and that they do not prevent us from acting in your best interests.
- 29.8 For any business where you are introduced by a third party, we may have made a payment to the introducer or pay ongoing commissions. The basis of such payments will be made available to you on request.
- 29.9 When providing services to you, we are permitted to deal in investments with you as agent and/or principal, including dealing in investments issued by Barclays Bank PLC or another member of the Barclays Group. Neither the relationship between you and us as described in the Agreement, nor any other service that we provide to you, will give rise to any duties on our part or that of our Associates that would prevent us or our Associates doing business of the sort indicated in Paragraph 29.5 except where it would not be permitted under Financial Services Regulations (if there is no such requirement in the jurisdiction in which we provide services to you, we will meet the requirements of the FSA).
- 29.10 We and our Associates provide a range of services and may possess information of a confidential or non-public nature which we are under a duty not to disclose or use for our own benefit or anyone else. We will therefore be unable to use this information on your behalf or disclose it to you. In providing our services under the Agreement, we are not obliged to disclose or take into consideration any information, fact or matter that:
- (a) has not come to the actual attention of the individual making the recommendation to you or acting on your behalf, whether or not it has come to the attention of any other person;

- (b) disclosure of which would be a breach of a duty of confidentiality to any other person or result in a breach of any applicable law or regulation; or
- (c) is held solely in a division of us or the Barclays Group in a manner that precludes its publication outside that division.

30. Your information

Using information about you

- 30.1 In order to provide you with products and services we need to collect, use, share and store personal and financial information about you which includes personal data as defined in the EU Data Protection Directive ("your information"). This includes information which we:
- (a) obtain from you or third parties, such as employers, joint account holders, credit reference agencies (who may search the electoral register), fraud prevention agencies or other organisations when you apply for the Agreement or any other Barclays Group product or service, or which you or they give to us at any other time; or
 - (b) learn from the way in which the Agreement is administered and managed, from the transactions made such as the date, amount, currency and the name and type of supplier (for example, supermarket services, medical services, transactions in assets, retail services) and from the payments which are made to and from your account
- 30.2 Where you provide personal and financial information about others (such as dependants, other family members and a joint account holder, where applicable) you confirm that you have their consent or are otherwise entitled to provide this information to us and for it to be used in accordance with the Agreement.
- 30.3 You authorise us to process and disclose your information relating to medical, health, lifestyle, ethnic background and criminal offences alleged or otherwise that is provided by you or that we obtain from third parties for the purposes of:
- (a) assessing and identifying products and services;
 - (b) applying for a product of an insurance company/organisation;
 - (c) detecting and preventing crime (including without limitation fraud and money laundering);
 - (d) transferring your information in accordance with Paragraph 30.10(f); and
 - (e) otherwise meeting our obligations under the Agreement, including but not limited to this Paragraph 30.
- 30.4 We and other companies in the Barclays Group will use your information to manage your account(s), give you statements and provide our services and products, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis), to prevent and detect fraud, money laundering and other crime, carry out regulatory checks and meet our obligations to any relevant regulatory authority, and to develop and improve our services to you and other clients and protect our interests.
- 30.5 We and other members of the Barclays Group may use your information to inform you by letter, telephone, text (or similar) messages, digital television, email and other electronic methods, about products and services (including those of others) which may be of interest to you. You may tell us at any time if you do not wish to receive marketing communications from us and/or other members of the Barclays Group by writing to us providing your full name, address and account details (please refer to Paragraph 43 and the Application Form and Additional Terms for contact details or inform your usual Barclays Wealth contact or Relationship Manager).

- 30.6 Where we and other members of the Barclays Group collect, use, share and store your information by way of electronic instructions and/or communications, such instructions and communications will be subject to Paragraph 4. Instructions and other communications that are not electronic will be subject to Paragraph 3.
- 30.7 We give your information to and receive information from credit reference agencies and fraud prevention agencies. We and other organisations may access and use this information to prevent and detect fraud, money laundering and other crimes and to make credit assessments. Examples of circumstances when your information or information relating to your partner or other members of your household may be shared include:
- (a) checking details on applications for products and services, and credit and credit-related, or other, facilities;
 - (b) managing credit and credit-related accounts or facilities;
 - (c) recovering debt;
 - (d) checking details on proposals and claims for all types of insurance;
 - (e) checking details of job applicants and employees; and
 - (f) making enquiries when you ask for any lending products or investment products and to assist in managing your account.
- 30.8 Information held about you by the credit reference agencies may already be linked to records relating to your partner or members of your household where a financial “association” has been created. Any enquiry we make at a credit reference agency may be assessed with reference to any “associated” records. Another person’s record will be “associated” with yours when:
- (a) you make a joint application;
 - (b) you advise us of a financial association with another person; or
 - (c) if the credit reference agencies have existing linked or “associate” records.
- This “association” will be taken into account in all future applications by either or both of you and will continue until one of you applies to the credit reference agencies and is successful in filing a “disassociation”. We do not give information about savings accounts to credit reference agencies.
- 30.9 Credit reference agencies keep a record of our enquiries and may record, use and give out information we give them to other lenders, insurers and other organisations. If false or inaccurate information is provided or fraud is suspected details may be passed to fraud prevention and credit reference agencies. Law enforcement agencies may access and use this information. The information recorded by fraud prevention agencies may be accessed and used by organisations in a number of countries including the jurisdiction in which we provide services to you, the UK and in other countries. Please contact us if you want to receive details of the relevant fraud prevention agencies.
- 30.10 We may disclose information about you and the management of the Agreement to the following, wherever located in the world:
- (a) other companies within the Barclays Group (that are subject to a similar duty of confidentiality);
 - (b) our partners, and companies and organisations that provide marketing services to us at our request and under our direction (that are subject to a similar duty of confidentiality);
 - (c) other companies or organisations that assist us in reviewing your financial position, to process transactions in the exercise of our discretion under the Agreement where applicable or arising from recommendations made by us to you; for example, to obtain product quotes and recommend and complete a product purchase with a product provider;

- (d) companies and organisations providing a service to us or acting as our agents, including, but not limited to, sub-contractors (including their agents) and professional advisers, on the understanding that they will keep your information confidential;
- (e) companies and organisations that assist us to process transactions under the Agreement, including, but not limited to, executing trades on an exchange;
- (f) anyone to whom we may transfer our rights and/or obligations under the Agreement;
- (g) any third party as a result of any restructure, sale or acquisition of any company within the Barclays Group, provided that any recipient uses your information for the same purposes as it was originally supplied to us and/or used by us;
- (h) your advisers (including, but not limited to, accountants, lawyers or other professional advisers) where authorised by you;
- (i) your financial adviser or agent Where transactions have been carried out through a financial adviser or agent, that person will be deemed to be your agent to whom full details of your information under the Agreement may be disclosed unless you advise us to the contrary in writing;
- (j) any person notified by you as authorised to give instructions or to use the service on your behalf for the purpose of managing and administering the service provided under the Agreement, to the extent reasonably necessary to enable us to perform the Agreement; and/or
- (k) where the Barclays Group has a duty to do so, or if law or regulation allows us to do so.

In order to make or receive payments, the details of the payment (including information relating to those involved in the payment) may be received from or

sent to another jurisdiction, where it could be accessible by regulators and authorities in connection with their legitimate duties (for example, the prevention of crime). In instructing us to make payments, you agree to this on behalf of yourself and others involved in your payments.

- 30.11 Where we transfer your information to a service provider or agent in another country (including, without limitation, countries outside the EEA), we will make sure the service provider or agent agrees to apply the same levels of protection as we are required to apply to your information and to use your information in accordance with our instructions.
- 30.12 We will retain information about you after the termination of the Agreement or if your application is declined or abandoned for as long as permitted for legal, regulatory, fraud prevention, financial crime and legitimate businesses purposes.
- 30.13 You can ask for a copy of your information we hold about you by writing to us. A fee may be charged for this service as permitted by appropriate law or regulation.

European Union Savings Directive (EUSD)

- 30.14 Savings income from the product where it is booked in an EU Member State or dependent territory applying information exchange reporting, will in the case of residents of another EU Member State or prescribed territory (other than the booking centre), be subject to information exchange reporting under the EUSD.
- 30.15 Savings income from the product where it is booked in a country applying the transitional retention tax, will in the case of residents of an EU Member State be subject to retention tax at 35% under the EUSD, unless you advise us you elect for information exchange or you qualify for an exemption from EUSD and provide us with the relevant documentation or certifications.

- 30.16 Accounts opened in Gibraltar held by:
- Residents of EU Member States other than the UK will be subject to information exchange reporting as per clause 30.14
 - Residents of the UK will be subject to the EUSD retention tax at 35% unless you advise us you elect for information exchange reporting as per clause 30.15.

30.17 For further information regarding EUSD or if you wish to elect for information exchange reporting, or think you are eligible to exclude yourself from EUSD, please contact Barclays Wealth.

