

## Corporate Client Investment Management Agreement including Terms and Conditions of Business

1. Name and Address:

2. Initial Total Value:

£

3. Services Required:

Discretionary Investment Management

4. Attitude to Investment Risk: (see page 7)

Risk Grade:

5. Investment Objectives:

6. Special Requirements and Limitations:

7. Fees Payable:

1.25% per annum + VAT (if applicable) of the value of the portfolio, payable quarterly in arrears each March, June, September and December and deducted automatically from the portfolio.

## Company Information

Name:		
Address:		
Email Address:		
Telephone Number:		
Contact Person:		
Contact Person Email:		
Contact Person Telephone:		
Name (s) of Director (s) :		
Contact Information of Director (s) :		
Country of Domicile:		
Country of Tax Residence:		

## Self-Certification for Entities

for the purposes of FATCA and the UK Intergovernmental Agreements (IGAs)

### Section A: Entity Information

Entity Name:
Registered Address:
Mailing Address: (if different from above):
Country of incorporation/organisation:
Account Number(s):

### Section B: Entity Tax Residency

Please indicate ALL countries in which the entity is incorporated/organised for the purposes of that country's income Tax and the relevant Tax Identification Number or functional equivalent. If the entity is resident in the United States you must complete and return an IRS (Internal Revenue Service) W-9 form. Please list additional tax residencies in the table below.

Country of Tax Residency	Tax Identification Number(s) (TIN)	LEI Number

### Section C: Entity classification for the purposes of FATCA or US IGAs

The entity will either be a Financial Institution (FI) or a Non-Financial Foreign Entity (NFFE). If you are an FI please complete Section 1 below and if you are a NFFE please complete Section 2 below to determine the status of the entity

1. The Entity is a Financial Institution											
A. i) If you have registered as an FI or a sponsored Investment entity please provide your Global Intermediary Identification Number (GIIN)	<table border="1"> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table>										
ii) If you are a sponsored Investment vehicle please provide the GIIN of the sponsoring FI											
Please confirm whether it is the GIIN of the Entity or the Sponsoring FI GIIN:											
Own <input type="checkbox"/>	Sponsoring <input type="checkbox"/> Name of Sponsor:										
B. If unable to provide a GIIN, please give a reason by ticking one of the boxes below:											
The entity has applied, or is going to apply, for a GIIN (but has not yet received it)	<input type="checkbox"/>										
The entity is an "Exempt Beneficial Owner" (e.g. International Organisations)	<input type="checkbox"/>										
The entity is or intends to be an "Owner-documented FI" with Charteris Treasury Portfolio Managers Ltd, if so, please complete the Annex ("Owner Documented FIs)	<input type="checkbox"/>										
The entity is a "Certified or otherwise deemed Compliant FI" (e.g. UK registered charity or UK registered charitable Trust)	<input type="checkbox"/>										
The entity is a "Non-Participating FI"	<input type="checkbox"/>										
Other Reason :- (Please specify)	<input type="checkbox"/>										

<b>2. The entity is NOT a Financial Institution</b>	
If the entity is not a Financial Institution (FI), it will be considered to be an NFFE. It can be an Active, Passive, Direct Reporting or Sponsored Direct Reporting NFFE. <b>Please note that the concepts of a “Direct Reporting NFFE” and a “Sponsored Direct Reporting NFFE” are only applicable to the UK-US Agreement</b> Please confirm the status of the entity according to UK regulations	
Active NFFE	
Passive NFFE	Please complete section E below
Direct Reporting NFFE	Please provide NFFE GIIN <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"/>
Sponsored Direct Reporting NFFE	Please provide the GIIN of the NFFE’s sponsoring entity <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 D: Entity classification for the purposes of the IGAs between the UK and the Crown Dependencies /Gibraltar**  
Please complete this section **only** if you have indicated the entity’s residence to be either one of the crown dependencies or Gibraltar

Reporting Financial Institution	<input type="checkbox"/>
Non Reporting Financial Institution (e.g. Credit Union)	<input type="checkbox"/>
Exempt Beneficial Owner (e.g. International Organisations)	<input type="checkbox"/>
Active NFFE	<input type="checkbox"/>
Passive NFFE – if you tick this box please complete Section E below	<input type="checkbox"/>

