



## Corporate Client Agreement for Dealing with Advice, Execution only and Nominee Services

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**Account 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 (“IW&I”) and references to “you” or “your” refer to the party or parties named above, unless otherwise stated.

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

**Please complete this document as comprehensively as possible. Our ability to provide the Corporate with the best possible advice is dependent on our knowledge of the financial position.**

### Contents

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- Section 1 – Primary contact details**
- Section 2 – Company details**
- Section 3 – Relationship with other parties**
- Section 4 – Details of the service**
- Section 5 – Client categorisation**
- Section 6 – Tax**
- Section 7 – Your money**
- Section 8 – Instructions**
- Section 9 – Anti money laundering requirements**
- Section 10 – Declarations**
- Section 11 – Additional information**
- Section 12 – Account transfer authority form**

## Primary contact details

### Section 1

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### Our Agreement

This *Client Agreement* should be read in conjunction with the *Terms and Conditions*, our Schedule of Commission and 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 clients.
3. We have received a copy of the mandate authorising the opening of the account and specifying the director(s) authorised to enter into this *Agreement*.

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 administer the 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 if you wish to enter into transactions relating to warrants, options, futures or contracts for differences, 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 regulated 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 Markets in Financial Investments Directive ("MiFID") 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 trust on your behalf. Our *nominee company* is a member of the CREST Settlement System and, wherever practicable, will hold your stock in uncertificated form.

The Directors 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 depending 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 into 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

Primary contact details:		
COMPANY NAME		
CONTACT NAME AT THE COMPANY	FIRST NAMES	SURNAME
POSITION OF CONTACT PERSON AT THE COMPANY		
CORRESPONDENCE ADDRESS		
TELEPHONE NUMBER	FACSIMILE NUMBER	
E-MAIL ADDRESS		

Section 2

Company details	
Please tick relevant box for all persons who are authorised to give instructions on behalf of the Company (this must be included in the mandate referred to on page 2).	
COUNTRY OF INCORPORATION	DATE OF INCORPORATION <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
REGISTERED NUMBER	
CHAIRMAN (IF APPLICABLE)	<input type="checkbox"/>
CHIEF EXECUTIVE (IF APPLICABLE)	<input type="checkbox"/>
COMPANY SECRETARY (IF APPLICABLE)	<input type="checkbox"/>
ACTIVITIES	
REGISTERED OFFICE	

A Directors	
Company Directors (please continue in the section entitled 'Additional information' if necessary).	
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

Company Directors who are authorised to give instructions on behalf of the Company must complete the following detail (please continue in the section entitled 'Additional information' if necessary).

FULL NAME
RESIDENTIAL ADDRESS

Company Directors who are authorised to give instructions on behalf of the Company must complete the following detail.

FULL NAME
RESIDENTIAL ADDRESS

Company Directors who are authorised to give instructions on behalf of the Company must complete the following detail.

FULL NAME
RESIDENTIAL ADDRESS

# Company details

## Section 2

### B Shareholders

The details of shareholders whose holding is greater than 20% must be completed below (please continue in section entitled 'Additional information' if necessary)

FULL NAME

RESIDENTIAL ADDRESS

The details of shareholders whose holding is greater than 20% must be completed below.

FULL NAME

RESIDENTIAL ADDRESS

The details of shareholders whose holding is greater than 20% must be completed below.

FULL NAME

RESIDENTIAL ADDRESS

### Nature of company

Is the Company a trading Company  or an investment Company

If the Company is a trading Company, please describe the portfolio's role in the overall Company strategy.

We will operate the account on the basis of one instruction, unless notified to the contrary in the mandate (referred on page 2).

APPROXIMATE VALUE OF NET ASSETS OF THE COMPANY  
(PLEASE INCLUDE CURRENCY)

APPROXIMATE NUMBER OF SHAREHOLDERS OF THE COMPANY

Copy of Memorandum and Articles of Association  ENCLOSED

Copy of the Latest Company Accounts  ENCLOSED

Please indicate if you wish us to download these documents from the Companies Registration Office online:  YES  NO

### Section 3

#### Instructions from any *nominated person*

If you wish to appoint any *nominated person* to pass instructions to us in respect of the operation of your account (e.g. other adviser, etc.), please list them below.

If after the date of this *Client Agreement* your wishes change then you should notify us in writing in accordance with section 32 of the *Terms and Conditions*. Such instructions from any *nominated person* cannot be accepted by us until we have completed whatever actions we are required to undertake under the appropriate Money Laundering legislation or regulations. Where appropriate we will liaise directly with any *nominated person* to fulfil our obligations.