30.18 Please be aware that the EUSD rules may change in future.

31. Variations

31.1 Where interest will be applied or charged to your product or account, we will tell you when you apply for it or in the Additional Terms if you have a tracker rate or a fixed rate and what it is. A “tracker rate” is a rate which moves in line with changes to a Reference Interest Rate. A “fixed rate” is a rate that we will not change or which we will not change for an agreed period. If we do not tell you that you have a tracker rate or a fixed rate on an account, you will have a “Barclays managed rate”. A Barclays managed rate is a rate we set and can change.

Terms that apply only to changing tracker rates

31.2 If you have a tracker rate on a Banking Account, that rate will change automatically, on the first working day of the month following a change in the relevant Reference Interest Rate, to reflect the corresponding change in the relevant Reference Interest Rate.

- (a) Unless we tell you otherwise in the Additional Terms, the Bank of England Bank Rate will be the Reference Interest Rate on Sterling accounts.

- (b) We will tell you of any Reference Interest Rate for accounts in other currencies. The information will be in the “Interest Rates for Savings & Bank Accounts” document applicable to your account, which you can get on our website or by calling us for a copy.

31.3 Whenever this changes, we will make the new rate available on our website and through telephone banking as soon as reasonably possible after the change.

Terms that apply only to changing exchange rates

31.4 Unless we have agreed a fixed rate with you for a particular transaction, the exchange rate used to convert foreign currency payments into or out of your Banking Account will be the Reference Exchange Rate that we have told you will apply (or will be at a margin above or below that rate if we have told you that is the case). We may apply changes to the Reference Exchange Rate immediately and without notice.

31.5 If the Reference Exchange Rate used in foreign currency payments is set by us, we can change that Reference Exchange Rate at any time.

Terms that apply only to changing Barclays managed rates

31.6 If you have a Barclays managed rate, we may change that rate if at any time there is a change (or we reasonably expect that there will be a change):

(a) in the costs we incur in providing the product or account (including funding costs if relevant); or

(b) in Regulatory Requirements.

Where we make a change to comply with a Regulatory Requirement, the change will be a fair proportion of the cost of compliance on our banking business, as reasonably estimated by us. Other changes will respond proportionately to changes in our costs. We will not change a

Barclays managed rate and our charges to cover the same cost twice.

31.7 We may also change a Barclays managed rate for a valid reason which is not set out in this Paragraph 31.

31.8 Such changes may be made without notice if the change is favourable to you. We will make the new rate available on our website and through telephone banking as soon as reasonably possible after the change. We will give you at least two months Personal Notice of other changes to a Barclays managed rate in accordance with Paragraph 31.15.

Changes to our charges

31.9 If we provide a new service or facility in connection with an account or service (including any benefits or services provided as part of an account package), we may introduce a new charge for providing you with that service or facility.

31.10 We may change our charges or introduce a new charge if there is a change in (or we reasonably expect that there will be a change in):

(a) the costs we incur in carrying out the activity for which the charge is or will be made; or

(b) Regulatory Requirements.

Any change or new charge will be a fair proportion, as reasonably estimated by us, of the impact of the underlying change on the costs we incur in our banking or investment business (as appropriate).

31.11 We may also change our charges for a valid reason which is not set out in this Paragraph 31.

Changes to other terms

31.12 We may upgrade your account or enhance the services we provide to you if we reasonably consider this is to your advantage and there is no increased cost to you.

31.13 We may also change any of the other terms of the Agreement for any of the following reasons:

(a) where we reasonably consider that:

- the change would make the terms easier to understand or fairer to you; or
- the change would not be to your disadvantage.

(b) to cover:

- the improvement of any service or facility we supply in connection with the account;
- the introduction of a new service or facility;
- the replacement of an existing service or facility with a new one;
- the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by you at any time in the previous year;

(c) to enable us to make reasonable changes to the way we look after your accounts or provide services as a result of changes in:

- the banking, investment or financial system;
- technology; or
- the systems we use to run our banking or investment business; or

(d) as a result of a Regulatory Requirement (or where we reasonably expect that there will be a change in a Regulatory Requirement).

Terms that apply to all changes

31.14 As long as you are able to end the Agreement without charge (or we agree to waive any charge that would otherwise apply), we may change any of the terms of the Agreement (including a Barclays managed rate, the amount by which a tracker rate differs from a Reference Interest Rate and our charges) for any reason not listed above, but we will not reduce a fixed or bonus rate on an account for as long as we have agreed to keep it fixed.

Notifying you of changes

- 31.15 We will give you advance Personal Notice of any change, except an interest rate change which is made automatically or immediately under Paragraphs 31.2, 31.4 or 31.8. Provided notice of a change is given to you at the most recent address we have for you, you will be bound by that change unless you terminate your Agreement under Paragraph 31.16. For a Banking Account, we will give you at least 2 months' notice. We will give you at least 30 days notice of any changes to any investment product or service.
- 31.16 When we give you Personal Notice of a change under Paragraph 31.15, we will tell you the date it comes into effect. You will be treated as accepting the change on that date unless, before then, you tell us that you want to terminate your Agreement with us and not accept the change. You will not have to pay any charges (or lose any interest up to the date of account closure) as a result of terminating in this case, and you can also ask us about the possibility of switching to another account.
- 31.17 Any new or changed charge will be shown in our tariff as soon as the new or changed charge takes effect. If we are going to carry out an activity for which the charge has changed since we last sent you a copy of our tariff, we will tell you what the new charge is before we carry out the activity.
- 31.18 Except as provided in the Agreement, no provision of the Agreement will be deemed waived, altered, modified or amended unless we otherwise agree with you in writing.
- 31.19 Our failure to insist on you strictly complying with the Agreement or any act or omission on our part will not amount to a waiver of our rights under the Agreement.

Differences for Banking Accounts that are (1) for a fixed term or (2) not in an EEA currency

- 31.20 For a Banking Account which is (1) for a fixed term deposit; or (2) is denominated in US dollars or another non-EEA currency, the above provisions will apply but with the following differences.
- (a) If we pay you a managed rate when your account is in credit (as opposed to the rate we charge when you are in overdraft), we may change that rate without notice unless the change is material. We will give you Personal Notice if the change is material. What is a "material" change, and how much Personal Notice we give you, will depend on Regulatory Requirements that have not been published when this document is prepared for printing. We will say on our website what they are as soon as they are published.
- (b) We may change the following without notice if the change is in your favour, or otherwise by giving you at least 30 days' Personal Notice:
- (i) any fees or other charges (other than interest); or
 - (ii) the margin, where you have an interest rate set at a margin above or below another rate.
- (c) If we give you notice under Paragraph (a) or (b), we will at the same time tell you the date the change comes into effect, and the change will take effect on that date.
- (i) You can, however, ask us to terminate your Agreement without notice within 30 days (60 days, in the case of a margin change) of us telling you of the change.
 - (ii) You will not have to pay any charges (or lose any interest up to the date of account closure) as a result of terminating in this case, and you can also ask us about the possibility of switching to another account.

Changes for specific Regulatory Requirements

31.21 Some of the terms of the Agreement reflect our understanding of Regulatory Requirements affecting Banking Accounts that will not have been published when this document is printed. If we find that any term is inconsistent with a Regulatory Requirement which is published after this document is printed, we will not rely on that term but will treat it as if it did reflect the relevant Regulatory Requirement. If we need to make operational changes before we can fully comply with the new Regulatory Requirement, we will make those changes as soon as reasonably practicable. We will update our terms and conditions to reflect the new Regulatory Requirement when they are next reprinted.

32. Joint accounts and trustees

32.1 Where the Agreement is entered into between us and more than one person, as regards each person (except where we have agreed otherwise in writing):

- (a) their obligations and liabilities under the Agreement are joint and several (which means, for instance, that any one person can withdraw the entire balance of a bank account and that, in the case of an overdraft or Personal Reserve, each account holder is responsible for the repayment of the entire balance and not just a share of it);
- (b) they each have authority (as full as if they were the only person entering the Agreement) on behalf of the others to give or receive any instruction, notice, request or acknowledgement without notice to the others, including an instruction to liquidate and/or withdraw Assets from our management and/or close any Banking Account;
- (c) if there is a dispute between you which we know about, we may insist that both or all of you authorise instructions to us;

- (d) any such person may give us an effective and final discharge in respect of any of our obligations under the Agreement; and
- (e) on the death (or, as applicable, dissolution) of any one or more of them, the Agreement will not terminate and we may treat the survivor(s) as the only party(ies) to the Agreement as entitled to the Assets and/or any bank account, provided that we reserve the right to act on the instructions of the LPR or liquidator of any such person who has died (or, as applicable, been dissolved) on our receiving proof of their authority.

32.2 If you would like an overdraft or Personal Reserve, we may need to give you certain information before we can provide it. We may provide that information to only one of you, namely the person requesting the overdraft or Personal Reserve.

32.3 More generally, we may contact and otherwise deal only with the account holder named first in our records subject to any legal requirements or unless you request otherwise (although, if you have a personal current account or a partnership account and each of you is at a different address, you can ask us to send statements to each of you).

32.4 We may, in our sole discretion, require an instruction to be given by all or a number of the persons entering the Agreement before we take any action under the Agreement.

