

# Wealth Partnership Services

## Questionnaire



# Wealth Partnership Services

## Questionnaire

Name	
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### The Societe Generale Private Banking Hambros Group of Companies

The Wealth Partnership Services will be provided by:  
(Please select one entity only)

- SG Hambros Bank Limited
- SG Hambros Bank (Channel Islands) Limited
  - Jersey
  - Guernsey
- SG Hambros Bank (Gibraltar) Limited

Referred to throughout this Wealth Partnership Services Questionnaire as SGPB Hambros.



## Regulated Financial Intermediary Information

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Regulated Financial Intermediary name	
Address	
	Postcode
Agency number	
Regulated Financial Intermediary contact name	
Telephone number	
Facsimile	
Email address	
Regulatory authority registration number (if applicable)	

## Identification Documents

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We are required to verify the name and permanent residential address of each account holder and each authorised signatory to the account. The acceptable forms of documentation for this purpose are listed below.

Certain documents are considered appropriate for verifying your name while others are appropriate for verifying your permanent residential address. The same document cannot be used to verify both your name and address.

### Verification of name

We require one of the following documents:

- A current signed passport (showing number, issue date, expiry date, issuing office, date and place of birth, signature and photograph)
- A national identity card (showing number, issue date, expiry date, issuing office, date and place of birth, signature and photograph)
- Other\*
- 

### Verification of permanent residential address

We require one of the following documents:

- A utility bill (not more than three months old and not for a mobile telephone)
- A local authority tax bill (valid for the current year)
- A current full driving licence (provided not used above)
- A bank or building society statement (not more than three months old) or the most recent mortgage loan statement from a registered lender
- A tax notification (valid for the current year)
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\*To be advised by SGPB Hambros.

### Other

- F1 Introducers Certificate (Gibraltar only)
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### Notes

1. In the case of passports, driving licences and national identity cards, please provide certified copies of these documents (black and white).
2. Certifications must be original and must be performed by an approved member of SGPB Hambros' staff or by an appropriate professionally regulated person, such as a Regulated Financial Intermediary, a qualified lawyer or accountant, using the following wording:

**'I hereby certify this to be a true copy of an original document.'**

The certifier should also record his/her name, title, occupation, firm and the date of certification.

3. A PO Box address is not acceptable as proof of permanent residential address.

If you have any questions on any of the above requirements, please contact your Regulated Financial Intermediary.

## Personal Details

Please complete in **BLACK INK** and BLOCK CAPITALS.

### Basic Information

**N.B.** For more than 1 joint account holder, basic information and financial details should be listed on a separate form.

	Main Account Holder	Joint Account Holder (if applicable)
Surname		
Forename(s)		
Former name: e.g. maiden name/former married name/any previous name(s)		
Title (Mr/Mrs/Ms/Miss/Dr/Other)		
Date of birth	DD / MM / YYYY	DD / MM / YYYY
Town and country of birth		
Marital status		
Nationality		
Passport/identity card number		
Issuing authority of the passport		
Country of residence in respect of worldwide taxes		
Domicile (if different)		
Tax identification number (TIN)		
Issuing TIN tax authority including country		
Permanent residential address		
	Postcode	Postcode
Owned/rented/other		
Length of time at this address		
If less than two years, state previous address		
	Postcode	Postcode





**Basic Information** continued

	Main Account Holder	Joint Account Holder (if applicable)
Gross annual income from employment (please state currency) If self-employed, state business profits		
Basic salary/drawings per annum		
Amount and source of other annual income (e.g. dividends, pensions, rental income)		
Source of account opening funds		
Approximate value of assets to be transferred to SGPB Hambros custody		
Additional funds to be deployed		

Source of Wealth		
Please provide a full description e.g. sale of business, trading profits, retained income, inheritance, country where wealth has originated from, etc.		
Are there any anticipated changes in your circumstances?		
Client net worth		
Total net worth		

## Your Account Details

### Your Account Details

Currency of account (multiple possible)	GBP <input type="checkbox"/> USD <input type="checkbox"/> EUR <input type="checkbox"/> CHF <input type="checkbox"/>
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### Copy Correspondence

Please provide details of where copy correspondence should be sent. Please also state the capacity in which the recipient will be receiving the copy correspondence (e.g. as your lawyer/accountant) and tick the type of documentation to be provided.

