

Terms of Service

These Terms of Service contain certain technical terms which are used in relation to trading, investments and the stock markets. You should be confident that you understand what all of these terms mean before you start trading with TD Waterhouse Investor Services (Europe) Limited.

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Terms of Service

Part A Introduction

1 Introduction

1.1 Please read these Customer Terms of Service ("Terms") carefully. Once we have accepted your completed application form or your online application and this has been confirmed by us, you have a contract with us and so these Terms will apply to you. In all cases we will confirm our agreement with you in writing. If your application has been made online we may confirm in writing after you have started trading with us.

1.2 These Terms shall apply to all execution only stockbroking services (the "Stockbroking Services") and banking services (the "Banking Services") (together, the "Services") which the Broker and TD Waterhouse Bank N.V. provide to you. The term "execution only" is explained in clause 3.2. Appendix B sets out the terms that apply when we provide you with certain Payment Services on any Account.

1.3 In these Terms, reference to:

1.3.1 "Account" means any account held by you in connection with the Services.

1.3.2 "Broker" means TD Waterhouse Investor Services (Europe) Limited who provides the execution only Stockbroking Services. The Broker is authorised and regulated by the Financial Services Authority ("FSA") and is a member of the London Stock Exchange and the PLUS market. The Broker's registered office and business address is Exchange Court, Duncombe Street, Leeds LS1 4AX United Kingdom and its company registration number is 2101863.

1.3.3 "Business Day" means any day, other than a Saturday or a Sunday or a Bank Holiday, on which banks are open for business in London.

1.3.4 "Complex Products" means certain derivative products such as, without limitation, warrants, covered warrants, financial spread bets, contracts for difference and certain shares if they are not listed on a Regulated Market or on a market which has equivalent standards of regulation as a European Economic Area market.

1.3.5 "Cash Management Services Account or CMS Account" means an Account which will allow you to operate the management of cash held with us both in relation to the Stockbroking Services or otherwise.

1.3.6 "Dividend Reinvestment Plan or DRIP" means a manufactured product offered on certain Accounts as part of the Stockbroking Services where we will reinvest your dividend income from Eligible Shares, in the company which originated the dividend, by purchasing shares in the open market.

1.3.7 "Eligible Shares" means certain shares which are eligible for DRIP from time to time, details of which can be found on our website at tdwaterhouse.co.uk.

1.3.8 "Execution Venue(s)" means a Regulated Market, a Multilateral Trading Facility, an authorised firm that executes orders off its own book, a market maker, or other liquidity provider or any entity outside the European Economic Area which performs a similar function to any of these.

1.3.9 "FSA" means the Financial Services Authority, the regulator for the UK's financial services industry, which can be contacted at 25 The North Colonnade, Canary Wharf, London E14 5HS United Kingdom or through its website: www.fsa.gov.uk

1.3.10 "FSA Rules" means the rules and guidance issued by the Financial Services Authority from time to time.

1.3.11 "Limit Order" means an order to buy or sell a financial instrument at its specified price limit or better and for a specified size.

1.3.12 "Market Best Order" means an order to buy or sell shares at the best price available at the time that the order is placed.

1.3.13 "Multilateral Trading Facility" means a multilateral system operated by an investment firm or market operator which brings together multiple third party buyers and sellers in financial instruments and which is subject to non-discretionary rules.

1.3.14 "Nominee" means the Broker's nominee, that is TD Waterhouse Nominees (Europe) Limited (registered number 979423) whose registered office is at Exchange Court, Duncombe Street, Leeds LS1 4AX United Kingdom.

1.3.15 "Non-Complex Products" means certain products including, without limitation, shares traded on a Regulated Market or an equivalent market outside Europe, bonds and units in regulated collective investment schemes.

1.3.16 "Password" means any Password(s) (which includes your login Password), username, dealing Password or any other security code issued to you in connection with the Services, as may be amended from time to time.