32.5 You may ask us to remove a person (or persons) from a joint Banking Account, including by converting it to a sole account. We may require authority from all account holders before doing so. Any person removed from the account will continue to be liable for all obligations and liabilities under the Agreement relating to the period before they were removed from the account.

33. In the event of death

- 33.1 We need to receive notification of the death of any account holder or signatory in a form reasonably acceptable to us as soon as possible. We will require a registrar's copy death certificate in such circumstances.
- 33.2 With the exception of Paragraph 33.1, this Paragraph 33 only applies if you are a sole account holder (including where you are the sole surviving account holder following the death of a joint account holder). In the event of the death of a joint account holder (who is not the sole surviving joint account holder), you should refer to Paragraph 32.1 (e).
- 33.3 The Agreement will continue to bind your estate until terminated by your validly appointed LPR, or by us giving notice to your LPR, in accordance with Paragraph 35.
- 33.4 Where we provide you with our Discretionary Investment Management Service and you die, we reserve the right (but are not obliged) to continue to manage your portfolio in accordance with the investment mandate established for your account until such time as we are provided with instructions to the contrary by your proven LPR. Where we provide you with our Execution-Only Dealing Service and you die, we will be under no obligation to assume management of your account unless we have agreed this explicitly in writing before your death. Where we provide you with our Non-Discretionary Investment Management Service or our Advisory Service and you die, we will, if requested to do so, and subject to the provision of any additional information which we may reasonably require, offer investment recommendations or advice (as appropriate) to those people we reasonably believe are likely to be proven as your LPRs, but we will not be obliged to accept instructions from such persons until they are proven as your LPRs.
- 33.5 Once we receive the grant of representation for your estate (or such other formal appointment as applicable in your jurisdiction), we will carry out your LPR's instructions. Assets cannot be sold until any re-registration process is completed with any fees, charges and expenses owed to us accounted for. If we have not received any instructions after three months of our receipt of the grant of representation, we may re-register your holdings into your LPR's name. We will send the certificates to the registered correspondence address for your estate.
- 33.6 If your estate is too small to warrant a grant of representation, we may in our discretion accept an appropriate indemnity.
- 33.7 Notwithstanding anything in the Agreement, if the Agreement is not terminated within two years after the date of your death, we may take such action as we consider appropriate to close your account(s). Your estate or your LPR(s) will be liable for all costs associated with us taking this action, or considering taking action, except to the extent that costs arise because of our negligence, wilful default or fraud.

34. Security and set-off

- 34.1 Without prejudice to any other rights that we (and any other member of the Barclays Group) may be entitled to exercise over your assets (under the Agreement or under any other agreement with us or any other member of the Barclays Group), we (and any other member of the Barclays Group) may, subject to Financial Services Regulations, retain, transfer or sell any of your assets (under the Agreement and under any other agreement with us or any other member of the Barclays Group) so far as is necessary to enable settlement of any transactions entered into on your behalf (under the Agreement or under any other agreement with us or any other

member of the Barclays Group) and to pay any of your outstanding liabilities (under or in connection with the Agreement, or under or in connection with any other agreement with us or any other member of the Barclays Group).

34.2 We (and any other member of the Barclays Group) may, subject to Financial Services Regulations (and unless prevented by insolvency law), at any time apply any deposits or other sums at any time due to you (under the Agreement or under any other agreement with us or any other member of the Barclays Group) (regardless of the currency and whether contingent or unmatured) for the payment of any liabilities, whether absolute or contingent, or due or to become due, which you may have to us or any other member of the Barclays Group (under or in connection with the Agreement, or under or in connection with any other agreement with us or any other member of the Barclays Group), whether on your own or jointly with anyone else (and, if a joint account holder owes a debt that is due to us or any other member of the Barclays Group, we and any other member of the Barclays Group may, subject to Financial Services Regulations, use all the funds in the joint account to satisfy the debt). If there is a genuine dispute as to the payment of any liability, you may require the disputed amount to be held in a separate trust account (known as an “escrow account”) pending resolution of the dispute.

34.3 If:

- (a) we owe you money on a current, savings or other account under the Agreement or another agreement with us; and
- (b) you have failed to pay us any amount you owe us on any agreement you have with us,

we may, subject to Financial Services Regulations, use the money we owe you

to reduce or repay the amount you owe us. This is called a right of “set off”. We can use our set off right without telling you in advance if we reasonably think you will do something to prevent us from obtaining repayment by set off. If you have told us that money you hold on an account in your name is not yours, but someone else’s, we will not use the set off rights we have under the Agreement against the money in that account.

34.4 We can use our set off right where you have accounts which are only in your name as well as joint accounts as shown in the example below:

Money held on account for:	A	A	A and B	A and B
Can be set off against money owed by:	A	A and B	A and B	A

34.5 We can also set off amounts we owe you against amounts you owe other companies in the Barclays Group and set off amounts other companies in the Barclays Group owe you against amounts you owe us (unless prevented by insolvency law).

34.6 If we are legally required to hold money in an account in your name for someone else, or pay it to someone else, then unless otherwise required by law we will only hold for, or pay to, that person what is left after we have used our set off rights to repay what you owe us.

34.7 We will retain possession of your Assets as security (this right is known as a “lien”) to the extent that any costs, Losses, claims or other amounts you are obliged to pay us under the Agreement, or in respect of which you are obliged to reimburse us, remain unpaid.

34.8 Your assets may also be subject to a similar lien in favour of any sub-custodian, nominee or agent appointed by us (or the

sub-custodian, nominee or agent of any sub-custodian appointed by us) in accordance with the Agreement in respect of charges relating to the administration and safekeeping of such Assets or of any depositary or settlement system.

35. Termination

- 35.1 You may terminate the Agreement and/or close any account you hold with us, or terminate the provision of our services in relation to a specific investment mandate, by giving us 30 days' notice (or such shorter period as is reasonable) in writing in accordance with Paragraph 3.1 (you may not use an Electronic Communication for this purpose).
- 35.2 If the Agreement relates to a Banking Account to which Section C applies, we may terminate the Agreement and/or close any Banking Account you hold with us, by giving you at least 2 months' written notice (unless the Additional Terms state that the Agreement is for a fixed period). We can also give you a new bank account number and/or transfer your account to another branch if we close or combine branches, in which case we will give you at least two months' notice. Any benefit or services we provide in relation to particular accounts will end as soon as your account is closed.
- 35.3 If the Agreement relates to Investment Services, we may terminate the Agreement and/or close any Investment Services account you hold with us or terminate the provision of our services in relation to a specific investment mandate, at any time by giving you at least 30 days' written notice.
- 35.4 We may terminate the Agreement or freeze any banking or investment accounts without giving notice if we reasonably believe that you have seriously or persistently broken any terms of the Agreement, including any Additional Terms, including by:
- (a) giving us any false information at any time;
 - (b) using (or allowing someone else to use) the account or service illegally or for criminal activity;
 - (c) inappropriately authorising a person to give instructions on your account to operate it;
 - (d) behaving in a manner (for example by abusing people who work for us) that makes it inappropriate for us to maintain your account or service;
 - (e) putting us in a position where we might break a law, regulation, code or other duty which applies to us if we maintain your account or service.
- 35.5 We may also end the Agreement (and close your accounts) immediately if we reasonably believe that maintaining your account or providing an Investment Service might expose us (or another Barclays Group company) to action or censure from any government, regulator or law enforcement agency.
- 35.6 We may close an account immediately if we reasonably believe that you have become bankrupt, or you are unable to pay debts within the meaning of sections 123 or 268 of the Insolvency Act 1986 in English Law or any equivalent law in other jurisdictions, or any step, application or proceeding has been taken by you or against you or in respect of the whole or any part of your undertaking, for a voluntary arrangement or composition or reconstruction of your debts, winding up, dissolution, administration, receivership or otherwise.
- 35.7 You will only be eligible to use the benefits and services provided to you under the Agreement subject to your status and after you have complied with any relevant eligibility criteria. Details of any applicable eligibility criteria may be set out in the Application Form and Additional Terms and may be varied by us, at our discretion, from time to time. If at any point in time