Addressee 1		Copy Correspondence
Name		<b>Bank Account</b> <input type="checkbox"/>
Capacity		Statements <input type="checkbox"/>
Address		Deposit advices <input type="checkbox"/>
	Postcode	<b>Investment Account</b> <input type="checkbox"/>
		Contract notes <input type="checkbox"/>
		Statements <input type="checkbox"/>
		Valuations <input type="checkbox"/>
		CGT packages <input type="checkbox"/>

Addressee 2		Copy Correspondence
Name		<b>Bank Account</b> <input type="checkbox"/>
Capacity		Statements <input type="checkbox"/>
Address		Deposit advices <input type="checkbox"/>
	Postcode	<b>Investment Account</b> <input type="checkbox"/>
		Contract notes <input type="checkbox"/>
		Statements <input type="checkbox"/>
		Valuations <input type="checkbox"/>
		CGT packages <input type="checkbox"/>

Addressee 3		Copy Correspondence
Name		<b>Bank Account</b> <input type="checkbox"/>
Capacity		Statements <input type="checkbox"/>
Address		Deposit advices <input type="checkbox"/>
	Postcode	<b>Investment Account</b> <input type="checkbox"/>
		Contract notes <input type="checkbox"/>
		Statements <input type="checkbox"/>
		Valuations <input type="checkbox"/>
		CGT packages <input type="checkbox"/>

**Copy Correspondence** continued

**Client Desired Correspondence**

Address	
	Postcode

**Requests for Information**

You agree that SGPB Hambros may give the following people any information requested in writing by them in relation to your account(s) **(tick where appropriate):**

Regulated Financial Intermediary		Contact Details
Bank account(s) only	<input type="checkbox"/>	
Investment account(s) only	<input type="checkbox"/>	
Both	<input type="checkbox"/>	

Accountant		Contact Details
Bank account(s) only	<input type="checkbox"/>	
Investment account(s) only	<input type="checkbox"/>	
Both	<input type="checkbox"/>	

Solicitor		Contact Details
Bank account(s) only	<input type="checkbox"/>	
Investment account(s) only	<input type="checkbox"/>	
Both	<input type="checkbox"/>	

Tax Adviser		Contact Details
Bank account(s) only	<input type="checkbox"/>	
Investment account(s) only	<input type="checkbox"/>	
Both	<input type="checkbox"/>	

## Account Mandate

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Please tick the type of account(s) you require:

### Individual Accounts

**Banking Account**

**Execution only Investment Account:**

**Investment instructions provided by my appointed Regulated Financial Intermediary or other authorised third party**

**Discretionary or Managed Advisory Investment Account:**

**Investment instructions provided by SGPB Hambros\***

\*Please complete the additional Investment Services Questionnaire

**I request SGPB Hambros to open the above account(s) in my name.**

**I authorise SGPB Hambros to act on all instructions relating to such account received from my authorised agent (the Regulated Financial Intermediary) (other than regarding free transfers of cash, which are reserved to myself) as mandated in this Wealth Partnership Services Questionnaire and in accordance with the accompanying Terms of Business.**

**Where I seek to instruct you directly in connection with free transfers of cash, to the extent permitted under the accompanying Terms of Business, I authorise SGPB Hambros to act on instructions relating to the account provided they are signed or accepted by me.**

Account Mandate continued

Please tick the type of account(s) you require:

Joint Accounts

Joint Banking Account

Joint Execution only Investment Account:  
Investment instructions provided by my appointed Regulated Financial Intermediary  
or other authorised third party

Joint Discretionary or Managed Advisory Investment Account:  
Investment instructions provided by SGPB Hambros\*

\*Please complete the additional Investment Services Questionnaire

We, the signatories, request SGPB Hambros to open the above account(s) in our names.

We authorise SGPB Hambros to act on all instructions relating to such account received from our authorised agent (the Regulated Financial Intermediary) (other than regarding free transfers of cash, which are reserved to ourselves) as mandated in this Wealth Partnership Services Questionnaire and in accordance with the accompanying Terms of Business.

Where we seek to instruct you directly in connection with free transfers of cash, to the extent permitted under the accompanying Terms of Business, we authorise SGPB Hambros to act on instructions relating to the account provided they are signed or accepted by:

Any account holder acting alone; or\*

All account holders acting together; or\*

A specified number of account holders acting together.\*   
Please specify number below:

Other instructions.\*   
Please specify below:

\*Only one of the above options must be completed. If not completed, SGPB Hambros will default to all account holders acting together.

We hereby acknowledge that we will jointly and severally be liable to SGPB Hambros for repayment and satisfaction of all moneys, obligations and liabilities at any time due, owing or incurred in respect of such account in our joint names, together with interest, commission, charges and any expenses incurred by SGPB Hambros including all legal and other costs on a full indemnity basis.

