



Offshore Bond Agreement for clients of Financial Advisers

Offshore Bond holder name(s) (including any sub-account designation)

To be read in conjunction with the enclosed *Terms & Conditions*

Words and phrases used in this *Client Agreement* shown in italics have, unless the context requires otherwise, their definitions set out in the Definitions section at the end of the *Terms and Conditions*. For the purpose of this *Agreement*, references to “we” “our” or “us” refer to Investec Wealth & Investment (*IWIN*) and references to “you” or “your” refer to the Trust named above or the Trustees named in section 2, as the context provides, unless otherwise stated.

This *Client Agreement* and the other documents which comprise the *Agreement* between us and you set out the basis upon which Investec will provide services to you. It supersedes all prior agreements or understandings between us and the Trustees.

Please complete this document as comprehensively as possible.

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Primary contact details

Section 1

Our Agreement

This *Client Agreement* should be read in conjunction with the *Terms and Conditions*, *Managing Your Investments* document, the sections of our current service brochures and ratecards which set out our charges, and any other document which we may provide to you which states it is to form part of the *Agreement* between us and you. You are then requested to complete, sign and return a copy of this *Client Agreement* to us.

As stated in the *Terms and Conditions*, the *Agreement* between you and us will come into force when all of the following matters have been completed:

1. We have received a completed and signed copy of this *Client Agreement*.
2. We have fulfilled our obligations under the appropriate Money Laundering legislation or regulations in respect of our engagement by new customers.

Once the above matters have been completed, and if applicable, we have re-registered your securities in the name of our *nominee company*, you will receive from us a *Commencement Letter* which sets out the date on which we shall begin to manage your portfolio in accordance with the terms of the *Agreement*.

Prior to the date set out in the *Commencement Letter* and subject to the terms of the *Agreement*, we will at your request provide advice in respect of individual assets and on your instructions deal in respect of individual assets. However, we will not be able to provide this service unless we have received from you a signed copy of this *Client Agreement*, and we have fulfilled our obligations under the appropriate Money Laundering legislation or regulations.

Please note that it is your *Financial Adviser*, not Investec, who is responsible for obtaining from you sufficient personal and financial information about you and for advising you, based upon that information, on an investment strategy which is appropriate to your circumstances. We are not responsible or liable for the accuracy of that information or for any advice which you are given by your *Financial Adviser*. Please note that if you wish to enter into transactions relating to warrants, options, futures or contracts for difference, separate documentation is required which is available on request.

If you request us to carry out an execution only trade in a non-complex financial instrument (e.g. shares and bonds traded on regulated markets, units in collective investment schemes), we are not required to assess the suitability of the instrument or service provided to you. As a result you will not benefit from the protection of the FSA rules on assessing suitability and therefore we will not assess whether the product or service meets your investments objectives, risk appetite and ability to bear any financial loss or whether we believe you have the appropriate knowledge and experience to assess the risks involved.

Our nominee services

Your stock will normally be registered in the name of our *nominee company* and held on your behalf. Our *nominee company* is a member of the CREST Settlement System and, wherever practicable, will hold your stock in uncertificated form. Our *nominee company* is subject to the rules of the *Financial Services Authority*.

You should be aware that the time taken to re-register cash, assets, shares and/or securities in the name of our *nominee company* will vary dependent on a number of factors outside of our control. As such we may not be able to effect any transaction you instruct us to carry out prior to the date set out in the *Commencement Letter* and we do not accept liability for any loss you may suffer as a result of being unable to deal in your assets whilst they are in the process of re-registration in the name of our *nominee company*.

In the event that you continue to receive correspondence direct from companies or their registrars (particularly in respect of corporate actions), you should inform us immediately and retain any such documentation pending our recommendation.

Section 1

Bond provider contact details:

NAME OF BOND PROVIDER		BOND REFERENCE	
CORRESPONDENCE ADDRESS			
		POSTCODE	
CONTACT NAME	BOND PROVIDER FSA REGISTERED NUMBER		
TELEPHONE NUMBER	OFFSHORE BOND PROVIDER RESIDENCE (INSERT COUNTRY e.g. UK)		
E-MAIL ADDRESS			

Bank details

To enable us to make payments to you on behalf of the bondholder please provide details of your bank account:

ACCOUNT NAME			
BANK NAME	ADDRESS		
ACCOUNT NUMBER			
SORT CODE			
POSTCODE			

Data feeds

For certain product providers we provide data feeds.