- you fail to meet these eligibility criteria, we reserve the right to terminate the Agreement, terminate the relevant service, or move you to an alternative service where you meet the relevant eligibility criteria, in each case on notice in accordance with Paragraphs 31, 35.2 or 35.3 unless Paragraph 35.4 applies. This includes the situation where you are, or become, resident in a country or territory with legal or regulatory restrictions on our continuing to provide the relevant service to you.
- 35.8 On a termination where you have a Banking Account with us, we may choose not to close your account until you have returned any payment instrument we have given you (such as debit cards, PINsentry or other authentication devices and online banking software) and any unused cheques and you have repaid any money you owe us, including the amount of any cheques, card transactions or other Payment Orders you have made, which have not been taken out of your account.
- 35.9 Termination of the Agreement or of the provision of our services in relation to an investment mandate will not affect any contractual provisions intended to survive termination or any accrued rights, liabilities or existing commitments (including those in relation to any transactions entered into at the date of termination but unsettled, which will be completed expeditiously by us). Following termination, you will pay any additional reasonable expenses necessarily incurred by us or on our behalf in terminating the Agreement or for our services in respect of the relevant investment mandate. Where a Banking Account is terminated, we will make no such charge unless the Agreement is terminated within the first 12 months. You will bear any Losses necessarily realised in settling or concluding outstanding obligations.
- 35.10 Where you hold investments (including, for example, investments in hedge funds) which we reasonably believe are inappropriate for transfer, we will procure the sale or redemption of such holdings as soon as is reasonably practicable and will pay the net proceeds to you.
- 35.11 On a termination of the Agreement (other than a cancellation under Paragraph 25), you will pay our fees pro rata to the date of termination.
- 35.12 On termination of the Agreement, we will transfer your Assets to you, or sell any investments and pay the proceeds to you, in accordance with your instructions and in default of any such instructions we will take such reasonable steps as are necessary to return your Assets to you.
- 35.13 When you close a Banking Account it is your responsibility to cancel any direct payments to or from your account. Where someone attempts to make a payment into an account which has been closed, we will take reasonable steps to return the payment to the sender.
- 36. Complaints**
- 36.1 We have procedures for handling client complaints fairly and promptly. If you have a complaint, you should contact us in accordance with the methods set out below or obtain a copy of our complaints handling procedures.
- In person: visit your local branch and speak to a member of staff. If you have a Relationship Manager, you can contact them on their direct phone number, by post or at their email address.
 - By post, phone or email: please refer to the Application Form and Additional Terms for these contact details. If you email us, we usually reply to you by email. However, if we need to refer to confidential information or enclose copies of important documents, we may contact you by post instead.

- Alternatively, where your complaint relates specifically to the service provided under the Agreement, you should contact the Barclays Wealth Company that provides the service to you (please refer to Paragraph 43 to for the contact details for the relevant Barclays Wealth Company, or refer to the Application Form and Additional Terms).
- 36.2 If the complaint cannot be resolved to your satisfaction, you should ask for your complaint to be raised with the Chief Executive of Barclays Wealth.
- 36.3 If we are unable to resolve your complaint in a timely or satisfactory manner, and if you are an eligible complainant, you may be able to refer your complaint to the regulator of financial services in the jurisdiction in which we provide services to you under the Agreement and/or any separate body tasked with handling complaints with respect to financial services (for example, a financial services ombudsman). Please consult the Application Form and Additional Terms, or request further details from your usual Barclays Wealth contact.
- 36.4 The Financial Services Regulations may offer a scheme for compensating you if we are unable, or likely to be unable, to satisfy claims against us. If a scheme is offered, the Financial Services Regulations will specify who (if anyone) is eligible to receive compensation and in what circumstances, whether the situation is covered by any scheme and how much compensation can be paid. If a scheme is offered, the compensation payable may be subject to a maximum amount and different limits may apply depending on the service/product to which the claim relates. Further information about whether any protection is offered to you in the jurisdiction in which we provide services to you may be set out in the Additional Terms for the relevant product and/or service.
- 37. Assignment**
- 37.1 Other than to companies within the Barclays Group, you may not transfer, assign or charge your accounts or any of your rights or obligations under the Agreement.
- 37.2 We may transfer our rights under the Agreement to any member of the Barclays Group without your further consent, provided that:
- (a) we have given you at least the following amount of notice of the transfer (unless that is impracticable in the circumstances): for Banking Accounts, two months; for any investment product or service, 30 days; and
 - (b) you have not given notice terminating the Agreement under Paragraph 35 on a date before the date of transfer.
- 37.3 Where we propose to transfer a material part of our assets to a member of the Barclays Group, we may also transfer all of our rights, powers, obligations and liabilities under or in connection with the Agreement without your further consent, provided that:
- (a) we reasonably consider the member of the Barclays Group is capable of performing the Agreement;
 - (b) we have given you at least the following amount of notice of the transfer (unless that is impracticable in the circumstances): for Banking Accounts, two months; for any investment product or service, 30 days; and
 - (c) you have not given notice terminating the Agreement under Paragraph 35 on a date before the date of transfer.
- On the date specified in the notice, the member of the Barclays Group will acquire all the rights, powers, obligations and liabilities it would have had if it had been an original party to the Agreement in substitution for us, you will be released from any further obligation to us, and we

will be released from any further obligation to you.

- 37.4 For the purposes of giving you written notice under this Paragraph 37, if we are not reasonably able to serve written notice on you personally, we may instead give you notice by publishing a notice of the transfer in any newspaper of general circulation.

38. Delegation

- 38.1 We may delegate any of our functions and responsibilities under the Agreement to a member of the Barclays Group (with or without a power further to sub-delegate), provided that we reasonably consider it capable of discharging those functions and responsibilities. Any such delegation or subdelegation may be to persons or agents outside the jurisdiction where we provide the services to you. Our liability to you for the matters delegated will not be affected as a result. We will give you 30 days' written notice of the delegation of any function that involves the exercise of our investment discretion on your behalf.
- 38.2 We may employ members of the Barclays Group and third parties to perform dealing and administrative services that are necessary to enable us to perform the Agreement without further notice or consent.

39. Law, jurisdiction and language

- 39.1 The Agreement and our relationship with you will be governed by, and interpreted in accordance with, the law applying in the jurisdiction in which we provide services to you under the Agreement (see the Application Form and Additional Terms for further details). The Agreement is supplied in English, and all communication between you and us will be in English.
- 39.2 The Courts of the jurisdiction in which we provide services to you under the Agreement have (subject to Paragraph 39.3) exclusive jurisdiction to settle any

dispute arising in connection with the Agreement, including its creation, validity, effect, interpretation or performance, and, for such purposes, the parties irrevocably submit to the jurisdiction of the Courts of the jurisdiction in which we provide services to you under the Agreement (see the Application Form and Additional Terms for further details).

- 39.3 Where we provide services to you outside the UK, either party, in bringing proceedings in relation to the Agreement may choose to bring such proceedings in the Courts of England and Wales and the parties agree that, if either party makes that choice:
- (a) the provisions of Paragraph 39.2 will not apply;
 - (b) the Courts of England and Wales will have exclusive jurisdiction to settle any disputes of the nature referred to in Paragraph 39.2; and
 - (c) the parties irrevocably submit to the jurisdiction of the Courts of England and Wales.
- 39.4 Service of legal process or any other documents in connection with proceedings in any Court may be achieved by the registered mailing of copies to your last address shown in our records or in any other manner permitted by the law applying in the jurisdiction in which we provide services to you under the Agreement, the law of the place of service, or the law of the jurisdiction where proceedings are instituted.
- 39.5 To the extent there is any conflict between the Agreement and our duties under any applicable laws from time to time, (including the rules and regulations of the stock market in the jurisdiction in which we provide services to you under the Agreement), we will be permitted to act in such manner as we reasonably consider necessary to comply with those laws and will not be treated as having breached the Agreement as a result.

40. Severability

- 40.1 Each provision of the Agreement is severable. To the extent that any provision is or becomes invalid, unenforceable or contrary to any applicable law, it will be given no effect and will be deemed not to be included in the Agreement, but without invalidating any of the remaining provisions of the Agreement.

41. Third party rights

- 41.1 Subject to Paragraph 41.2, a person who is not a party to the Agreement will have no rights under the Contracts (Rights of Third Parties) Act 1999 in the UK, any equivalent law in other jurisdictions, or otherwise to enforce any of its terms.
- 41.2 Any member of the Barclays Group may enforce Paragraphs 34.1 and 34.2.

42. Entire agreement

- 42.1 The Agreement sets out the entire agreement and understanding between you and us with respect to its subject matter. It supersedes all previous agreements and understandings between you and us with respect to its subject matter, which will cease to have any further force or effect on the effective date of the Agreement. This Paragraph 42.1 will not exclude or limit any liability or remedy in respect of fraudulent misrepresentation.

43. Information about Barclays Wealth

- 43.1 These Barclays Wealth Terms and Conditions support the main business of the Barclays Wealth Companies, which is the provision of banking and investment services. Important information concerning these companies, and the business areas that operate within these companies, is set out below.

Barclays Wealth is the wealth management division of Barclays and operates through Barclays Bank PLC and its subsidiaries. Barclays Bank PLC is registered in England and authorised and regulated by the FSA (Registered No: 1026167; FSA Reference No: 122702). The registered office is 1 Churchill Place, London E14 5HP.

Barclays Stockbrokers is the group name for the businesses of: Barclays Stockbrokers Limited, a member of the London Stock Exchange and PLUS. (Registered No: 1986161; FSA Reference No: 124247); Barclays Sharedealing (Registered No: 2092410; FSA Reference No: 139258); Barclays Bank Trust Company Limited (Registered No: 920880; FSA Reference No: 119184). Registered VAT No: 243 8522 62. All companies are registered in England and the registered address is: 1 Churchill Place, London E14 5HP. All companies are authorised and regulated by the FSA. Website: www.BarclaysStockbrokers.co.uk

Barclays Wealth Advisory Service business is carried on by Barclays Stockbrokers Limited, a member of the London Stock Exchange and PLUS. (Registered No: 1986161; FSA Reference No: 124247). Registered in England and the registered address is: 1 Churchill Place, London E14 5HP. Authorised and regulated by the FSA. Website: www.barclayswealth.com

Barclays Wealth Intermediaries business is carried on the following legal entities:

Barclays Bank PLC is registered in England and is authorised and regulated by the FSA. (Registered No: 1026167; FSA Reference No: 122702). Registered Office: 1 Churchill Place, London E14 5HP.