It is understood that any balance which may now or hereafter stand to the credit of the account and also any stocks, shares, bonds or securities or other documents, packages or items of any description now or hereafter held by SGPB Hambros for the account shall belong to the survivor or survivors of us absolutely in the event of either/any of us dying while such account continues.

**Account Mandate** continued**SGPB Hambros  
Duty of Confidentiality**

It is important that you read and understand the Terms of Business. Explanation of how SGPB Hambros will deal with your confidential information is contained in the Terms of Business, under the headings 'Confidentiality and Data Protection', 'Disclosure of Information' and 'Credit Reference Agencies'.

**Investment Services**

Please tick to signify your agreement if you will be receiving Investment Services:

I/We have read clauses 11 Execution of Orders and 12 Client Limit and Stop-Loss Orders of the Investment Services and Wealth Planning Schedule to the Terms of Business and agree:

- (i) that SGPB Hambros may execute transactions outside a regulated market or multilateral trading facility as set out in clause 11;
- (ii) to SGPB Hambros' Order Execution Policy as set out in clause 11; and
- (iii) that certain unexecuted client limit orders should not be made public as set out in clause 12.

**Valuations/Custody  
Statements**

Valuations are performed on the basis of the mid-market closing prices in the market appropriate to the holding and the exchange rates at the close, either for the day of valuation or for the latest preceding dealing day.

Valuations will be provided to your Regulated Financial Intermediary on a quarterly basis or more frequently as agreed with you in writing, but no more frequently than monthly.

We are under no obligation to provide your Regulated Financial Intermediary with any measure of portfolio performance although we will do this on a regular basis if agreed between you (or your Regulated Financial Intermediary) and us.

Custody statements listing those investments held by SGPB Hambros on your behalf will be provided on an annual basis or more frequently as agreed with you (or your Regulated Financial Intermediary) in writing.

## EU Savings Tax Directive Checklist

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### Required for compliance with the EU Savings Tax Directive

If you are establishing an account(s) in your own name(s) and you reside inside the EU but outside the jurisdiction in which the account(s) is/are to be opened, then for verification of EU tax residence status, it is obligatory that you read the notes below and complete the questions overleaf.

#### EU Countries (plus for UK clients only – ‘Other Prescribed Territories’)

Member States: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the UK (including Gibraltar).

**N.B.** Gibraltar residents are out of scope for accounts set up in the Channel Islands. Channel Island residents are out of scope for accounts set up in Gibraltar.

Gibraltar has automatic exchange of information with the EU Countries. Following an agreement signed by Gibraltar and the UK in December 2005, Gibraltar is now obliged to either withhold tax or exchange information on UK residents. Please refer to the notes on page 10 for those instances where withholding tax or exchange of information will apply.

#### Other Prescribed Territories

Aruba, British Virgin Islands, Guernsey, Isle of Man, Jersey, Montserrat, the Netherlands Antilles and Gibraltar.

The Directive requires that appropriate client identity and residence data be obtained for subsequent reporting and exchange of information between the tax authorities of EU Member States.

#### Establish Identity

Passport or identity card showing name and address.

#### Establish Tax Residence

The country of residence for the application of the EU Savings Tax Directive is the country in which the individual has their permanent address, unless the individual:

- 1 Has a permanent address outside the EU but also presents a passport/identity card issued by an EU Member State. For example, a Dutch passport holder claiming to be resident in South Africa (see Option B on page 12). **UK Clients:** In such instances, the individual must produce a Certificate of Tax Residence issued by the tax authorities of the country in which the individual claims to be resident (from the South African tax authorities, in the example above). If the client fails to produce a Certificate of Tax Residence, the country of residence for EU Savings Tax reporting purposes will be the prescribed territory that issued the individual's passport or identity card (Netherlands, in the example above). **Channel Islands Clients:** In general the official documentation that is presently obtained to give proof of address for Anti-Money Laundering (AML) purposes would be considered sufficient to satisfy the requirements to confirm tax residence. There would therefore be no standard certificate.
- 2 Has a permanent address outside the EU and also holds a non-EU passport or official identity card in which case the individual is not affected by the Directive (see Option D on page 12).
- 3 Claims to be 'UK Resident Non-Domiciled' in which case the client is out of scope (Channel Islands and Gibraltar clients only, see Option E on page 12).