If this service is available to you please provide your reference.

Bond holder contact details

MR
 MRS
 MISS
 MS
 OTHER
 FULL NAME

RESIDENTIAL ADDRESS

TELEPHONE (HOME) TELEPHONE (BUSINESS)

TELEPHONE (MOBILE) E-MAIL

E-MAIL ADDRESS DATE OF BIRTH

TOWN OF BIRTH NATIONALITY

Section 2

Despatch of correspondence & confirmation of trades

Please indicate below to whom you would like valuations, general correspondence and tax information to be sent. If no boxes are ticked, we shall forward the documents to you, not your Financial Adviser.

Provide Valuations to:
 BOND HOLDER
 MY FINANCIAL ADVISER
 BOND PROVIDER

Provide confirmation of trades to:
 BOND HOLDER
 MY FINANCIAL ADVISER
 BOND PROVIDER

Provide general correspondence to:
 BOND HOLDER
 MY FINANCIAL ADVISER
 BOND PROVIDER

Provide Tax Pack to:
 BOND HOLDER
 MY FINANCIAL ADVISER
 BOND PROVIDER

Provide Internet Access to:
 BOND HOLDER
 MY FINANCIAL ADVISER
 BOND PROVIDER

If you would prefer we can undertake all communication via your Financial Adviser (please tick)

Online portfolio service

If you wish to set up access to view your valuation on the internet (as per above) please specify a six letter word

THIS WORD SHOULD BE MEMORABLE TO YOU AND WILL FORM PART OF YOUR USERNAME

Information to other persons

If you wish us to give information to other persons in respect of the operation of your account (e.g. solicitor, accountant, etc.), please list them below. If after the date of this *Client Agreement* your wishes change, please notify us in writing in accordance with section 34 of the *Terms and Conditions*.

Please send copy information to the following parties:

Correspondence
 Statements
 Contract Notes
 Valuations

NAME

ADDRESS

POSTCODE

Correspondence
 Statements
 Contract Notes
 Valuations

NAME

ADDRESS

POSTCODE

Details of the service/tax

Sections 3-4

Section 3

Service

Your account will be operated on the basis below as described in section 5 of our *Terms and Conditions*.

DISCRETIONARY ADVISORY MANAGED **Please tick one box**

Our services to investors are fully described in our current service brochures which have already been provided to you.

For discretionary clients, we do not normally send out contract notes. The information about each trade will be included in your valuation. If you wish to receive contract notes at the time of dealing, please tick this box.

Section 4

Level of portfolio risk

Which of the following statements most closely matches your attitude to portfolio risk?

Please read section 6 of our *Terms & Conditions*, and our *Managing Your Investments* document for information on our risk classifications.

Low Low/Medium Medium Medium/High High

Investment objectives

To enable us to understand and assist in meeting your requirements, please tick one of the following objectives.

To achieve a **balanced return** from **income** and **capital growth**

To **maximise capital growth**

To **maximise income**

Defined mandate

If you wish us to adopt an alternative investment mandate that either excludes or only includes asset classes please provide details below

We will agree with you an appropriate benchmark that is relevant to your defined mandate.

Investment instructions or restrictions

Please indicate in the box below whether there are any *investment* instructions or restrictions. If no restriction(s) is/are specified, we may recommend to you any *investment* or enter into a transaction on any market referred to in section 8 of our *Terms and Conditions* which we believe to be suitable for you.

Either:

INVESTMENT INSTRUCTIONS OR RESTRICTIONS

or

THERE ARE NO INVESTMENT RESTRICTIONS

PLEASE TICK BOX AND SPECIFY IN THE SPACE BELOW

PLEASE TICK BOX

Further or alternative provisions

Please state here if there are further or alternative provisions that you wish us to be aware of. We will attempt to meet these requirements but will inform you if such requests are not relevant in the circumstances or are impractical to provide.