1.3.17 "Rate Card" means the details of any interest, costs, fees or other charges, as varied from time to time, which apply to your Account with us. We will give you these details when you open your Account with us. You can also find out about them by ringing 1 800 646 582 or by checking them on our website at tdwaterhouse.ie

1.3.18 "Short Sell Transaction" means a transaction in which you sell investments which you do not own at the time of the sale.

1.3.19 "Stop Order" means an order to buy or sell a share once the price of that share reaches a specified price (which is known as the stop price).

1.3.20 "Regulated Market" means a multilateral system operated by a market operator in the European Economic Area such as the London Stock Exchange that brings together multiple third party buying and selling interests in financial instruments where the instruments traded are admitted to the market according to its rules and systems.

1.3.21 "TD Group" means any company that is in relation to us, our parent undertaking, our subsidiary undertaking or a subsidiary undertaking of such parent undertaking, or any other person controlled by us or under the same control either directly or indirectly as we are.

1.3.22 "TDW Bank NV" means TD Waterhouse Bank N.V. which provides the Banking Services. It is authorised and regulated by the De Nederlandsche Bank and the FSA when operating by way of a branch established under the Banking Consolidation Directive 2000/12/EC. Its business address is also Exchange Court, Duncombe Street, Leeds LS1 4AX United Kingdom. It is incorporated in the Netherlands and registered as a branch in England and Wales at Companies House under Branch Number BR006780.

1.3.23 "Terms" means these Customer Terms of Service and includes all Appendices.

1.3.24 "We" or "us" means either or both of the Broker or TDW Bank NV as the context requires. This means that in Part B, "we" or "us" refers to the Broker. In Part C "we" or "us" refers to TDW Bank NV.

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2 Your client categorisation

2.1 For the purposes of your client categorisation that is required by the FSA Rules, we will treat you as a retail client in relation to the Stockbroking Services. We may also categorise as a retail client any client who would otherwise be an eligible counterparty or professional client (as defined in the FSA Rules). If you are such a client then you may not have rights under the Financial Ombudsman Service or the Financial Services Compensation Scheme.

2.2 If you are acting as agent for someone else, we will treat you alone as our customer for the purposes of the FSA Rules and you will be liable to us in respect of all transactions conducted by you in such capacity.

Part B The Stockbroking Services

3 The Stockbroking Services

3.1 We will carry out each transaction for you, as your agent.

3.2 We will provide an execution only dealing service which means that we will not provide investment advice to you.

3.3 We have set out a general description of the nature and risks associated with the products and investments we offer in Appendix A of these Terms.

3.4 If, on your own initiative, you have asked us to provide to you execution only dealing services in Non-Complex Products, we are not required to assess the suitability of the instrument or the service provided or offered to you. As a result, you will not benefit from the protection of the FSA Rules on assessing suitability. Accordingly, when giving orders or instructions to us, you must rely upon your own judgement. You should get independent advice from an authorised investment adviser if you are in any doubt.

3.5 If we are providing execution only services to you in relation to Complex Products, we are required to assess whether it is appropriate for you to deal in a Complex Product by requesting from you certain information relating to your experience and knowledge of trading such products that will help us assess whether you understand the risks associated with dealing in them.

3.6 Typically, we will ask you for this information during the account opening procedure but we may need to ask you for additional information in the future if you decide to deal in a new product type or sector.

3.7 If you do not provide sufficient information to allow us to carry out the appropriateness assessment, or do not provide any information at all, we are unlikely to be able to assess whether you have the necessary knowledge and experience to understand the risks involved. If you still wish us to proceed on your behalf, we may do so at our reasonable discretion. If we do so, you should note that we may not be able to determine whether the dealing in the particular Complex Product is appropriate for you or in your best interests.

3.8 If, on the basis of the information that you have supplied to us in relation to your knowledge and experience, we consider dealing in the particular Complex Product is not appropriate, we will warn you of this. If you still wish us to proceed on your behalf, we may do so at our reasonable discretion. If we do so, you should note that it may not be appropriate for you and that you may be exposing yourself to risks that fall outside your knowledge and experience and/or which you may not have the knowledge or experience properly to assess and/or control to try to mitigate their consequences for you.