## EU Savings Tax Directive Checklist continued

One of the following five options must apply for all individuals:

Option	Permanent Address	Passport/ID Card Issued by	Documentation/Information Required
A	EU	EU	Tax notification, showing tax identification number (TIN) and the permanent residence address. If no tax notification presented, see NOTE below.
B	Non-EU	EU	Certificate of Tax Residence issued by the tax authorities of the country in which individual has permanent address. If no certificate presented, see NOTE below.
C	EU	Non-EU	Tax notification, showing tax TIN and the permanent residence address. If no tax notification presented, see NOTE below.
D	Non-EU	Non-EU	Permanent address and passport issuer both outside EU – not affected by Directive.
E	'UK Resident Non-Domiciled'		<ul style="list-style-type: none"> <li>– Non-UK passport or UK passport showing a non-UK place of birth</li> <li>– Evidence of a UK residential address and reasons for UK residence</li> <li>– 3rd Party Certificate confirming 'UK Resident Non-Domiciled' status (certification to be provided by HM Revenue and Customs, a lawyer or accountant. Consult your Regulated Financial Intermediary if a 3rd Party Certificate is not available.)</li> </ul>

**NOTE:** Failing production of a tax notification or a Certificate of Tax Residence, the Member State that issued the passport or other official identity document shall be considered the country of tax residence.

In the Channel Islands and Gibraltar, the official documentation that is presently obtained to give proof of address for Anti-Money Laundering (AML) purposes would be considered sufficient to satisfy the requirements to confirm tax residence.

To be completed by all parties to the account(s)

Party No.	To be completed by all parties	For Clients of Gibraltar only	Options B or E
	Are you IN or OUT of scope?	Do you want to withhold tax or exchange information?	Certification of Tax Residence/Status
1	IN <input type="checkbox"/> OUT <input type="checkbox"/>	Withhold <input type="checkbox"/> Exchange <input type="checkbox"/>	
2	IN <input type="checkbox"/> OUT <input type="checkbox"/>	Withhold <input type="checkbox"/> Exchange <input type="checkbox"/>	
3	IN <input type="checkbox"/> OUT <input type="checkbox"/>	Withhold <input type="checkbox"/> Exchange <input type="checkbox"/>	
4	IN <input type="checkbox"/> OUT <input type="checkbox"/>	Withhold <input type="checkbox"/> Exchange <input type="checkbox"/>	

### Gibraltar only:

1. All in-scope parties to a joint account must select the same option of either exchange of information or withholding tax.
2. The withholding option is available to UK residents only.
3. For residents of EU countries (other than the UK), only exchange of information is available.
4. For accounts where at least one party is resident in an EU country, e.g. Spain, and any other party is resident in the UK, the withholding option is not available and all parties will be subject to exchange of information.



## Account Declaration

Please complete in **BLACK INK** and BLOCK CAPITALS.

### Account Declaration

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**By signing this declaration:**

- I/We confirm that I/we have read and understood this Wealth Partnership Services Questionnaire;
- I/We acknowledge that all investment services offered by SGPB Hambros do not include the provision of financial planning services;
- I/We confirm that all the details provided by me/us in this Wealth Partnership Services Questionnaire are true and correct to the best of my/our knowledge and belief;
- I/We acknowledge receipt of the:
  - SGPB Hambros Terms of Business
  - SGPB Hambros Wealth Partnership Services Scale of Charges

and confirm that I/we have read and understood the Terms of Business and agree to be bound by the Terms of Business as they may be amended from time to time.

- I/we understand that, until I/we have given you written notice of the termination of the authorised agent’s (Regulated Financial Intermediary’s) authority, I/we shall be bound by all acts undertaken on my/our behalf by the authorised agent within the scope of the mandate set out in this Wealth Partnership Services Questionnaire.

By ticking the following box, I/we acknowledge that SGPB Hambros will always contact the Regulated Financial Intermediary in the first instance, in case of any questions or if SGPB Hambros needs to contact me/us.

#### Main Account Holder

#### Joint Account Holder (if applicable)

Signature

Signature

Please print name in full

Please print name in full

Date **DD / MM / YYYY**

Date **DD / MM / YYYY**

#### Capital Gains Tax Reporting

I/We require Capital Gains Tax Reporting

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## Regulated Financial Intermediary Authorised Signatory

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### Mandate Authorising a Regulated Financial Intermediary to give Dealing Instructions

To SGPB Hambros

**Name of Account Holder/Authorised Signatory**

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**Name of Account Holder/Authorised Signatory (if applicable)**

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I/We the account holder(s) hereby authorise you until such time as I/we shall give you notice to the contrary in writing to consider

### Regulated Financial Intermediary

Name of company

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Address

---

Postcode

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### Regulated Financial Intermediary Authorised Signatory

Signature

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Please print name in full

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Date **DD / MM / YYYY**

---

### Additional Regulated Financial Intermediary Authorised Signatory (if applicable)

Signature

---

Please print name in full

---

Date **DD / MM / YYYY**

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(whose signature(s) appear(s) above) as fully empowered by me/us to give dealing instructions in relation to any of my/our investments and in respect of any corporate actions.