FULL NAME									
DATE OF BIRTH									
RESIDENTIAL ADDRESS									
CORRESPONDENCE ADDRESS									

FULL NAME									
DATE OF BIRTH									
RESIDENTIAL ADDRESS									
CORRESPONDENCE ADDRESS									

#### Information to other persons

If you wish us to provide contract notes to other persons in respect of transactions on your account (e.g. Solicitor, Accountant, Beneficiary, Settlor 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 32 of the *Terms and Conditions*.

NAME									
CORRESPONDENCE ADDRESS									

NAME									
CORRESPONDENCE ADDRESS									

## Details of the service/client categorisation/tax

### Sections 4-6

## Section 4

### Service

Your account will be operated on a Dealing with Advice or Execution only basis as described in section 5 of our *Terms and Conditions*.

Please indicate the service you wish to select:

DEALING WITH ADVICE

EXECUTION ONLY &  
NOMINEE SERVICE

Please tick one box

**For the Dealing with Advice Service, we will advise you on individual transactions, but we do not undertake to monitor your portfolio on an ongoing basis. However, from time to time we may offer you specific advice we consider to be relevant to you.**

Portfolio Reference Currency  EURO  GBP

Under Dealing with Advice, if you wish to carry out execution only trades from time to time and hold them in a separate execution only account, please complete account opening documentation for an Execution Only account. Otherwise your execution only trades will be held on your Dealing with Advice account.

A valuation report is available upon request, subject to an agreed fee.

### Other provisions

Please detail here any other matters or specific requirements of which we should be aware, including the proposed intention of your Dealing with Advice account. Please note, 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.


## Section 5

### Client categorisation

Following our internal assessment, required under the MiFID regulations, you have been categorised as one of the following, which you understand is based on your corporate structure and/or your investment knowledge and experience and by signing this agreement you confirm your acceptance of this categorisation.

Categorisation:  RETAIL CLIENT

PER SE PROFESSIONAL CLIENT

ELECTIVE PROFESSIONAL CLIENT

**Note** – if you have been categorised as a Professional Client (Per se or Elective) please refer to the Section 2 of the Terms & Conditions and the separate notice regarding loss of protections, for full details.

## Section 6

### Tax

#### Client Declaration

The Company is incorporated in  for taxation purposes.

Tax Reference Number

**Please note:** a) we may be required to disclose certain information about your account to Irish Revenue Commissioners and overseas authorities if requested;  
b) if you invest in US securities please read the guidance notes on US Withholding Tax in our *Terms & Conditions*.

**FATCA**

The Foreign Account Tax Compliance Act (FATCA) was signed into US law on 18 March 2010. Its aim is to prevent US taxpayers from using accounts held outside of the US to evade taxes. On 21 December 2012, Ireland and the United States signed an inter-governmental agreement regarding FATCA. Under that agreement, Ireland agreed to pass laws requiring financial institutions to report annually to the Irish Revenue Authorities on specified accounts held in Ireland by US persons.

FATCA introduces new requirements for withholding, reporting and account due diligence by financial institutions. IW&I has made a commitment to being fully FATCA compliant in all countries it operates. As such, IW&I will report the necessary information to the IRS or local tax authority on all accounts held by US persons. Additionally, IW&I may also need to report information about customers who do not provide the required information to us.

Are any of the directors of the company a resident of the United States of America for tax purposes?  Yes  No

Are any of the directors of the company a citizen of the United States of America?  Yes  No

If the answer to either of the above questions is "Yes", please provide us with a completed Form W9 for each relevant director.

If the answer is "No" to the above, you are certifying that there are no US connections in relation to this account.

**Section 7**

**Your money**

Any funds which we hold for you will be held in a bank account on your behalf subject to the Central Bank of Ireland's Client Asset Regulations.

If you request us to pay money to the Company, we will normally only pay money by automated transfer to the bank nominated by the Company below. If the Company's account changes or you wish money to be paid into another account, you must confirm this in writing in advance of payment.

**Bank**

CURRENCY EURO											
BANK											
BRANCH											
SORT CODE									ACCOUNT NUMBER		
ACCOUNT NAME											
IBAN NUMBER*											
BIC											

\* MANDATORY FIELD

CURRENCY GBP											
BANK											
BRANCH											
SORT CODE									ACCOUNT NUMBER		
ACCOUNT NAME											
IBAN NUMBER*											
BIC											

\* MANDATORY FIELD

CURRENCY USD											
BANK											
BRANCH											
SORT CODE									ACCOUNT NUMBER		
ACCOUNT NAME											
IBAN NUMBER*											
BIC											

\* MANDATORY FIELD

**Income**

Income will be credited to your account and will be available upon request.