Time horizon

What is the timeframe for investment? 1-5 YEARS 5-10 YEARS 10 YEARS+

Current investments

Please provide details on the Additional information section on page 12, or a separate schedule, of any relevant investments held. Where possible include dates and costs of acquisition.

Schedule of Investments attached: YES NO

Valuations

A valuation will be provided on the DAY of MONTH
(not later than six months from the commencement date of the *Agreement*) and thereafter at six monthly intervals.

Section 5

Transfer of cash and other assets

Initial amount for investment	£ <input type="text"/>
Cash transfer	<input type="checkbox"/>
Existing portfolio	<input type="checkbox"/>
Details	<input type="checkbox"/> ATTACHED <input type="checkbox"/> TO FOLLOW
Additional sums expected	£ <input type="text"/> APPROXIMATE DATE <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

Section 6

Marketing preferences

We would like to keep you informed about our services and future events.

If you do not wish to receive such information please tick this box.

If you wish to receive such information by e-mail please tick this box.

We will not pass on your details to any other organisation for marketing purposes.

Authority to communicate by fax and e-mail

Please note that given the data security issues surrounding the sending of unencrypted emails, should you, or any nominated person on your behalf communicate with us by fax or email or request that we provide information to you or any *nominated person* by email the following provisions will apply:

Where you communicate with us by fax or e-mail

- 1) This authority shall extend to the matters listed below only or in any way connected with your account and the relationship between us and you:
 - a) the transfer of funds between accounts in your name(s);
 - b) the processing / amendment / cancellation of other information relating to this account.
- 2) Where instructions received by us are given by e-mail, we give no guarantee as to the timeliness or execution of those instructions, including cases, for example, where the addressee at our offices is not available or is away or our e-mail systems are not available. You should not assume that any e-mail has been received by us and/or actioned unless you have received either an e-mail and/or telephone call acknowledging our receipt.

Where you request that we provide information to you by email

- 1) you confirm that you are responsible for the security and access to your e-mail account.
- 2) unless you inform us to the contrary, we are entitled to assume that the e-mail address given below remains current.

EMAIL ADDRESS:

In consideration of our agreeing to accept communications from you by email or fax or to provide information to you by email, you hereby agree to indemnify us and hold us harmless in respect of all or any actions, proceedings, claims, losses, costs, charges or expenses which may be made against us by any person (including you) or incurred by us in consequence of acting on instructions by fax or e-mail which purports to come from the persons signing this Client Agreement or any nominated person(s) and we shall be under no obligation to make any enquiry as to the identity of the person making or purporting to make such communication.

This authority shall continue in full force and effect until we receive from you, in writing in accordance with the provisions of section 39 of the Terms and Conditions in a form other than by e-mail or fax, different instructions.

Please note that this instruction does not extend to the transfer of unsold stock out of our nominee company or safe custody, nor to paying money away to third parties.

Important

- 1 We can only act as your investment manager if a copy of this *Client Agreement* is signed and returned to us.
- 2 You should ensure that you have received our *Terms and Conditions* and all other documents referred to in section 1 of this *Client Agreement* and that you are fully aware of our charges currently in force.
- 3 You should notify us immediately if any of the information set out in this *Client Agreement* or that you may provide to us in the future should change.
- 4 For investment managed clients our services are provided on the basis that such clients agree that they do not require key features documents to be sent to them in respect of non-life *packaged products*.
- 5 In the case of **joint accounts**, this *Client Agreement* will govern any individual *ISA* accounts that are established by either one of you. We will accept instructions and pass information to either one of you, and we will operate this account together with any *ISA investments* as part of the same portfolio, unless we are notified to the contrary in writing.

Section 7

To Investec Wealth & Investment

This is our standard client agreement upon which we intend to rely. For your own benefit and protection, you should read this agreement (a defined term in our *Terms and Conditions*) carefully before signing. If you do not understand any point, please ask for further information.

To be completed by your *Financial Adviser*

CONTACT NAME			
NAME OF FIRM			
FSA NUMBER			
ADDRESS			
		POSTCODE	
TELEPHONE NUMBER		FAX NUMBER	
E-MAIL			

Declarations by the *Financial Adviser*

I/We certify that:

I/We confirm that we have undertaken a full fact find for the client(s) and assessed suitability of this service in accordance with FSA requirements.