3.9 Even where we have carried out an appropriateness assessment, you may in any event wish to get independent advice from an authorised investment adviser if you have any doubts about dealing in Complex Products.

3.10 We may amend, suspend and/or terminate any or all of the Services and/or change the hours and time of operation of any of our Services at any time when we have a valid reason and it is reasonable to do so. Where reasonably practicable we will give advance notice of this but this may not always be possible and/or practical.

3.11 We will use reasonable endeavours to ensure that our website is available for trading online but we do not promise that access to our website or trading online will always be available.

3.12 If you are unable to access our website to trade online, you may telephone us on 1 800 646 582 to place an order.

3.13 Any of the Services may be provided using the services of third parties, including our affiliates, who may act as agent for us.

4 Orders

4.1 We will treat each order you place for the Stockbroking Services as an offer to purchase the Stockbroking Services subject to these Terms. We may, in our reasonable discretion, refuse to accept any order or instruction from you or we may accept your order subject to certain conditions or we may, acting reasonably, refuse to proceed with an order that we have accepted. If we do this, we will try to tell you, subject to applicable laws.

4.2 You may only place orders by telephone or on our website. Orders shall be received as detailed in clauses 4.6 and 4.7.

4.3 When we accept your order, we will use all reasonable endeavours to carry it out. However, we will not be liable to you for any loss or expense you suffer if we are unable to carry out an order for whatever reason (other than as a result of our negligence, fraud or wilful default) or where there is a delay or change in market conditions before the transaction is completed.

4.4 Once accepted by us, your order cannot be amended or cancelled by you, unless, before the execution of a particular order, you receive confirmation from us of any amendment or cancellation of your order.

4.5 By placing an order for the purchase of investments, you agree that you will have sufficient funds in your Account on the date when you are required to make the payment to settle the trade.

4.6 When you place an order for the Stockbroking Services by telephone, our representative will repeat your instructions back to you to confirm the terms of your order prior to us accepting it. It is your responsibility to check that the terms of your order are correct. The terms of the order accepted by us will be those repeated back to you subject to any amendments you may notify to our representative.

4.7 When you place an order on our website, no contract has been created until you receive a message confirming the acceptance of your order. If you do not receive this confirmation within a reasonable time of submitting your order you should contact us to check if your order has been received.

4.8 You acknowledge and accept that:

4.8.1 the market price of any order placed by you in response to, and within the timescales given for acceptance of, a fixed quotation may, in certain market conditions, have moved during the time between our sending/giving the fixed quotation to you and the execution of your order. Such movement may be in your favour or against you;

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4.8.2 if we incur additional reasonable expenses (examples of which include but are not limited to premiums and discounts) when carrying out your order and we are unable to contact you to tell you about these after reasonable efforts to do so, we may proceed to execute your order and incur those expenses which will then be payable by you;

4.8.3 there may be a delay in the execution of an order because all orders are executed strictly by reference to time of receipt. In particular, an order received when the relevant exchange is closed will not be executed until after it next re-opens. We will present that order for execution when the exchange next re-opens or, if a large number of orders have been received while the market is closed, as soon as reasonably practicable after the exchange next re-opens;

4.8.4 we may aggregate your orders with those of other customers (including those of connected customers or our associates). Sometimes, such aggregation may mean that you obtain a less favourable price;

4.9 You are not permitted to enter into a Short Sell Transaction.

4.10 Investments held for you in custody will be used to settle your sale transactions. Otherwise, in respect of all sale transactions you:

4.10.1 promise to us that at the time of placing an order to sell, you own the relevant investments; and

4.10.2 will immediately arrange for delivery to us of the certificates and transfer forms signed by the shareholder for such investments at the latest by the contracted settlement date otherwise payment to you may be delayed.