### Section 8

**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.

We will not pass your details on to any third party 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 different instructions from you in writing and in accordance with the provisions of section 37 of the Terms and Conditions in a form other than by e-mail or fax.

**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 for the Company 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 any information you provide to us in the future should change.
- 4 We will not be investment managers on your portfolios but will only provide you with advice on a transaction by transaction basis on your dealing with advice account.



## Section 9

**Anti Money Laundering Requirements for Corporate Clients**

We are required by the Money Laundering regulations, Criminal Justice (Money Laundering & Terrorist Financing) Act, 2010 (as amended) to verify the identity of any entity opening an account with us.

Please ensure that your Client Agreement Form is returned with one form of identification from List A (for separate verification of your identity) and two forms of identification from List B (for separate verification of your address). **This is required for all authorised signatories, listed directors, and any 20% beneficial holders in the company.**

If you are unable to provide the necessary original documents, you may provide certified copies of documents below as proof of your identity and address.

**Documentation to be provided to Identify the Company:**

- Original or Certified copy of Certificate of Incorporation
- Original or Certified Copy of Memorandum and Articles of Association
- Copy of most recent audited financial statements
- List of Directors including address, date of birth and occupation

**Note:** If your company is incorporated in the Republic of Ireland, we will obtain the above mentioned documentation from the Companies Registration Office on your behalf. If your company is not incorporated in the Republic of Ireland we will require receipt of the above mentioned documentation and we may require additional documentation which we will discuss with you.

**Identification Requirements for Directors, Authorised Signatories and Beneficial Owners**

- List of authorised signatories
- Mandate confirming those authorised to open and operate the account
- Verification of identity and address for at least two directors and two authorised signatories (if different)
- Beneficial Owners - we will require a list of shareholders and their addresses for all shareholders with holdings  $\geq 10\%$  Where a beneficial owner holds in excess of 20%, we will require verification of identity and address as set out below.

**Note:** If a 20% beneficial owner of the company is also a company, full Anti Money Laundering documentation for that entity will also be required. Money Laundering will need to continue down through the chain of ownership on all individuals or entities, until a point is reached where we have identified all 20% beneficial holders.

**From an individual level** within the Corporate (ie. directors, shareholders and nominated persons):

List A: Verification of Identity

- Certified copy of signed valid passport
- Certified copy of signed Current Irish/UK Drivers Licence

List B: Verification of Address (Original or Certified Documents\*)

- Recent utility bill e.g. electricity bill, gas bill, telephone bill\*\*
- Bank, credit union or building society statement\*\*
- Most recent Notice of Determination for Tax Credit
- Current Balancing Statement from Revenue Commissioners (dated within the last twelve months)
- Social Insurance Documents
- Current household/motor insurance documents (policy document only)
- Revenue Commissioners C2 Tax Credit (dated within the last twelve months)
- Current Local Authority Document e.g. refuse collection bill, water charge bill

\* Certification should be carried out by a bank/building society or other regulated financial institution, Notary Public, Solicitor, Accountant, Garda/police Officer, Embassy Official or Commissioner for Oaths. The actual copy of the document should be stamped by the firm/person, whose name and qualification should be clearly evidenced. The certification should include wording similar to the following "I certify that this copy is a true copy of the original [passport]" with the date clearly marked. The certifier should be a person of reputable standing who is independent of the account holder.

\*\* These documents must be dated within the last six months.

# Declarations

## Section 10

### Section 10

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.

#### Client declaration

The Directors confirm that there are no principals behind the Company which are not known to Investec Wealth & Investment ("IW&I").

The Directors confirm that they have read and understood the provisions of the *Agreement* (including the *Terms and Conditions* and other documents referred to in the first paragraph of this *Client Agreement* and details of IW&I's charges) and agree to be bound by the terms hereof.

Further, in respect of the operation of the account, the Directors confirm that (unless notified to the contrary):

- Any one of the undersigned, or a duly authorised *nominated person*, is authorised to give all instructions on behalf of the Company.
- Any one Director is authorised on behalf of the Company to appoint in writing additional *nominated persons* for the Company for the purposes of (a) above, provided that this instruction is given on a validly signed *Nominated Person Form*. For additional Directors, or changes to the Directors, the written notification must be accompanied by a certified copy of the Companies Act B10 form. This will be subject to paragraph 1 of section 32 of our *Terms and Conditions*.
- The Directors undertake to notify IW&I immediately in writing of any amendment made to the Company documentation and provide a certified copy of the document evidencing such amendment.
- The Directors undertake to notify IW&I in writing of any change of Director immediately following the change becoming effective and provide certified documents evidencing the change of Director, for example, the relevant Companies Act form. Again, this will be subject to paragraph 1 of section 32 of our *Terms and Conditions*.
- The above confirmations do not in any way prejudice or affect any instructions previously given to IW&I in relation to the operation of the account held by the Company.