Barclays Bank PLC is licensed by the Isle of Man Financial Supervision Commission to take deposits and carry out investment business.

Barclays Bank PLC is regulated by the Jersey Financial Services Commission.

Barclays Bank PLC is licensed under the Banking Supervision (Bailiwick of Guernsey) Law 1994, as amended, and the Protection of Investors (Bailiwick of Guernsey) Law 1987, as amended.

Barclays Bank PLC. Registered in England. Registered No:1026167. Registered Office: 1 Churchill Place, London E14 5HP. Authorised by the Gibraltar Financial Services Commission to conduct banking and investment business in Gibraltar. Barclays Bank PLC is authorised and regulated by the FSA and is incorporated and registered in England. Registered No: 1026167. Registered Office: 1 Churchill Place, London E14 5HP. Its members have limited liability. This document has been approved by Barclays Bank PLC. Singapore Company Registration No: F02302W.

Barclays Bank PLC is authorised by the Central Bank of Cyprus to conduct banking and investment business.

Barclays Bank PLC is registered with the Securities and Futures Commission in Hong Kong (CE No. AAJ160) and is authorised and regulated by the Hong Kong Monetary Authority. Main business address in Hong Kong: 42/F Citibank Tower, 3 Garden Road, Central, Hong Kong. The contents of this document have not been reviewed by any regulatory authority in Hong Kong.

Barclays Private Clients International Limited, part of the Barclays Group. Incorporated in the Isle of Man. Registered No: 5619C. Registered Office: Barclays House, PO Box No. 9, Victoria Street. Douglas, Isle of Man, IM99 1AJ. Barclays Private Clients International Limited is licensed by the Isle of Man Financial Supervision Commission to take deposits and carry out investment business.

Barclays Private Clients International Limited is regulated by the Jersey Financial Services Commission to carry on deposit-taking business under the Banking Business (Jersey) Law 1991 and for the conduct of investment business under the Financial Services (Jersey) Law 1998. Barclays Private Clients International Limited is licensed under the Banking Supervision (Bailiwick of Guernsey) Law 1994, as amended, and the Protection of Investors (Bailiwick of Guernsey) Law 1987, as amended.

Barclays Wealth International business is carried on by the following legal entities: Barclays Bank PLC is registered in England and is authorised and regulated by the FSA. Registered No: 1026167. Registered Office: 1 Churchill Place, London E14 5HP.

Barclays Bank PLC is authorised by the Gibraltar Financial Services Commission to conduct banking and investment business in Gibraltar.

Barclays Private Clients International Limited, part of the Barclays Group. Incorporated in the Isle of Man. Registered No: 5619C. Registered Office: Barclays House, PO Box No. 9, Victoria Street. Douglas, Isle of Man, IM99 1AJ. Barclays Private Clients International Limited is licensed by the Isle of Man Financial Supervision Commission take deposits and carry out investment business.

Barclays Private Clients International Limited is licensed under the Banking Supervision (Bailiwick of Guernsey) Law 1994, as amended, and the Protection of Investors (Bailiwick of Guernsey) Law 1987, as amended.

Barclays Private Clients International Limited is regulated by the Jersey Financial Services Commission.

Gerrard business is carried on by Gerrard Investment Management Limited, which is authorised and regulated by the FSA and is a member of the London Stock Exchange. The company is registered in England (Registered no: 2752982; FSA Reference No: 155595). Gerrard Investment Management Limited is a subsidiary of Barclays Bank PLC. The registered office is 1 Churchill Place, London E14 5HP. Website: www.gerrard.com

Section F – Definitions and Interpretation

44. Definitions

“Advisory Service” means the services described in Paragraph 16;

“Agreement” has the meaning set out in Paragraph 1;

“Application Form and Additional Terms” means the application form completed and signed by you requesting the provision of services from a Barclays Wealth Company which incorporates these Barclays Wealth Terms and Conditions and the Additional Terms;

“Approved Bank” is a bank or other financial institution that satisfies the conditions, stipulated by the regulator of financial services in the jurisdiction in which we provide services to you under the Agreement, for it to be able to hold Client Money and undertake banking business;

“Assets” means the portfolio of assets (including uninvested cash) from time to time in respect of which we provide our Discretionary Investment Management Service, Non-Discretionary Investment Management Service or Custody Services under the Agreement. Where the term is used in connection with the provision of our services as custodian, it will not include any assets for which you have appointed a third party custodian or any assets comprised in any Individual Savings Accounts (ISAs) of which we are the manager and which are identified in the investment management mandate or by reference to which you otherwise direct us in writing to provide our services under the Agreement;

“Associate” means a member of the Barclays Group;

“Banking Accounts” mean current or deposit accounts with a Barclays Wealth Company;

“Barclays Group” has the meaning set out in Paragraph 1;

“Barclays Wealth” is the wealth management division of Barclays, operated through Barclays Bank PLC and its subsidiaries;

“Barclays Wealth Company” includes each of Barclays Bank PLC, Barclays Bank (Suisse) SA, Barclays Bank Trust Company Limited, Barclays International Fund Managers Limited, Barclays International Investments (Malta) Limited, Barclays Life Assurance Company Limited, Barclays Private Bank & Trust Limited, Barclays Private Bank & Trust (Cayman) Limited, Barclays Private Bank & Trust (Isle of Man) Limited, Barclays Private Clients International Limited, Barclays Sharedealing, Barclays Stockbrokers Limited, Barclays Wealth Corporate Officers (Isle of Man) Limited, Barclays Wealth Fund Managers (Guernsey) Limited, Barclays Wealth Fund Managers (Isle of Man) Limited, Barclays Wealth Management Jersey Limited, Barclays Wealth Trustees (Isle of Man) Limited, Barclays Wealth Trustees (Jersey) Limited, Gerrard Investment Management Limited, Gerrard Financial Planning Limited, Walbrook Group Limited, Walbrook Investment Consultants Limited and any other company or companies designated to Barclays Wealth by the Barclays Group from time to time;

“Client Money” means, in accordance with any applicable Client Money Rules, money of any currency that we receive or hold for you, or on your behalf, in the course of, or in connection with, the business contemplated by the Agreement other than money which is due and payable by you to us or a third party (which may or may not be called “client money” under the Client Money Rules in the jurisdiction in which we provide services to you under the Agreement);

“**Client Money Rules**” means Financial Services Regulations and financial services legislation in the jurisdiction in which we provide services to you under the Agreement that concern the holding of Client Money;

“**Collective Investment Scheme**” is a scheme which consists of arrangements for the management of property of any description the purpose or effect of which is to enable participants in the arrangements to receive income or profits arising on the same, such as open-ended investment companies, unit trusts and investment trust companies;

“**Contingent Liability Transaction**” means a transaction involving a derivative under the terms of which you will or may be liable to make further payments (other than charges, commission and tax) when the transaction falls to be completed or on the earlier closing out of the transaction;

“**Custody Services**” means the services described in Paragraph 21;

“**Cut-Off Time**” means the time, towards the end of the working day, by which we must receive all Payment Orders and payments into a payment account (including cash) if they are to be processed that day;

“**Discretionary Investment Management Service**” means the services described in Paragraph 14;

“**EEA**” means the European Economic Area, which is all the countries in the EU plus Iceland, Norway and Liechtenstein;

“**Electronic Communications**” means any form of message made by any type of telecommunication, digital or information technology device (including the internet, digital television, email and text (or similar) message);

“**EUSD**” has the meaning set out in Paragraph 30;

“**EU**” means the European Union;

“**Execution-Only Dealing Service**” means the services described in Paragraph 17.