SGPB Hambros will accept instructions from your Regulated Financial Intermediary by telephone, email, facsimile or via the SGPB Hambros Wealth Partnership Online service (subject to the terms of such web service) on the basis that you, the account holder, accept and will comply with the Terms of Business.

Unless I/we and SGPB Hambros agree otherwise in writing, SGPB Hambros may accept any instruction appearing to come from your Regulated Financial Intermediary which is given in writing or by telephone, email or facsimile or via the SGPB Hambros Wealth Partnership Online service (subject to the terms of such web service), or by any other means deemed acceptable by SGPB Hambros.

## Regulated Financial Intermediary Remuneration

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The Regulated Financial Intermediary Remuneration has been agreed between you and your Regulated Financial Adviser as follows:

Initial	
_____	% of investments amount
_____	monetary amount
Recurring	
_____	% of investments amount per annum
_____	monetary amount per annum

The Regulated Financial Intermediary Remuneration refers to the fees payable by me/us (the client) in respect of services provided by the Regulated Financial Intermediary.

SGPB Hambros will provide your Regulated Financial Intermediary information pertaining to your account to enable your Regulated Financial Intermediary to invoice your account with SGPB Hambros for the Regulated Financial Intermediary Remuneration.

SGPB Hambros is authorised to make payments to the Regulated Financial Intermediary, on your behalf, from your account as invoiced or otherwise presented by your Regulated Financial Intermediary by email or other agreed forms of written communication. SGPB Hambros reserves the right to only make payments to the Regulated Financial Intermediary where there are sufficient cleared funds in your account at the relevant time.



## ISA Application Form (UK Clients Only)

Personal Details	
Full name	
Permanent residential address	
	Postcode
Date of birth	DD / MM / YYYY
National insurance number/pension number	■ ■ ■ ■ ■ ■ ■ ■ ■ ■

I apply to subscribe for an ISA for the current tax year and will confirm each subsequent year that I wish to continue my subscription and the amount to be invested. I declare that:

- I I am 18 years of age or over;
- II All subscriptions made, and to be made, belong to me;
- III I have not/will not subscribe more than the maximum allowance for a cash ISA and a stocks and shares ISA, including those from other providers, in the same tax year that I subscribe to this stocks and shares ISA.
- IV I am resident and ordinarily resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of section 28 of Income Tax (Earning & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or I am married, or in a civil partnership with, a person who performs such duties. I will inform SG Hambros Bank Limited if I cease to be so resident and ordinarily resident, or to perform such duties, or be married to, or in a civil partnership with, a person who performs such duties.
- V I hereby authorise SG Hambros Bank Limited to hold my cash subscription, ISA investments, interest, dividends and any other rights or proceeds in respect of those investments and any other cash. Furthermore, I authorise SG Hambros Bank Limited to make on my behalf any claims to tax relief in respect of ISA investments and on my written request to transfer or pay to me as the case may be ISA investments, interest, dividends, rights or other proceeds in respect of such investments or any cash relating to the Account. I note that SG Hambros Bank Limited reserves the right to alter commission rates and charges. This application has been completed to the best of my knowledge and I will inform SG Hambros Bank Limited of any changes in circumstances affecting the information contained in this form. I agree to all the Terms and Conditions attached.

Signature

Please print name in full

Date

DD / MM / YYYY



## ISA Application Form – Transfer In (UK Clients Only)

1. Personal Details	
Full name	
Permanent residential address	
	Postcode
Date of birth	DD / MM / YYYY
National insurance number/pension number	■ ■ ■ ■ ■ ■ ■ ■ ■ ■

I authorise SG Hambros Bank Limited to transfer in my Individual Savings Account from my existing ISA Manager. I declare that:

- i I am 18 years of age or over;
- ii I am resident and ordinarily resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of section 28 of Income Tax (Earning & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or I am married, or in a civil partnership with, a person who performs such duties. I will inform SG Hambros Bank Limited if I cease to be so resident and ordinarily resident, or to perform such duties, or be married to, or in a civil partnership with, a person who performs such duties.
- iii I hereby authorise SG Hambros Bank Limited to hold my cash, ISA investments, interest, dividends and any other rights or proceeds in respect of those investments and any other cash. Furthermore, I authorise SG Hambros Bank Limited to make on my behalf any claims to tax relief in respect of ISA investments and on my written request to transfer or pay to me as the case may be ISA investments, interest, dividends, rights or other proceeds in respect of such investments or any cash relating to the Account. I note that SG Hambros Bank Limited reserves the right to alter commission rates and charges. This application has been completed to the best of my knowledge and I will inform SG Hambros Bank Limited of any changes in circumstances affecting the information contained in this form. I agree to all the terms and conditions attached.

Signature

Please print name in full

Date

DD / MM / YYYY

**ISA Application Form – Transfer In (UK Clients Only)** continued

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<b>2. Transfer Authority</b>	
Existing ISA Manager's name	
Existing ISA Manager's address	
	Postcode
ISA account number	

Please take this as my authority and instruction to transfer this ISA from the above mentioned existing ISA Manager to SG Hambros Bank Limited in the form of:

Stock

Cash

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Signature

\_\_\_\_\_  
Please print name in full

Date

DD / MM / YYYY

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## ISA Savings Account – Terms of Business (UK Clients Only)

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### 1. Introduction

Societe Generale Private Banking Hambros (SGPB Hambros) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, and is entered on the FCA Register with FCA registration number 119250. Our registered office is Norfolk House, 31 St James's Square, London SW1Y 4JR. The FCA's registered office is 25 The North Colonnade, Canary Wharf, London E14 5HS. It is also approved as an 'ISA' manager by HM Revenue & Customs.

### 2. Important Notice

These 'ISA Terms of Business' are legally binding, so you should read them carefully before you sign an agreement with us. The 'ISA Terms of Business' together with your completed 'ISA Application Form' set out the services we will provide in connection with, and the terms and conditions that will govern, your subscription to and operation of your 'SGPB Hambros ISA that you transfer to us.

These 'ISA Terms of Business' are supplemental to the 'Terms of Business'. In the event of any conflict between the 'ISA Terms of Business' and the 'Investment Services Documents', the 'ISA Terms of Business' will prevail.

The 'ISA Terms of Business' are subject to the Individual Savings Account Regulations 1988, as amended from time to time. In the event of any conflict between the 'ISA Terms of Business' and the 'Regulations', the 'Regulations' will prevail.

The 'ISA Terms of Business', your 'ISA Application Form' and the 'Investment Services Documents' set out the entire agreement between us with respect to your 'ISA'. These documents replace any earlier terms of business relating to the 'ISA' entered into between us. Please retain a copy of these documents for your records.

You acknowledge that you have not relied on or been induced to enter in to these 'ISA Terms of Business' by any representation other than those expressly set out in the 'ISA Terms of Business' or 'Investment Services Documents'. We will not be liable to you (in equity, contract or tort, or under the Misrepresentation Act 1967) for a representation, other than a fraudulent misrepresentation, that is not set out in these 'ISA Terms of Business' or the 'Investment Services Documents'.

### 3. Definitions

Throughout these 'ISA Terms of Business' key words and expressions are highlighted in single quote marks and are used with the defined meaning set out in Clause 14. A reference to we/us/our means SGPB Hambros Bank incorporated in England and Wales under company number 964058. A reference to you/your/client refers to a person who has agreed to these 'ISA Terms of Business'.

### 4. Changes to These 'ISA Terms of Business'

We reserve the right to change these 'ISA Terms of Business' and/or any terms supplemental to them and/or withdraw, suspend or change any of the services provided by us under them at any time. If the change is to your advantage, we may make the change immediately and will notify you within 2 months. In all other cases we will always give you at least 2 months notice before making any change. All changes will be notified in writing which may be by way of email to the email address you have given us.

### 5. Your Application

Applications will only be accepted on the appropriate 'ISA Application Form'.

We reserve the right to reject your application. If your application for an 'SGPB Hambros ISA' is not complete in all respects, we may open your 'ISA' on a provisional basis. If you do not provide us with the missing information within 30 days of the date on which we received your application, we will cancel the 'ISA' and return your subscription fee.

You have the right to cancel your subscription to a 'SGPB Hambros ISA' within 14 days of completion of the 'ISA Application Form' and your agreement to the 'ISA Terms of Business' and the 'Investment

Services Documents'. If you cancel your subscription in this way, you will be exempt from UK income and capital gains tax on any income or gains arising from the subscription in the period.