I/We confirm that we will notify Investec of any change in our client(s) circumstances that may affect the management of the portfolio.

This information will be used by us for the purposes of fulfilling our Know Your Customer obligations with regards to the management of your client(s) portfolio. It will not be used for any other purpose.

I/We confirm that

(a) the information in section 1 above was obtained by me/us in relation to the customer;

(b) the evidence I/we have obtained to verify the identity of the customer and certified copies of the underlying documentary evidence can be provided upon request

meets the standard evidence set out within the guidance for the UK Financial Sector issued by JMLSG; or exceeds the standard evidence (written details of the further verification evidence taken are attached to this confirmation).

or

I/We have not verified the identity of the Applicant(s).

I/We understand that any remuneration paid to me/us on behalf of our client(s) is inclusive of any VAT that may be applicable.

I/We confirm that I/we have been informed verbally or in writing, that the basis of any advice within the service will be 'restricted'. I/we also confirm that we have notified the client accordingly.

Note: If you are unable to provide documentary evidence of money laundering verification or you have not undertaken verification of the Applicant(s), we will contact the Applicant(s) direct in order to fulfil our obligations under the money laundering legislation. This will delay the commencement of this *Agreement*.

SIGNED	NAME
	DATE

Declarations

Section 7

Customer declaration

I/We authorise you to release information in relation to my/our investments and myself/ourselves to my/our financial adviser Please Tick

I/We authorise you to accept instructions in relation to my/our investment mandate from my/our financial adviser Please Tick

I consent to you and your associated companies obtaining, processing, verifying and retaining all personal information (data) contained in or derived from:

- (i) this *Client Agreement*;
- (ii) any file notes that you may make following any telephone conversation or meeting that you may have had with me/us, my/our *financial adviser* or any *nominated person* on my/our behalf;
- (iii) any other communication subsequent and prior to the date of the *Agreement* specifically for the purpose of providing your services to me/us.

Adviser agreed remuneration

I understand that any adviser agreed remuneration will be paid by the bond provider and has been fully explained to me by my *financial adviser*.

Investec Wealth & Investment charges

The basis of IW&I charge/s that will be applied across all of the account/s stated above will be as follows:

Annual Management Charge % plus VAT

Dealing Commission (per transaction)

Bargain Administration Charge (per transaction)

SIGNED

NAME

DATE

In the case of joint accounts this *Client Agreement* must be signed by all parties. The account will be operated on the instruction of one signatory unless specified differently.

Bond provider agreement (not required when a master agreement is in place)

SIGNED

POSITION

NAME

DATE

For office use only

CLIENT NAME

CLIENT CODE

Section 8

Dear Sirs

Please accept this document as my/our authority to transfer my/our account detailed below to Investec Wealth & Investment and accept the instructions below with regard to the stocks/cash to be transferred.

Existing manager	
NAME	
ACCOUNT NAME	
ACCOUNT NUMBER	
ADDRESS	
	POSTCODE

Applicant	
FULL NAME	
ADDRESS	
	POSTCODE
SIGNATURE	DATE
FOR CORPORATE BODIES PLEASE STATE CAPACITY OF SIGNATORIES	

Note: You will need to complete a separate transfer form for each existing Manager. Investec Wealth & Investment is not responsible for any CGT liability you may incur from your existing Manager.



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For office use only	
TERMS AND CONDITIONS VERSION	SERVICE BROCHURE VERSION
MANAGING YOUR INVESTMENTS	RATE CARD
DATE SENT	RDR INFORMATION

Bath	01225 341580	Edinburgh	0131 226 5000	Liverpool	0151 227 2030
Belfast	02890 321002	Exeter	01392 204404	London	020 7597 1234
Birmingham	0121 232 0700	Glasgow	0141 333 9323	Manchester	0161 832 6868
Bournemouth	01202 208100	Guildford	01483 304707	Reigate	01737 224223
Cheltenham	01242 514756	Leeds	0113 245 4488	Sheffield	0114 275 5100

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 Investec Wealth & Investment Limited is registered in England.
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