**Section E: “Passive NFFE Controlling Persons Self-Declaration of Residency**  
If you have declared the entity to be a FI or an Active NFFE in Section C above, you do not need to complete this section. Otherwise, the entity will be considered a “Passive NFFE” and you should complete this section.  
If you have indicated that the entity is a Passive NFFE in section D above only and the entity is a non-financial charity or non-profit making organisation, you need **not** complete this section and can proceed to the declaration section.  
Please could you list below each controlling person, confirming ALL countries of tax residency and ALL Tax Identification Numbers for EACH controlling person. If a controlling person is a US citizen, US Green card holder, or US resident, you must include United States in this table along with his/her US Tax Identification Number

Name	Country of Tax Residency (Do not abbreviate)	Address	Tax Identification Number	Country of Birth	Date of Birth
(Please attach additional sheets if necessary)					

**Declaration Section**

1) I declare that the information provided in this form is, to the best of my knowledge and belief, accurate and complete	
2) I undertake to advise promptly of any change in circumstances which causes the information contained herein to become incorrect and to provide an updated declaration within 30 days of such a change in circumstances	
3) I am aware that in certain circumstances, this information will be shared with UK tax authorities, who may pass it on to other tax authorities	
Signature:	Print Name:
Date:	Capacity:

## ANNEX

### Owner – Documented FIs

Please note that the concept of “Owner-Documented FIs” is only applicable to the UK-US Agreement

This section must be completed by entities that declare in Section C.1b) to be a Financial Institution and intend to be an “Owner Documented FI”

UK legislation based on international information exchange agreements provides that an entity which qualifies as an “Owner-documented FI” will not have to register with the IRS nor obtain a GIIN.

### Section A: Qualification for Owner-Documented FI Status

In order to qualify as an “Owner-documented FI”, the entity must meet ALL of the conditions in Section A. To confirm that the entity meets the requirements to qualify as an “Owner-documented FI” please answer the following three questions and indicate “Y” (Yes) or “N” (No) in the column on the right.

	Y / N
1. The entity does not maintain a financial account for any Non-Participating Financial Institution. i.e. a Non-Participating FI does not hold an equity interest or debt interest in the entity	
2. The entity is not owned by, nor a member of, a group of related entities with any FI that is a depository, custodial or specified insurance company as defined in UK Legislation	
3. The entity provides information regarding all persons – both natural and legal person – that hold direct or indirect equity or debt interest in the entity.	

Information regarding equity and debt holders of the entity is required in order to enable to determine whether it is obliged to submit certain information regarding the entity account to UK tax authorities. The information required applies to:

- All persons that hold a direct or indirect equity interest in the entity (including direct or indirect equity interests in an equity holder of the entity); and
- All persons that hold a direct or indirect debt interest in the entity (including direct or indirect equity interests in a debt holder of the entity)

**Only where ALL responses to the questions in Section A are “Y” will the entity qualify for “Owner-Documented FI” status and you may proceed to Section B of this Annex. Otherwise refer to your account executive**

### Section B: Entity Owner Information

Please provide information regarding the entity owners as required by Section A.3 of this Annex. Include all persons – both natural and legal persons – that hold direct or indirect equity or debt interest in the entity as defined above. Indicate all countries of tax residence of each person and where such person is a US citizen, US Green Card holder, or US resident or US entity, you must include United States in this table along with his/her US Tax identification Number.

We will then check whether we already have appropriate documentation for these persons on file, or whether we are obliged to request further documentation from you.

Note that additional information may be required and this may include appropriate documentation already obtained for UK regulatory purposes. Nevertheless, Charteris Treasury Portfolio Managers may be obliged to request further documentation from you.

Please complete the following with information on all direct equity/debt holders of the entity. Please also provide information for all direct equity/debt holders if applicable.

1. Entity Owner Information: Direct Owners

Where an owner of the entity is itself an entity its owners are “indirect” owners of the entity. Complete the information in Section B.2 for all indirect owners.

Please provide the following information for each direct owner of the entity and indicate if the owner is an individual or an entity.

Name	Individual / Entity	Country of Tax Residency (Do not abbreviate)	Address	Tax Identification Number	Country of Birth	Date of Birth

(Please attach additional sheets if necessary)

2. Entity Owner Information: Indirect Owners

Where an owner of the entity is itself an entity its owners are “indirect” owners of the entity. The identification of indirect owners must be made by looking through all direct and indirect owners who are themselves entities.

Please provide information below regarding owners under the name of the direct/indirect entity owner they hold equity/debt interests in.