4.11 If you have entered into a Short Sell Transaction or do not deliver to us the documents of title or transfer in respect of a sale of investments, you authorise us to purchase the equivalent investments on your behalf and at your expense.

4.12 Demand for the Stockbroking Services may fluctuate and whilst we will use all reasonable endeavours to meet increased demand for the Stockbroking Services, we cannot accept responsibility for any actual or potential financial loss (including for the avoidance of doubt loss caused by market movements) that may arise if you are unable to contact us to place an order by any of our current dealing methods, except where such inability is caused by our negligence, fraud or wilful default.

4.13 Trades placed by us on your behalf in North American markets are executed via a third party and as such are subject to their service levels. As a result, late reported trades can be booked to your Account at any time prior to the start of the next North American trading day. It is possible that an order that has been confirmed as cancelled or expired may be subject to a late reported fill. If you are in any doubt as to the status of a particular trade then please contact us by telephone.

4.14 We may, at our reasonable discretion, arrange for a transaction to be effected with or through a third party. We will not be liable to you for any act or omission of any such third party, except where we have acted negligently, fraudulently or in wilful default in relation to the appointment of the third party.

4.15 Limit Orders, Stop Orders and Market Best Orders.

4.15.1 We will try to execute Limit Orders, Stop Orders and Market Best Orders as soon as practicable but market conditions can affect the time it takes to execute such orders and all orders are executed in due turn. We cannot guarantee that a Limit Order or a Stop Order will be executed even if the limit or stop price is reached. We do not accept any liability for any actual or potential loss you may suffer if there is a delay in execution.

4.15.2 You may cancel a Limit Order or Stop Order providing that it has not been executed or is not in the process of being executed. It is your responsibility to check that your instruction to cancel has been accepted.

4.15.3 If you place a Limit Order or Stop Order in respect of a financial instrument in respect of which trading is suspended or has a corporate action before execution or if your Account is suspended we may but are not required to cancel the pending order.

4.15.4 Market conditions may result in the execution of a Stop Order being at a price above or below the stop price.

4.15.5 If you place a Stop Order that is higher than the normal market size and the price at which it is to be executed is significantly different from the stop price, we will still proceed to execute the order.

4.15.6 We will publish your Limit Order if it relates to shares admitted to trading on a Regulated Market and that order cannot be immediately executed under prevailing market conditions, unless you expressly instruct otherwise.

4.16 Dividend Reinvestment Plan

4.16.1 If you elect DRIP, this will take place as soon as reasonably practicable (usually within three Business Days) following payment of the dividend to your Account.

4.16.2 DRIP will only be carried out if after the deduction of fees, commission or any other due amounts, the dividend income is greater than the required minimum reinvestment amount (the "Minimum Investment").

4.16.3 Details of DRIP commission rates and the Minimum Investment are set out in our Rate Card.

4.16.4 You will receive the highest whole number of shares that can be purchased with your dividend income. Any surplus dividend income will remain as a credit on your Account.

4.16.5 If you elect DRIP and have also elected to receive a scrip dividend, we will, subject to clause 6.2.7, accept the scrip dividend on your behalf.

5 Execution Policy

5.1 In accordance with the FSA Rules, we have implemented an order execution policy which sets out the reasonable steps that we will take in order to obtain the best possible result for our customers (the "Execution Policy"). Information on our Execution Policy is detailed below.

5.2 You agree that the terms of the Execution Policy will apply where we are executing orders on your behalf.

5.3 When executing orders on your behalf, we will take all reasonable steps to obtain the best possible result for you by considering a number of factors which include price, costs, speed, likelihood of execution and settlement, size, nature and any other consideration which we reasonably consider is relevant.

5.4 We will ordinarily give the price and the costs relating to the execution of your order the highest importance in obtaining the best result for you, although there may be circumstances where we reasonably determine that another factor is more important.

5.5 A list of the Execution Venues that we use can be found on our website at tdwaterhouse.ie. This list is not exhaustive but it comprises those Execution Venues on which we place significant reliance.