“**Faster Payments**” means the faster payments service operated by APACS (Administration) Limited or CHAPS Clearing Company Limited as the case may be and which Barclays Wealth uses as appropriate;

“**Financial Services Regulations**” means the legal requirements on us, from time to time, governing the provision of financial services in the jurisdiction in which we provide services to you under the Agreement;

“**FSA**” means the Financial Services Authority in the UK;

“**Funds Available**” means funds available; this, in the context of Payment Orders, is further explained in Paragraph 7.6;

“**Guaranteed Transaction**” means a transaction that we cannot refuse;

“**Guaranteed Transaction Fee**” means a fee charged for each item (for example, cheques, debit card payments, Direct Debits, or standing orders) which is paid because we cannot refuse to pay it even though you have exceeded your authorised Personal Reserve or overdraft amount;

“**Investment Advice**” means advice given to you on investments by us as part of the Discretionary Investment Management Service, Non-Discretionary Management Service or Advisory Service which we provide;

“Investment Objective” means the investment objective and financial goals which help to determine the investments to be selected for each Investment Strategy;

“Investment Services” means our Discretionary Investment Management Service, Non-Discretionary Investment Management Service, Advisory Service, Execution Only Dealing Service and Custody Services;

“Investment Strategy” means each of the investment strategies or investment criteria agreed between you and us in the Application Form and Additional Terms (or as varied from time to time);

“Key Features Document” is a document providing a summary of the key features of a product that is sometimes provided where someone acquires or enters into a Packaged Product;

“Limit Order” means an instruction to buy an investment at its specified price limit or better and for a specified size;

“Losses” means all losses, costs, expenses, damages and liabilities;

“LPR” means Legal Personal Representative;

“Margin” has the meaning set out in Paragraph 19.23;

“Multilateral Trading Facilities” has the meaning set out in Schedule A, Part 2;

“Non-Discretionary Investment Management Service” means the services described in Paragraph 15;

“Off-Exchange Trading” has the meaning set up to it in Schedule A, Part 2;

“Packaged Product” means (a) a life policy; (b) a unit in a regulated collective investment scheme; (c) an interest in an investment trust savings scheme; (d) a stakeholder pension scheme; (e) a personal pension scheme; whether or not (in the case of (a), (b) or (c)) held within a wrapper and whether or not the packaged product is also a stakeholder product;

“Paying Bank” has the meaning set out in Paragraph 24.3;

“Payment Instrument” has the meaning set out in Paragraph 2.4;

“Payment Order” means an instruction to make payments (for example, by direct debit, cheque or direct transfer) or cash withdrawals;

“Personal Notice” means any notice sent to you by post or electronically, including notices sent with a statement;

“Personal Reserve” means a borrowing service that we can provide in addition to or instead of an overdraft where we make additional Funds Available to you up to a pre-authorised limit to cover payments, for example when there are insufficient funds in your current account, or a transaction will cause you to exceed the limit of your overdraft;

“PIN” means personal identification number;

“Provider” means an external provider of benefits and services to you under the Agreement or any other agreement you have with Barclays Wealth

“Reference Exchange Rate” is a rate for converting one currency into another which we set and make publicly available or comes from another publicly available source (such as a rate

set by Visa or MasterCard);

“**Reference Interest Rate**” is a rate on which a tracker rate will be based, as set out in Paragraph 31.2;

“**Regulated Collective Investment Schemes**” means Collective Investment Schemes that can be marketed to the public generally in the jurisdiction in which we provide services to you under the Agreement;

“**Regulatory Requirement**” is any obligation (i) we have to comply with under any law or regulation (including any tax legislation or rules made by an applicable regulatory body), or as the result of a decision by a Court, ombudsman or similar body, or (ii) under any industry guidance or codes of practice which we follow.

“**Returned Transaction Fee**” means a fee charged for each item (for example, cheques, debit card payments, Direct Debits, or standing orders) which is unpaid as a result of you exceeding your Personal Reserve or overdraft amount;

“**Security Information**” means any security procedures, password, security keys, cards, personal identifier, codes, PINs or encryption device provided to or agreed with you for use in connection with the services to be provided under the Agreement;

“**Simplified Prospectus**” is (broadly) a document that is sometimes provided where someone acquires interests in certain categories of Regulated Collective Investment Scheme;

“**UK**” means the United Kingdom;

“**Unregulated Collective Investment Scheme**” means a Collective Investment Scheme that is not authorised for distribution to the public generally in the jurisdiction in which we provide services to you under the Agreement;

“**US**” means the United States;

“**we**”, “**us**” and “**our(s)**” have the meaning set out in Paragraph 1;

“**Working Day**” means any day on which the relevant Barclays Wealth Company providing the service to you is open for business in order to accept instructions. Although some of our branches are open at weekends and we may provide certain electronic and telephone services that can be accessed seven days a week, we cannot usually act on Payment Orders or make payments into accounts at weekends or on public holidays.

“**working day**”, for the purpose of making or receiving payments, therefore means days other than weekends or public holidays;

“**you(r)(s)**” has the meaning set out in Paragraph 1; and

“**your information**” has the meaning set out in Paragraph 30.1.

45. Interpretation

In the Agreement, unless the context requires otherwise:

- (a) a reference to any statute, statutory provision or regulation will be construed as a reference to the same as it may be amended, modified or re-enacted from time to time;
- (b) headings and titles are for convenience only and do not affect its interpretation;
- (c) the singular includes the plural and vice versa; and
- (c) words and expressions defined in Financial Services Regulations will have the same meaning in the Agreement.

Schedule A – Information on how Barclays Wealth executes client orders and the execution venues that we use

Introduction

Before we undertake any deals in investments for you, it is important that you understand how Barclays Wealth will execute such transactions. The following information is designed to provide you with a general understanding of our typical dealing arrangements for different investment types (Part 1) and the execution venues that we use (Part 2). Please note that this information should not be seen as a prescriptive statement of how a particular order must be dealt.

Part 1 – Our typical dealing arrangements for different types of investment

Equities

For standard UK market orders, and in normal market conditions, Barclays Wealth will poll a variety of different execution venues, using automatic execution technology to identify the best terms available to it at the point of trading for the equity concerned. Other orders, including those relating to international equities, that cannot be executed automatically will be dealt manually with another regulated firm or via an MTF. This involves a manual search for reference trading prices via market data feeds or by comparing prices offered by other market participants.

When an appropriate counterparty is identified, the price is negotiated manually and executed on the best terms identified for the order in question. This may occur off-exchange.

Debt securities (aka “bonds”)

The debt market in some locations is not centrally organised, and for many nongovernment issues, is not a liquid market. In these circumstances the majority of debt issues

or “bonds” must be dealt manually in order to identify current traders in the security concerned. If liquidity is available and a price comparison made for the size of trade concerned, Barclays Wealth will route its order to the counterparty which provides the most competitive overall pricing. For some smaller orders, Barclays Wealth is able to use automatic execution technology which will source the best bid and offer from a range of bond dealers.

Collective Investment Schemes

Barclays Wealth will usually trade directly with the Fund Manager on negotiated terms not generally available to individual clients.

Over-the-Counter Products

Over-the-Counter products are dealt either directly between Barclays Wealth and its client, or may be sourced via a third party. The order routing process will depend both on the execution factors, and on the following:

- (d) a request for a price or quotation on any over-the-counter product will be traded by Barclays Wealth as principal at the price agreed. For such deals the onus is on a client to be comfortable with the dealing terms offered;
- (e) for bespoke, highly negotiated transactions or for those which may be highly original trading ideas or for which Barclays Wealth has a duty of confidentiality to the originating firm, it will route such orders exclusively to the originating firm since there will be no other available market liquidity within a reasonable timeframe, and
- (f) for some more standardised products, Barclays Wealth will usually select and price poll from a shortlist of dealing counterparties identified by it to be among the most competitive in the field concerned.

Part 2 – The execution venues that we use

Regulated markets

Regulated markets are subject to strict operating rules governed by the relevant regulatory body in each jurisdiction in which they operate.

Execution via a regulated market occurs in line with the rules of each exchange which are designed to protect market participants.

Barclays Wealth uses many regulated markets to execute client orders, however it places significant reliance on the following regulated markets when it executes deals on behalf of its clients:

- London Stock Exchange – all markets
- The PLUS Market
- New York Stock Exchange
- NASDAQ
- Euronext

Multilateral Trading Facilities (MTFs)

MTFs are privately operated order matching systems which act in a similar way to an order driven market. Similar to regulated markets, these execution venues are subject to regulatory standards determined and governed, in jurisdictions subject to the legislative powers of the EU, by the requirements of the EU Markets in Financial Instruments Directive (MiFID), which became effective on 1 November 2007.

Despite being a relatively new type of execution venue, the use of MTFs is expected to increase, both generally and in terms of Barclays Wealth's reliance upon them.

Off-Exchange Trading with Regulated Firms

Off-Exchange Trading is the least regulated form of deal execution. While trading occurs outside of the regulations of the Regulated Markets or MTFs, we believe that executing off-exchange can result in enhanced terms for some deals. When dealing off-exchange on behalf of its clients, Barclays Wealth takes reasonable care to deal with reputable firms with which it has generally maintained an ongoing dealing relationship.

Significant reliance is placed by Barclays Wealth on the following forms of Off-Exchange Trading when relevant to the service provided to its client:

- (g) systematic internalisers, being firms who routinely offer prices on listed investments outside of a Regulated Market or MTF;
- (h) operators of Collective Investment Schemes; and
- (i) other authorised firms which trade in Debt Securities, and Over-the-Counter Derivatives.

Off-Exchange Trading may be conducted (among other firms) with another member of the Barclays Group.