**Name of Direct/Indirect Owner**

Name	Individual / Entity	Country of Tax Residency (Do not abbreviate)	Address	Tax Identification Number	Country of Birth	Date of Birth

(Please attach additional sheets if necessary)

**Section C: Declaration Section**

- 1) I declare that the information provided in this form is, to the best of my knowledge and belief, accurate and complete
- 2) I undertake to advise promptly of any change in circumstances which causes the information contained herein to become incorrect or incomplete and to provide an updated declaration within 30 days of such a change in circumstances. **This includes in particular details of beneficiaries who receive a discretionary distribution in future and whose details have not yet been included in Section B: “Entity Owner Information”** above
- 3) I am aware that in certain circumstances this information will be shared with UK tax authorities, who may pass it on to the tax authorities of other countries

Signature	Print Name
Date:	Capacity:

## Terms and Conditions of Business

Charteris Treasury Portfolio Managers Ltd (CTPM) 8/9, Lovat Lane, London EC3R 8DW is regulated by the UK Financial Conduct Authority (FCA). CTPM are authorised to manage investments and to arrange and effect transactions relating to pensions, individual savings accounts (ISA's) investment trust savings schemes, authorised unit trusts, collective investment schemes and discretionary management services. These terms and conditions of business are effective from the date of signature by both parties to this agreement.

We keep records of our business transactions for: six years, where they relate to pension contract or stakeholder pension scheme; indefinitely, in the case of pension transfer, pension opt-out or free standing additional voluntary contributions (FCAVC); five years for MiFID or equivalent business and for three years in any other case. You have a right to request copies of contract notes, vouchers and entries in our books or computerised records relating to your transactions.

If you should have any complaint, you should contact the Compliance Officer at Charteris Treasury Portfolio Managers Limited, 8-9 Lovat Lane, London, EC3R 8DW. Our Complaints Procedure Policy is available on request. Should you be dissatisfied with the outcome of our investigation, you may refer your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Your right to take legal proceedings against the company will not be prejudiced by doing this. You will be classified as a Retail client (which affords the highest level of consumer protection), but you have the right to request another classification.

If you make a valid claim against this firm and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme; which we will send you at your request. Further information is available from the FCA, 25 The North Colonnade, London, E14 5HS. The firm maintains Professional Indemnity insurance, providing additional protection.

## Discretionary Portfolio Management Services

A discretionary agreement enables CTPM to take action on the portfolio as it feels appropriate and without reference to you. All transaction will be in line with the Risk Grade chosen by you and are carried out with regard to your specific requirements, objectives and limitation. Prior approval of the client is not sought for each individual transaction. Contract notes in respect of deals are ordinarily forwarded to discretionary clients, unless you elect not to receive them.

A discretionary agreement allows CTPM to carry out transactions more rapidly, where necessary. In addition, transactions may be effected more cost effectively by combining transactions with those of other clients. In ordinary circumstances, this can have a beneficial effect on the portfolio and, in certain cases, can allow rapid changes to the portfolio when circumstances dictate. The inability of the firm to contact the client does not, therefore, necessarily prejudice the portfolio.

The discretionary service is suitable for investors who wish their portfolio to be managed by a professional company in the most effective manner. It is particularly important for investors who may not be contactable by CTPM for an extended period.

## Fees

We charge an annual ad valorem fee for our portfolio management services, which is charged quarterly as agreed at the time you sign our investment management agreement. In addition we levy a dealing charge to cover transaction costs. Depending on the nature of the transaction and investments, this charge may range ordinarily between 0.5% and 0.75%.

Where client money is held in the name of Charteris Treasury Nominees Ltd or the nominee company of its appointed custodian, the client authorises us to deduct those fees due without further reference to them. A statement will be provided to the client. In all other cases the client will be invoiced by the firm and fees are payable within fourteen days of notification. All fees, as applicable, are subject to Value Added Tax.

Where a client cancels the service within 6 months of the commencement of fees being charged, then a minimum charge equivalent to 6 months worth of fees will be payable, calculated using the initial portfolio value.

## Reporting

Under all services, we will normally provide a quarterly report showing current investments, the holdings in each, the current value, and the change in value since purchase. Investments will be valued with reference to pricing information from reputable, third-party providers. A separate schedule of all acquisitions and disposals since the last report is included. For nominee investments where a cash account is held, a schedule of all receipts and disposals of income together with appropriate tax figures and a breakdown of all movements of cash within the account is provided. The annual reports for nominee holdings include a consolidated tax certificate giving details of tax paid on all investments. Further information can be provided on request. We will establish an appropriate method of evaluation and comparison such as a meaningful benchmark. You may request or choose durable mediums, other than paper, for the purpose of communications (which will be in the English language) with/ from you. Reports are normally issued at the end and midway through the appropriate tax year, with valuations falling as close as possible to the financial year-end. However other charging periods may be agreed with the client.