### **6. Permitted Investments**

Investment in your 'ISA' may be made by cash subscription or approved new issues. However we will only undertake transactions in or accept securities to the 'ISA' which qualify as investments within the provisions of the Regulations.

The total amount subscribed to your 'ISA' in a tax year must not exceed the annual limit set out in the Regulations.

### **7. Cash Balances**

We act as banker rather than as trustee in respect of any money we hold on your behalf within your ISA. As a result, we will not hold your money in accordance with the FCA's client money rules. In particular, we shall not segregate your money from ours and we shall not be liable to account to you for any profits made by our use as banker of such funds.

Interest will be paid on cash balances at the rate 1% below the prevailing Bank of England base rate. Interest paid in accordance with this clause will be subject to a statutory flat rate charge of 20% which will be paid by us to HM Revenue & Customs. The amount deducted is not classed as tax, is not repayable and is not declarable on your tax return.

### **8. Custody**

All investments will be held in accordance with the terms of your 'Investment Services Documents' and the 'Regulations'. You will remain the beneficial owner of the investments.

We will only accept instructions from you or any other person that you have previously advised us has authority to give instructions on your behalf.

Securities evidencing title will not be lent to third parties nor can money be borrowed on your behalf against these securities.

If you so elect in writing, we will make arrangements for you to receive any information (in addition to the annual report and accounts) issued to shareholders, securities holders or unit holders of securities held in your 'ISA', including invitations to shareholders', securities holders' or unit holders' meetings and the right to attend and vote at such meetings. We reserve the right to charge you a fee for this service.

### **9. Dividends and Corporate Actions**

We will collect dividends and any other distributions or benefits due in respect of the securities held in your 'ISA'. In instances where scrip dividends are available as an alternative to cash, we will accept the cash option. We will reclaim from HM Revenue & Customs all tax credits on dividends and distributions to which you are entitled.

Distributions and tax rebates received in respect of the investments held in the 'ISA' may either be reinvested or distributed to you on a half yearly basis (net of all fees and charges) at the end of June and December.

In the event of any corporate action requiring a response from the holder of the 'ISA', we will use our best efforts to inform you of the options available. If we cannot contact you for whatever reason, we will use our judgement as to what is in your best interest, but cannot accept any responsibility in doing so. Any non-eligible securities or rights received may be sold and the proceeds credited to the 'ISA'.

We will be responsible for exercising conversion and subscription rights, dealing with takeovers or other offers or capital changes, and exercising voting rights.

### 10. Statements and Valuations

You agree that we will send you a statement on a quarterly basis which will include a report of all transactions executed during the period and a statement of cash movements, including dividends and tax rebates received.

We will send you a valuation of all the investments and any cash balance held within the 'ISA' on a quarterly basis or on a more frequent basis as agreed between us. The statement will not include any measure of the 'ISA's' investment performance.

### 11. Charges

We will charge you in accordance with our published rates in effect at the time the charges are incurred for both management and transactions. Details of the charges which apply to your account and any services provided pursuant to these 'ISA Terms of Business' are set out in the SGPB Hambros Wealth Partnership Services scale of charges, a copy of which will be provided to you by your Regulated Financial Intermediary. Charges will be calculated on a pro rata basis in the event you terminate or transfer your 'ISA'.

If you transfer your 'ISA' to another 'ISA' manager we may charge you an administration fee.

We may apply any cash or sell any of the securities held in your 'ISA' in payment of our charges, or to pay any tax to which HM Revenue & Customs is entitled in respect of the 'ISA'.

### 12. Withdrawal, Termination and Transfers

Upon your written instructions all or part of the investments held in the 'ISA' and proceeds arising from those investments may be transferred or paid to you (subject to the payment of any outstanding transactions, fees and expenses).

Either party may terminate these 'ISA Terms of Business' by giving 2 months written notice of termination to the other. In this event and subject to completion of, and payment for, any outstanding transactions, fees and expenses, we shall transfer the securities and/or cash in the 'ISA' to you, or, on your written instructions, your 'ISA' or part of your 'ISA' may be transferred to another 'ISA' manager.

Under the 'Regulations' we are required to notify you if, by any reason of failure to satisfy the provisions of the 'Regulations', an 'ISA' has or will become void.

### 13. Applicable Law

A transaction which is subject to the rules of a stock or investment exchange shall be governed by the law applicable to it under those rules. Subject to this, these 'ISA Terms of Business' and the agreement between you and us which they record are governed by English Law. Both parties agree to submit to the jurisdiction of the Courts of England and Wales in respect of any dispute but you agree that we will be entitled to pursue our remedies in the courts of any other relevant jurisdiction.