Schedule B – Investment risk warning notices

General risks

- (j) **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.
- (k) **Liquidity and non-readily realisable securities**

Some investments may be very illiquid, meaning that they are infrequently traded, and hence it may be difficult to sell them on within a reasonable timeframe or at a price which reflects “fair” value. In extreme cases an investment may be non-readily realisable. 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.
- (l) **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:

 - (i) 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;

- (ii) the impact of interest costs could lead to an increase in any rate of return required to break even; or
 - (iii) a client may receive back nothing at all if there are significantly large falls in the value of the investment.
- (m) **Foreign Exchange**

Investments denominated in foreign currencies open up additional risks related to the relevant exchange rate. Movements in exchange rates may cause the value of an investment to fluctuate either in a favourable or unfavourable manner.
- (n) **Tax and legal affairs**

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. We have not and will not provide you with tax or legal advice and recommend that you obtain your own independent tax and legal advice tailored to your individual circumstances. The tax treatment of investment products can be complex, and the level and basis of taxation may alter during the term of any product. Prospective investors should therefore obtain professional tax advice appropriate to their own circumstances before investing.

Investment specific risks

Equity Securities and Equity Funds

Ownership of an equity security represents a direct stake in the company concerned. Such an investment will participate fully in the economic risk of the company and its value can therefore fall as well as rise. The price volatility of equity markets can change quickly, and cannot be assumed to follow historic trends. In adverse market conditions irrecoverable capital losses could be incurred. In the worst case, a company could fail and if this happens its equity can become worthless. These securities are

commonly used by investors seeking longer term capital growth. Examples of typical company characteristics which could heighten equity investment risks are:

- (o) a low market capitalisation;
- (p) a product set that is undiversified or reliance on single markets as a major source of income;
- (q) a significant reliance on borrowing as a source of finance;
- (r) a significant level of fixed costs to pay, irrespective of output, production or turnover levels;
- (s) major income sources which are seasonal or “cyclical” in nature; and
- (t) companies trading primarily in emerging markets particularly during poor market conditions, or in countries where legal property rights may be difficult to enforce.

The equity of some smaller companies may trade in very small sums per share, and an investment into this kind of equity will usually involve a proportionately large difference between the market buying and selling price. The effect of this difference means that an immediate sale may realise significant Losses.

Other smaller companies may not be subject to the rules of a listing authority. Such companies are likely to be high risk ventures and may have an unproven trading history or management team. These equity shares may not be readily sold, and it could be difficult to realise or to value them independently due to the lack of a secondary trading market.

The risks involved in equity investment can often be managed through investment via diversified investment vehicles, or by investing directly in a wide range of different companies, industries, countries and currencies.

Debt Securities and Fixed Income Funds

The value of debt investments (or “bonds”) can generally be expected to be more stable than that of equity investments. However in some circumstances, particularly when interest rate expectations are changing, the value of most bonds is also volatile. The most common use of a bond is to provide a reliable yield, or source of income until maturity. For example the value of a bond can be adversely affected by a number of factors such as:

- (u) the issuer’s credit rating, which reflects their ability to repay the amounts payable when they fall due;
- (v) the market expectations about future interest and inflation rates;
- (w) amount of interest payable (the coupon);
- (x) the length of time until the debt falls due for repayment; or
- (y) the seniority of a bond within the capital structure of a company, and the quality of any security available.

The factors which are likely to have a major impact on the value of a bond are the perceived financial position of the issuer, and changes to market interest rate expectations. Bonds issued by major governments or supranational bodies tend to be lower risk investments, while the risks of other debt securities (such as those with emerging market or corporate issuers) can vary greatly. For example if an issuer is in financial difficulty, there is an increased risk that they may default on their repayment obligations. In this event, little or no capital may be recovered, any amounts repaid may take a significant amount of time to obtain.

Life Assurance Products

Life assurance bonds are a form of insurance contract which provide both an element of insurance in the case of the death of the covered person(s) in addition to having an ongoing value as an investment (as opposed to expiring worthless at the end of a defined period or term).

Life bonds are issued by insurance companies, and an investment will be subject to the ability of the insurance company to repay the sums owing to an investor when they fall due for payment. This means that the creditworthiness of the insurance company is important much in the same way for any other bond.

In some cases the returns available from a life bond are linked directly to a specific pool of assets held by the insurance company. In other cases the returns could be linked more generally to the profits of the company in general, which reduces the overall transparency of returns. If you wish to invest in a life bond, you will be presented with specific information about the type of contract, its terms and more general information about the insurer and its financial strength. Please refer to this documentation for specific details about the policy and a more detailed description of the investment risks.

Structured Products

Structured products is the generic phrase for securities which provide economic exposure to a wide range of asset classes using a structured approach. This may include providing capital protection such that an investor will not have economic exposure to performance of the underlying assets below a certain level. This also includes products where the potential return from your investment may be different to that normally expected from the underlying assets, but where your capital may be at risk. These are sometimes known as Structured Capital At Risk Products or SCARPS.

Similar to bonds and debt instruments, most structured products strategies are exposed to the credit rating of the product issuer, meaning that repayment could be at risk if the issuer is not able to repay the sums due under the terms of the product. However some products may include a guarantee to mitigate these potential credit risks. Investors should be aware that the return of capital invested at the end of the investment period is not guaranteed and therefore investors may get back less than was originally invested.

Investors should understand both the nature of the underlying assets and extent of their economic exposure to those assets. In some cases structured products may offer high income or a high level of participation to the capital growth experienced by the underlying assets. These products generally do not incorporate capital protection, and any that is provided is dependent on a financial index or basket of indices meeting certain conditions during the product life (such as a minimum value). Such products generally include leverage, and their value can be subject to sudden and large falls if the conditions which disapply protection arise.

Investors should review product term sheets and other literature carefully for details of any factors which might impact on how the payoff from a product may change with different economic or market conditions. In particular where the payoff from a product incorporates conditional protection, if the protection barrier is breached the capital value of an investment will be exposed to the full risk of the underlying. Investors should be aware that the product terms described only apply to investors who invest at launch and who hold the product until final maturity. Investors should be aware that early redemption or secondary market purchase could result in a capital loss, even where the product terms protect or guarantee return of the nominal amount purchased. These products

may also not be readily realisable which means that it may be difficult to liquidate or sell a product of this type.

Investors in products which have either conditional or no capital protection should only invest in them if they are prepared to sustain a total or substantial loss of the money they have invested, plus any commission or other transaction charges.

Alternative investments may be used by some clients to further diversify the investment risks present within their portfolio of assets. These investments are very bespoke in nature and may involve unique or unusual risks in as a result of providing alternative sources of return for a portfolio. It is important that you understand the properties of the type of assets before making such an investment.

Many alternative investments are structured as unregulated funds. This means that standards of operation, administration and management are determined privately by the operator of the fund rather than by force of regulation.

It is important to understand that it may be difficult to liquidate or sell an investment of this type, or to identify an independently determined fair valuation for an interest in this kind of vehicle. In addition you may not be protected by certain regulatory protections or compensation schemes in the event that a scheme operator acts unlawfully and causes a loss to you when managing fund assets. Such risks can be mitigated through the performance of extensive due diligence prior to investment, or through investment via a professionally managed fund of funds.

Investors should only invest in these products if they are prepared to sustain a total or substantial loss of the money they have invested, plus any commission or other transaction charges.

The phrase “alternative investments” can cover a very wide range of investment products, and the major classes of these products are set out below:

(z) **Hedge Funds**

Hedge funds are investments which, in contrast to conventional “long only” funds, will employ a wide variety of different trading strategies in order to produce returns. The type of strategies and investments envisaged by a hedge fund will be a key determinant of how risky the investment will be. Strategies may range from lower risk absolute return funds up to high risk or speculative funds which make use of extensive leverage in an attempt to make maximum gain from their investment strategy.

Investments undertaken by hedge funds may be narrowly based around a specific type of asset or trading strategy, and the returns experienced by investors in these funds may be adversely affected by very specific market or industry circumstances. It is therefore important to understand the type of strategy and investment to be used in any hedge fund prior to investment.

(aa) **Private Equity and Private Equity Funds**

Private equity funds commonly invest in any form of equity or company that is not openly traded via a public investment exchange. The companies concerned will therefore raise finance privately and will not be subject to stringent listing rules or filing requirements as a result. This factor means that private equity funds may invest in a wide range of unlisted companies. They may be small start-up companies with little or no proven track record, and range up to firms which are of a significant size with a long and established trading history. A number of attributes of private equity investment give rise to unique risk factors such as:

- (i) non-transferable investments, or a long “lock up” period during which the investment cannot be sold. Even if a buyer is found, it may not be possible to sell and any sale which is permitted may not occur at a price which reflects fair value;
- (ii) the committed capital may be drawn down during a capital commitment period. Investors must be capable of making payments to satisfy the capital calls made throughout the commitment period;
- (iii) a focused portfolio of investments, which could lead to exposure to an undiversified economic exposure to the underlying assets;
- (iv) possible use of significant leverage or borrowing, which amplifies possible risks;
- (v) a possible lack of scrutiny or accountability of management to shareholders for decisions they make; and
- (vi) distributions are generally made in cash, however if a fund is unable to sell its interest in a private company, it may distribute minority interests in these companies to fund investors.

It is important that you are familiar with the type of assets and the terms of any fund you might contemplate direct or indirect investment in equity, debt or any other security issued by a private company.