## Investment

We may invest in a range of investment types in your portfolio, including: equities, bonds, managed regulated funds etc, in accordance with the risk parameters set by the client.

We will not commit a client to any investment beyond the amount of cash and securities placed by the client in our control. Any transactions will ordinarily only be carried out when the client's cash and/or securities have been cleared by our bankers or custodians.

## Safe Custody - Registration Details - Nominee Registration

CTPM have appointed James Brearley & Sons Ltd to provide CTPM clients with custody and administration services under their ICON service. As such they have responsibility to you over the safe custody of your assets. Whilst James Brearley & Sons (JBS) view CTPM as its client, they will extend all regulatory obligations and duty of care to you as detailed in the rule book of the UK Financial Conduct Authority, as if you were a direct client of James Brearley. You will be classified as a retail client (which affords the highest level of consumer protection).



This together with the workings of the UK Financial Services Compensation Scheme (FSCS) provides a number of safeguards over your assets, be they cash, investments or both. The cost of the primary JBS custody service will be paid for by CTPM and is therefore included in your annual management fee that you pay to CTPM apart from a small annual registration charge. The assets held by JBS are legally registered in the name of one of two JBS nominee companies, whose only raison d'être are to hold legal title to client assets and to administer them on your behalf. Most listed securities, (Shares & Bonds) both UK & overseas are registered in segregated CREST account(s) (Euroclear).

Where stocks are not on the CREST system, as may be the case with less mainstream foreign stocks, these assets will be held with a third party custodian that JBS has assessed as being appropriate and financially sound to undertake this responsibility. The third party custodian will however pass on to you, the client, any custody charges levied by them for this service, which falls outside of the inclusive fee arrangement negotiated by CTPM on your behalf for the primary custody arrangements. CTPM, however, reserves the right to charge separately for custody services in the event that JBS alter their fee schedule in any way. As part of their service JBS are responsible for providing an Annual Nominee Report based as at the end of the appropriate tax year, which also includes a Composite Tax Voucher and Capital Gains Tax report for the previous tax year. James Brearley & Sons was established in 1919. JBS is a Member of the London Stock Exchange and authorised and regulated by the UK Financial Conduct Authority. Further details regarding James Brearley and their ICON service can be found on their website- [www.jbrearley.co.uk](http://www.jbrearley.co.uk)

With regard to the Data provided to CTPM clients via the JB ICON product, this data is proprietary data belonging to third party suppliers and issuers. In no event should this data be reproduced in any shape or form to any other third party, other than the clients own professional adviser, for example, lawyer or accountant. Furthermore, the client acknowledges that these third party data providers carry no liability whatsoever for any errors and omissions in the data.

If, in the opinion of CTPM, an alternative supplier of safe custody services was to offer a more appropriate and/or more cost effective solution to your safe custody requirements CTPM reserves the right to change custodian without prior reference to you the client. In this event you will be notified in writing within 14 days giving full details of the new custodian including terms and conditions which will also be posted on our website.

## Charteris Liability

Our main purpose is to achieve your investment aims and objectives and we use all reasonable endeavours to achieve those objectives. However, no warranty is given by us as to the performance or profitability of any investments and other monies held or acquired for the account or the portfolio and we will not be responsible for any loss of opportunity whereby the value of the portfolio could have been increased or for any decline in the value however arising, unless such loss or decline is due to our wilful default or negligence. We will not be liable for any errors of fact or judgement or for any action lawfully taken or omitted to be taken by us, howsoever arising, unless such errors are due to our wilful default or negligence. We carry, as legally required, a comprehensive policy of insurance for Professional Indemnity and Fidelity, which is available for inspection and we are bound by the Financial Ombudsman Service rules.

## Termination of Agreement

This agreement may be terminated at any time by either party, giving notice in writing. There shall not be any penalty in terminating the agreement, save for reasonable administration costs, but settlement will be made for any transactions entered into before termination and a due proportion of any periodic payments for services. After termination of the agreement we will not execute any further transactions except at your specific request. If we wish to terminate this agreement, we will ordinarily give one month's notice in writing.

## Best Execution

When executing orders on your behalf in relation to financial instruments, we will take all reasonable steps to achieve what is called “best execution” of your orders. This means that we will have in place a policy and procedures which are designed to obtain the best possible execution result, subject to and taking into account the nature of your orders, the priorities you place upon us in filling those orders and the market in question and which provides, in our view, the best balance across a range of sometimes conflicting factors.