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5.5.1 We reserve the right to use another Execution Venue where we consider that it is appropriate in the light of our Execution Policy and we may from time to time add or remove an Execution Venue from this list.

5.5.2 We will regularly assess the Execution Venues available in respect of any products that we trade to identify those that will enable us, on a consistent basis, to obtain the best possible result when executing orders. We will update the list of Execution Venues if this is necessary after such review.

5.5.3 Other than by updating the website, we will not notify you of any changes to the Execution Venues and you should consult this list from time to time. Alternatively, you can ask a Customer Services Representative.

5.6 When you provide us with a specific instruction as to the execution of an order that cannot be carried out in accordance with our Execution Policy, our Execution Policy will not apply and we will execute your order in accordance with your specific instructions.

5.7 From time to time, we may execute your order outside a Regulated Market or a Multilateral Trading Facility. This means that the same investor protection standards may not apply to those transactions.

5.8 We may send an order that we receive from you to various third parties for execution. A list of these third parties can be found on our website at tdwaterhouse.ie. In doing so, we must act in your best interests and comply with clauses 5.3 and 5.4 in these Terms.

5.9 We will monitor compliance with our Execution Policy.

5.10 We will review the effectiveness of our Execution Policy on at least an annual basis and whenever a material change occurs that affects our ability to obtain the best possible result for our customers, we will amend this as appropriate. We will let you know if we make any material changes to the Execution Policy by publishing details on our website.

5.11 You may request in writing that we demonstrate to you that your orders have been executed in accordance with our Execution Policy. We will use reasonable endeavours to deal with such a request within twenty (20) Business Days. However, if we are unable to satisfy your request within such a timescale, we will write to you confirming our reason for the delay and confirm when you can expect to receive a response.

6 Client money and custody

6.1 The following provisions of this clause 6 apply to your money held by us where you are not receiving Banking Services. It will be deposited by us with a bank, including TDW Bank NV, which for client money purposes meets the FSA's requirements. As regards that money:

6.1.1 it will be held in an account designed to facilitate efficient settlement of transactions and earn interest at the same time. We will deal with your money in accordance with the FSA's client money rules and guidance, which require us to hold it in a client bank account, separating your funds from ours. Such money may be held by a bank with other clients' money in a pooled client account. This means that in the event that a default by a bank causes any unreconciled shortfall in the money held in the pooled account, you may share proportionately in that shortfall;

6.1.2 interest will be payable on such amounts and at such rates as are set out from time to time on our Rate Card. Interest will be calculated on your credit balance on a daily basis but will only be credited quarterly on or around the 25th day of March, June,

September and December and will then be treated as client money as described in clause 6.1.1. All such interest will be paid gross and it is your responsibility to account for any tax payable on such interest (unless we are required by law to deduct tax);

6.1.3 you agree that we may cease to treat your money as client money and, accordingly, release it from our client bank accounts if there has been no movement on your balance for a period of at least six (6) years (notwithstanding any payments or receipts of charges, interest or similar items) provided we have taken reasonable steps to trace you and to return the balance. We undertake to make good any valid claims against any released balances.

6.2 As regards your investments:

6.2.1 investments either purchased by us on your behalf or transferred to us will be held in the name of our Nominee or another custodian on trust for you as beneficial owner, subject to the terms of this clause 6;

6.2.2 on request we will, where available, issue a certificate in your name in respect of any of your investments held by our Nominee or otherwise purchased by us on your behalf. The charges set out on our Rate Card will apply to the production of certificates for you. The safekeeping and delivery of all investments held by you in certificated form shall be at your risk;

6.2.3 any investments held on your behalf may be pooled with those investments of other customers. This means that your entitlement may not be individually identifiable on the relevant company register, by separate certificates or electronic records (other than ours, where they will be identifiable) and, in the event of an unreconciled shortfall caused by the default of a custodian, you may share proportionately in that shortfall;