- (bb) **Property or Property Development Funds**
Investment in real property or property funds involves a number of risks particular to this class of asset. Notably fixed property is immovable and might not be easy to sell or to value independently. As a result of the illiquid nature of property it may take time to realise any investment made even when participating in a

property fund. There is no guarantee that the underlying properties will remain occupied, or that they might not incur significant maintenance or restoration costs which may impact on the returns available. All property is subject to local risks which may be unique in nature, which may be caused by factors such as the prevailing legal, economic, environmental or political circumstances.

Investors in property development funds face additional risks related to the successful completion of the development project both on time and according to budget. Even if a project is successfully completed, there is no guarantee that properties will either be sold or tenanted at the intended cost or timeframe.

Commercial property is also subject to risks related to the type of use associated with the property, and the prosperity of the local or national economy relevant to the tenants and their business.

Returns available from property funds may also be affected by leverage where borrowing is used to finance either construction or purchase.

In order to maintain fairness and equity between unitholders remaining in and unitholders leaving a fund, in exceptional circumstances, there may be delay switching or encashing all or part of unit holding in the funds for typically up to one month or, in the case of units of a fund which invests directly or indirectly in buildings or land, for up to six months. If there is delay, the switch or encashment will generally use the unit prices that apply on the day on which the switch actually takes place.

(cc) **Commodities Linked Products**

Commodity based investments may be impacted by a variety of political, economic, environmental and seasonal factors. These relate to real world issues that impact either on demand or on the available supply of the commodity in question. Their value can fall as well as rise, and in some cases may be mean reverting in nature.

Investment into commodities is often achieved either via a structured product over a commodities index or basket of different commodities, or by using a commodity derivative. Please refer to the risk disclosures for each of these products for further information.

Derivatives and Warrants

This category of investments covers a very broad range of financial instruments which can be used either for low cost risk management purposes, or for achieving speculative exposure to specific economic risks. Before investing or authorising another to invest in derivatives on your behalf you should take care to ensure you understand the following important aspects of those derivatives:

- (dd) the characteristics and risks/volatility of the asset(s) to which a contract is linked (the “underlying”);
- (ee) any relevant market quote conventions, such as the lot size of a contract and the value attributed to movements in the value of the underlying;
- (ff) the “leveraged” exposure to price movements in the underlying, which significantly increases volatility;
- (gg) the sums you are able to afford to risk before you may wish to closeout;
- (hh) how different investments in derivatives might interact with one another;

- (ii) any ongoing responsibilities you may have during the life of the contract such as any requirements to post cash amounts as “Margin”, and the potential consequences of failure to do so;
- (jj) any action you may need to take in order to exercise or opt for settlement at or before expiry; and
- (kk) the person that will be responsible for paying any sums owing to you either during the course of the contract or at maturity or expiry, and the likelihood that these sums will be repaid when they fall due.

If you are unsure of any of these or other aspects of a derivatives contract you are considering entering into, please consider your actions carefully and refer to a professional financial adviser as necessary.

Derivatives and Warrants can involve contingent liabilities

Contingent liability transactions, which are Margined may require investors to make a series of payments based on the market value of the underlying assets from time to time. If you trade in futures, contracts for differences or sell options, you may sustain a total loss of the Margin you deposit prior to closeout. If the market moves against you, you may be called upon to pay substantial additional Margin at short notice to maintain the position. If you fail to do so within the time required, your position may be liquidated at a loss and you will be responsible for the resulting deficit. Even if a transaction is not Margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when you entered the contract.

Typical derivatives contracts

(ll) Bought Options or Warrants

These contracts offer a time limited right to subscribe for or to dispose of a defined amount of an asset in the future at a price specified now. An investor will pay an upfront premium to purchase the option to buy or sell (“exercise”) the asset at a time (“expiry”) and price (“strike”) specified in the contract. The maximum potential loss in each case is the amount of the upfront premium paid. This premium is usually small in comparison to the value of the asset to be traded on expiry or exercise. It will be lost in its entirety if the option is exercised or reaches expiry when the price of the underlying is above the strike price of a bought put option or below the strike price of a bought call option. A relatively small movement in the price of the underlying security can therefore result in a disproportionately large movement, unfavourable or favourable, in the price of options or warrants.

It is essential for anyone who is considering purchasing warrants to understand that the right to subscribe (which a warrant confers) is invariably limited in time with the consequence that if the investor fails to exercise this right within the predetermined time-scale then the investment becomes worthless.

In the event that an investor buys an option on a futures contract, and later exercises this option, they will be exposed in the case of a call option to the risks of a long future, and in the case of a put option to the risks of a short future. The risks of futures are set out below.

(mm) “Written” or Sold Options

Selling options involves significantly greater risk than buying options. This is because the seller of the option usually accepts a relatively small premium in return for the possible legal obligation to either buy or sell a much larger amount of an asset at exercise or expiry at a price determined now if the buyer chooses to exercise. The potential Losses involved in writing an option are therefore usually much greater than the initial premium received. This means they are contingent liability investments, which could require an investor to pay additional funds when the contract is exercised.

In the case of written call options, if you already own sufficient of the underlying Assets to deliver in the event of exercise, this may limit the potential risk involved.

An investor may be liable to post cash Margin payments during the life of a written options contract to cover potential Losses.

(nn) Futures or Forwards

Transactions in futures or forwards differ as to legal obligation to either buy (“long”) or to sell (“short”) a specified amount of an asset at expiry at a price determined today. These transactions usually carry a high degree of risk, which arises because an investor is exposed to the movement of a proportionately large amount of the underlying in return for a small upfront payment. This can either work in the favour or against an investor, depending on the difference between the current market price of the underlying and the strike price defined in the contract.

For bought futures or forwards an investor will profit from rising market prices, and vice versa for sold futures or forwards. Please also note that the current price at which an asset can be traded in the futures market may differ from the price at which it can be bought or sold immediately at the time of dealing. This can work either in the favour or against the returns experienced by an investor.

Futures or forwards are contingent liability investments, 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.

(oo) **Contracts for Difference**

Contracts for Difference are similar to futures or forwards. However, unlike other futures and options, these contracts can only be settled in cash. Investing in a Contract for Difference carries the similar risks as investing in a future and you should be aware and understand the risk warnings set out in the above sections.

Some contracts for difference 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 contracts for difference are contingent liability investments, meaning that if the underlying price moves in an unfavourable direction an investor can be called on to pay additional cash on final settlement.

Other risk factors associated with derivatives
Off-Exchange Derivatives

It may not always be apparent that a derivative is traded on or off-exchange. Some off-exchange products may be highly liquid, however many such products are not transferable and there is no exchange market on which to close out an existing position. It may not be possible to liquidate a position held in such a contract, or to accurately assess its value or exposure to risk.

Suspensions of Trading

Under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example, at times of 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.

Clearing House Protections

On many exchanges, the performance of a transaction 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 another party defaults on its obligations to you. On request, we will be pleased 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 normally for off-exchange instruments which are not traded under the rules of an exchange.

Collateral

If you deposit collateral as security with a firm, the way in which it will be treated will vary according to the type of transaction and where it is traded. There could be significant differences in the treatment of your collateral depending on whether you are trading on exchange, with the rules of that exchange (and the associated clearing house) applying, or trading offexchange. Deposited collateral may lose its identity as your property once dealings on your behalf are undertaken. Even if your dealings should ultimately prove profitable, you may not get back the same assets which you deposited, and may have to accept payment in cash.

Insolvency

The event of an insolvency or default of the issuer of a derivative, or that of any other brokers involved with your transaction, 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, your firm must provide an explanation of the extent to which it will accept liability for any insolvency of, or default by, other firms involved with your transactions.

Schedule C – Risk warning in respect of securities that may be subject to stabilisation

Unless the Agreement states otherwise, 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 measures taken to stabilise it.

You should read the explanation below carefully. This is designed to help you judge whether you wish your funds to be invested at all in such securities and, if you do, whether you wish:

- (pp) to be consulted before we carry out any such transaction on your behalf; or
- (qq) to authorise us to carry out any such transaction on your behalf without first having to consult you.

What is stabilisation?

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.

Stabilisation can help to 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.

Stabilisation is carried out by a “stabilisation manager” (normally the firm chiefly responsible for bringing a new issue to market). As long as the stabilisation 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 have been during the period of stabilisation.

The stabilisation rules

- (rr) limit the period when a stabilising manager may stabilise a new issue;
- (ss) fix the price at which he may stabilise (in the case of shares and warrants but not bonds); and
- (tt) require him to disclose that he may be stabilising but not that he is actually doing so.

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, or of the price at which they are prepared to buy the securities.

This item can be provided in Braille, large print or audio by calling 0800 400 100* (via TextDirect if appropriate). If outside the UK please call: +44(0)1624 684 444**.

*Lines are open 8am to 8pm UK time Monday to Friday and 9am to 5pm UK time Saturday and UK bank holidays. Calls to 0800 numbers are free if made from a UK landline.

**Lines are open 8am to 6pm UK time Monday to Friday excluding UK bank holidays.

Call costs may vary – please check with your telecoms provider. Calls may be recorded so that we can monitor the quality of our service and for security purposes.

Barclays Wealth is the wealth management division of Barclays and operates through Barclays Bank PLC and its subsidiaries.

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