We will take into consideration a range of different factors which include not just price, but which may also include such other factors as the cost of the transaction, the need for timely execution, the liquidity of the market (which may make it difficult to *even* execute an order), the size of the order and the nature of the financial transaction including whether it is executed on a regulated market.

In the absence of express instructions from you, we will exercise our own discretion in determining the factors that we need to take into account for the purpose of providing you with “best execution”.

Our commitment to provide you with “best execution” does not mean that we owe any fiduciary responsibilities over and above the specific regulatory obligations placed upon us or as may be otherwise contracted between us.

Our policy, in providing you with best execution, is, so far as possible to exercise the same standards and operate the same processes across all the different markets and financial instruments on which we execute your orders. However, the diversity in those markets and instruments and the kind of orders that you may place with us mean that different factors will have to be taken into account when we assess the nature of our execution policy in the context of different instruments and different markets. In some markets, price volatility may mean that the timeliness of execution is a priority, whereas, in other markets that have low liquidity, the fact of execution may itself constitute best execution.

N.B. If you provide us with specific instructions this may prevent us from taking the steps set out in our policy to obtain the best possible result for the execution of your order in respect of the elements covered by those instructions. Executing your order in accordance with your instructions satisfies our obligation to take reasonable steps to obtain the best possible result for the execution of your order.

## Conflicts of Interest

In accordance with the FCA Principles, CTPM must manage conflicts of interest fairly, both between itself and its customers and between a customer and another client. We may do this by maintaining separation of activities, restricting activities, fully disclosing conflicts to clients and obtaining their informed consent, or in some cases, by declining to undertake business.

## Charteris Treasury's Investment Risk Grades

**You the client are required to select a riskgrade for your investments. It is important that you tell us the average risk grade that should apply across your portfolio. Please insert the appropriate number on page one of the Investment Management Agreement.**

1. I do not need my portfolio to take risks at all. Whilst I would like some growth or income, this should not be achieved by exposing the investments to any risk. I realise that returns will be very limited.
2. I want my investments to grow by more than I can achieve on deposit, however, I am only prepared to take minimal investment risks. I understand that the returns may not be great and may not always exceed that of deposit-based holdings.
3. I want my portfolio to benefit from partial exposure to stock markets. I would like a cautious approach and expect an average of 30% in equity-based investments and the remainder in more secure areas. I do not expect significant returns from the portfolio.
4. I can invest for several years and want to benefit from stock market exposure. I am relatively cautious and do not expect all of my investments to be held in volatile areas. An average of 40% exposure to equity-based investments would be acceptable.
5. I am a medium to long-term investor and I would like my portfolio to have a substantial exposure, when the managers deem appropriate, to stock markets. From time to time this may allow 60% of my funds to be in equity-based holdings, although I would like an element of caution to try and ensure that I do not suffer too greatly in times of market weakness.
6. I wish my portfolio to be invested mainly in equity markets. I understand that the portfolio is likely to exhibit volatility but I can either invest for the long term, or am prepared, or can afford to accept these risks in order to seek greater growth or income.
7. I am seeking a good level of growth or income from the equity markets. I am comfortable with all of my funds being invested in potentially volatile investments in order to seek the best long term returns.
8. I consider myself an experienced investor and am seeking strong returns from my portfolio. I am comfortable with stock market investment and would be happy for the manager to include particularly aggressive investments when it is felt suitable.
9. I would like an aggressive portfolio, seeking strong growth over both the short and long term. I am happy for the portfolio to be actively and frequently traded in seeking opportunities which may be of substantially greater volatility than usual. I appreciate that the returns will be highly speculative and the chance of losses are great.
10. I would like a very aggressively managed portfolio and give the managers complete freedom to invest as they choose. I expect frequent trading and high volatility in the value of individual holdings and the portfolio as a whole. In chasing exceptional returns, I understand the chances of loss are great.

**Your Investment Risk Grade can be changed at any time by mutual consent to be confirmed in writing.**

I acknowledge that I have been made aware of and accept the nature, policy and processes which Charteris Treasury Portfolio Managers Ltd has in place for providing best execution. Charteris Treasury Portfolio Managers Ltd shall have full discretion to choose a relevant vehicle for executing any order or order, taking into account all relevant factors in order to achieve the best possible result.

I confirm that I have read and agree to the Terms and Conditions of Business and the Investment Management Agreement.

Signature(s):	Date:

*(Client)*

Signature:	Date:

*(For and on Behalf of Charteris Treasury Portfolio Managers Ltd) Authorised and Regulated by the Financial Conduct Authority)*