6.2.4 you agree that because of the nature of applicable laws or market practices in certain overseas jurisdictions, we may decide that it is in your best interest for your Nominee investments to be registered or recorded in our name or in the name of the person who is a custodian for the purposes of the FSA Rules, and if it is not feasible for us to do this, then:

- (a) the Nominee investments may be registered or recorded in the name of the firm or custodian as the case may be;
- (b) the Nominee investments may not be segregated and separately identifiable from the designated investments of the person in whose name they are registered; and
- (c) as a consequence, in the event of a failure, the Nominee investment may not be as well protected from claims made on behalf of our general creditors;

6.2.5 your non-United Kingdom securities may be held overseas by a custodian, bank, intermediate broker, or settlement agent. There may be different settlement, legal and regulatory requirements and different practices for the separate identification of investments from those applying in the UK. In the event of insolvency or any other similar proceedings in relation to that bank or person, your money may be treated differently from the treatment which would apply if the money was held with a bank in an account in the United Kingdom. We will not be liable for the insolvency, acts or omissions of any third party referred to in this sub-clause except where we have acted negligently, fraudulently or in wilful default in relation to the appointment of the third party. (Note that as dealing in overseas investments may not be available through all communication channels, you should contact our Customer Service Team for further information on product availability);

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6.2.6 we may hold some or all Nominee investments with a custodian who is a member of the TD Group;

6.2.7 we will be responsible for claiming and receiving dividends, interest payments and other income payments accruing to your investments held by the Nominee. However, in the event of a scrip dividend being offered, we will elect to take the cash alternative except where you request otherwise and we, in our reasonable discretion, agree to take shares. We shall not be required to apply for the scrip alternative until the relevant investments are registered in our Nominee; sometimes we may be unable to accept the scrip option due to time constraints imposed. Where this is the case, you will receive the default option of cash;

6.2.8 we are not obliged to but we may tell you of, or arrange the exercise of any voting rights attaching to your investments, whether exercisable at an AGM or otherwise. We are not obliged to but we may notify you of any AGMs or EGMs applicable to your investments;

6.2.9 subject to clause 6.2.19, we will use reasonable endeavours to tell you about any rights issue, calls, conversion, subscription or redemption rights and takeover or other offers arising from capital re-organisations ("Corporate Events") attaching to your investments unless we consider it impractical to do so. If you tell us within such period as we specify, that you wish to exercise any rights arising out of Corporate Events and provided there are sufficient cleared funds in your Account(s), we will use reasonable endeavours to give effect to your instructions but only on such terms as you advise and are reasonably acceptable to us. Otherwise, we will take such action, or refrain from taking any action, as we, in our reasonable discretion, determine;

6.2.10 where a Corporate Event in respect of an investment held on your Account includes an offer for you to purchase additional shares and you do not take up that offer, we may instruct the Nominee to take up that offer and purchase those shares. The Nominee is able to do this as it is the legal owner of the investment. When the Nominee then sells those shares, we will retain in full any profit that is made and we will be liable for any loss;

6.2.11 we shall not be obliged to but we may arrange for you to receive the report, accounts and other information issued by a company, attend shareholders' meetings or unit holders' meetings and vote in person or to direct how our Nominee should vote on your behalf unless you give us your instructions. Where you do this, we shall use reasonable endeavours, where possible, to make appropriate arrangements on the terms and within the timescales we may impose;

6.2.12 where a Corporate Event results in a fractional entitlement to part of a share, then we will sell such fractional shares and credit your Account with a cash value which may be subject to a minimum charge for administration. Details of this charge are set out on our Rate Card;

6.2.13 where Corporate Events (such as partial redemptions) affect some but not all Nominee investments held in a pooled account, we shall allocate the investments which are affected to relevant customers in such a fair and equitable manner as we reasonably consider is appropriate;

6.2.14 if the terms of a Corporate Event require an election to be made on behalf of our entire Nominee holding in a company, we reserve the right not to offer an option to you, where it is reasonable to do so. We will use reasonable endeavours to give you an alternative option but we cannot guarantee that this will match the options offered by the company;