### 14. Key Words and Expressions

'FCA' means the Financial Conduct Authority; 'FCA Rules' means the rules of the FCA set out in the FCA Handbook; 'Investment Services Documents' means the Terms of Business and the Wealth Partnership Services Questionnaire; 'Terms of Business' means the terms and conditions governing the provision of banking and investment services by SGPB Hambros; 'Wealth Partnership Services Questionnaire' means the questionnaire to be completed by all clients to whom SGPB Hambros provides investment services regulated via financial intermediaries; 'ISA' means individual savings account; 'ISA Application Form' means the SGPB Hambros ISA application form or the SGPB Hambros application form to transfer an 'ISA' to SGPB Hambros; 'ISA Terms of Business' means clauses 1 to 14 of this document; 'Regulations' means the Individual Savings Account Regulations 1988. 'SGPB Hambros' means SGPB Hambros Bank; 'SGPB Hambros ISA' means the individual savings account offered by SGPB Hambros.



## Beneficial Ownership

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I/We hereby declare that I am/we are the beneficial owner(s) of the assets and income to which this form relates.

## Change of Circumstance in Status as a Non-US Person

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I/We undertake to notify SGPB Hambros if my/our status as a 'non-US Person(s)' changes to the status of a 'US Person(s)'.

### Main Account Holder/Authorised Signatory

Signature

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Date

DD / MM / YYYY

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### Joint Account Holder/Authorised Signatory (if applicable)

Signature

---

Date

DD / MM / YYYY

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## Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

OMB No. 1545-1621

▶ **Section references are to the Internal Revenue Code.** ▶ **See separate instructions.**  
 ▶ **Give this form to the withholding agent or payer. Do not send to the IRS.**

**Do not use this form for:**

- A U.S. citizen or other U.S. person, including a resident alien individual . . . . . W-9
- A person claiming that income is effectively connected with the conduct of a trade or business in the United States . . . . . W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) . . . . . W-8ECI or W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) . . . . . W-8ECI or W-8EXP

**Note:** These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.

- A person acting as an intermediary . . . . . W-8IMY
- Note:** See instructions for additional exceptions.

**Part I Identification of Beneficial Owner** (See instructions.)

<b>1</b> Name of individual or organization that is the beneficial owner	<b>2</b> Country of incorporation or organization
<b>3</b> Type of beneficial owner: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Disregarded entity <input type="checkbox"/> Partnership <input type="checkbox"/> Simple trust <input type="checkbox"/> Grantor trust <input type="checkbox"/> Complex trust <input type="checkbox"/> Estate <input type="checkbox"/> Government <input type="checkbox"/> International organization <input type="checkbox"/> Central bank of issue <input type="checkbox"/> Tax-exempt organization <input type="checkbox"/> Private foundation	
<b>4</b> Permanent residence address (street, apt. or suite no., or rural route). <b>Do not use a P.O. box or in-care-of address.</b>	
City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)
<b>5</b> Mailing address (if different from above)	
City or town, state or province. Include postal code where appropriate.	Country (do not abbreviate)
<b>6</b> U.S. taxpayer identification number, if required (see instructions) <input type="checkbox"/> SSN or ITIN <input type="checkbox"/> EIN	<b>7</b> Foreign tax identifying number, if any (optional)
<b>8</b> Reference number(s) (see instructions)	

**Part II Claim of Tax Treaty Benefits** (if applicable)

**9 I certify that (check all that apply):**

**a**  The beneficial owner is a resident of .....within the meaning of the income tax treaty between the United States and that country.

**b**  If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).

**c**  The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).

**d**  The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).

**e**  The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.

**10 Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article .....of the treaty identified on line 9a above to claim a .....% rate of withholding on (specify type of income): .....

Explain the reasons the beneficial owner meets the terms of the treaty article: .....

**Part III Notional Principal Contracts**

**11**  I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

**Part IV Certification**

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

**1** I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,

**2** The beneficial owner is not a U.S. person,

**3** The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, **and**

**4** For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

**Sign Here** ▶ \_\_\_\_\_  
 Signature of beneficial owner (or individual authorized to sign for beneficial owner)                      Date (MM-DD-YYYY)                      Capacity in which acting





## Notes

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## Notes

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[www.privatebanking.societegenerale.com/hambros](http://www.privatebanking.societegenerale.com/hambros)

BUILDING TEAM SPIRIT TOGETHER