Furthermore, in relation to the Articles of Association, the Directors confirm that:

- They have the unencumbered power to invest Company monies and that there are no restrictions on the assets in which the Company may invest.
- They have the absolute power to appoint Investment Managers and to delegate *investment* decisions.
- After taking competent legal advice that all relevant Company provisions have been disclosed to IW&I and that all supplemental documents evidencing these powers have been supplied to IW&I and that they are true and accurate, and that there are no other relevant provisions of the Company regulating the *investment* of assets.

We certify that these confirmations were duly given in accordance with the Articles of Association of the Company. We confirm that the signatures furnished to IW&I herewith are those of the Directors at the date hereof.

We confirm that we agree to the registration of financial instruments in the name of:

- a nominee company which is a member of the Investec Group or a nominee company of a relevant party or eligible custodian or
- in the name of an eligible custodian or relevant party outside the State or the EEA where it is not possible to do otherwise due to the nature of the law or market practice of the relevant jurisdiction outside the State or the EEA.

We understand that client assets may be pooled with those of one or more clients and we hereby consent to IW&I holding client assets in a pooled account.

We consent to IW&I holding client assets (client funds & financial instruments) outside the State or EEA.

Where we have instructed IW&I to do so, we consent to IW&I depositing client assets with a specific third party that does not meet IW&I's internal risk assessment.

Where we have instructed IW&I to do so, we consent to IW&I depositing financial instruments with a third party in a third country (i.e. a country that is not a member state of the EU or EEA) that does not regulate the holding and safekeeping of investments.

We understand that IW&I may place client assets with third parties that may have a security interest or lien over, or right of set-off in relation to those assets until all settlement obligations have been fulfilled and we consent to IW&I granting to any third party, a lien, security interest and/or right of set-off over these client assets.

We consent to the arrangements detailed in the Terms and Conditions in respect of the giving and receiving of instructions in relation to safe-keeping services which IW&I provide.

We understand that interest earned on client funds held in pooled accounts is retained by IW&I for their own benefit and we hereby consent to IW&I retaining interest earned on client funds in pooled accounts.

SIGNED	PLEASE PRINT NAME
CAPACITY IN WHICH SIGNING	DATE
SIGNED	PLEASE PRINT NAME
CAPACITY IN WHICH SIGNING	DATE

**Note:** A complete list of the persons so authorised to sign on behalf of the Company, with specimens of their signatures, must be furnished to us if such persons have not signed above.

Section 11

**Additional information**

Lined area for additional information.

Additional information

Handwriting practice area consisting of a grid of 30 horizontal lines within a yellow border.

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	

First name applicant	
<input type="checkbox"/> MR	<input type="checkbox"/> MRS
<input type="checkbox"/> MISS	<input type="checkbox"/> MS
<input type="checkbox"/> OTHER	
FULL NAME	
ADDRESS	
Signature	
SIGNED	
DATE	<input type="text"/>

Second name applicant	
<input type="checkbox"/> MR	<input type="checkbox"/> MRS
<input type="checkbox"/> MISS	<input type="checkbox"/> MS
<input type="checkbox"/> OTHER	
FULL NAME	
ADDRESS	
Signature	
SIGNED	
DATE	<input type="text"/>

For Corporate bodies please state Capacity of signatories:


**For office use only**

Investec Wealth & Investment contact name and number (Inv Manager)


To arrange the transfer of the securities please email:

stocktransfers@investec.ie
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Please also supply the following:  
A recent valuation including book costs and stock history (sedols or ISINs). If no book costs are provided, we will use the market value on the date of transfer.

**Note:** You will need to complete a separate transfer form for each existing Manager.

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For office use only	
TERMS AND CONDITIONS VERSION	AUTHORISED BY
CAKID	SCHEDULE COMMISSION & CHARGES
CR	DATE SENT
AAC	CL
VF	AMC
AML	V.CYC
FTF      YES <input type="checkbox"/> NO <input type="checkbox"/>	INV. MGR.
RR	CATEGORISATION    RETAIL <input type="checkbox"/> PROFESSIONAL <input type="checkbox"/>

[www.investec.ie](http://www.investec.ie)

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 Registered in Ireland No. 223158  
 Registered Office: The Harcourt Building, Harcourt Street, Dublin 2.  
 Investec Wealth & Investment is a "Qualifying Fund manager" (QFM) as defined in section 784A, Taxes Consideration Act, 1997