6.2.15 if we are notified of a class action or group litigation that is being proposed or taken concerning investments that our Nominee is holding, or has held, on your behalf we are not required to tell you about this or otherwise act on that notification;

6.2.16 you acknowledge that any facility to receive shareholder communications and benefits may be made available by us to you only after a request from you and with the consent of the relevant company or registrar;

6.2.17 we may aggregate your order with those of our other customers to participate in certain types of offers. We will at all times use reasonable endeavours to fulfil your order, however, you may not receive the allocation of shares you applied for. If that happens, we will return any uninvested sums of money to your Account;

6.2.18 we only accept liability for our Nominee and for any other member of the TD Group acting as a custodian or sub custodian but not for any other custodians or sub custodians except where we have acted negligently, fraudulently or in wilful default in relation to the appointment of the custodian. We will remain responsible for our own defaults where any custodians or sub custodians are used;

6.2.19 we shall be under no duty to tell you of or act upon any Corporate Event until the relevant investments are registered in the name of our Nominee;

6.2.20 in the case of bargains transacted outside the United Kingdom, any stock or money held by us or to our order on your behalf may be passed to an intermediate broker, settlement agent or counterparty located outside the United Kingdom. In these circumstances, the legal and regulatory regime applying to that person may be different from that of the United Kingdom. This means that in the event of the insolvency of that person, your assets may be treated differently from the manner in which they would be treated if they had been passed to an intermediate broker, settlement agent or counterparty within the United Kingdom;

6.2.21 where any documents or cleared funds are not held by us as part of your Account, we will not be required to settle any transaction or any account on your behalf until we or our settlement agents or, as the case may be, global custodian, have received all necessary documents or cleared funds. Our obligations to deliver to you, or to your Account, or to account to you for the proceeds of the disposal of investments are conditional upon the prior receipt by us of appropriate documentation and cleared funds; and

6.2.22 where we have acted as your agent, it is the other party to the transaction and not us who is responsible for settling the trade with you and delivery or payment (as the case may be) will be at your risk. Our obligation is only to pass on to you, or to credit to your Account, such deliverable documents or sale proceeds (as the case may be) as we actually receive

6.2.23 if we receive a payment for a tax adjustment of a dividend relating to an investment we will credit your Account with the payment subject to a minimum charge for administration more details of which are set out on the Rate Card.

7 Provision of Information

7.1 Any news, prices, opinions and other information which we may provide to you ("Information") is provided solely to enable you to make your own investment decisions and does not constitute a personal investment recommendation or advice.

Terms of Service

7.2 Neither we nor any of our affiliates, agents or licensors make any representation as to the completeness, accuracy or timeliness of such Information nor do we or they accept any liability for any losses, costs, liabilities or expenses which may arise directly or indirectly from your use of, or reliance on, the Information (except where we have acted negligently, fraudulently or in wilful default in relation to the production or distribution of the Information). Such Information is not an offer or solicitation by us or any of our affiliates to buy, sell or otherwise deal in any particular investment.

7.3 All Information is and remains our property or the property of our third party licensors.

7.4 We provide United Kingdom real time pricing information to you under licence from the London Stock Exchange ("LSE"). You may not redistribute that data without the prior written consent of the LSE. All intellectual property rights in such data provided by the LSE shall at all times remain the property of the LSE. The LSE must be identified as the source of the data where reproduced in accordance with the licence conditions which we notify to you prior to you accessing such data for the first time.

7.5 We provide all international real time pricing information under licence from the relevant exchange providing the data. Your use of such information is subject to the terms and conditions of each exchange which we will tell you about and which must be accepted by you before you access such data for the first time.

Part C The Banking Services

8 Banking Services

8.1 We will provide the Banking Services set out below and which you have applied for and we have agreed to provide under TDW Bank NV's account opening procedures.

8.2 The Banking Services are only available if you have opened an Account for the Stockbroking Services. You will be able to access your Accounts through the internet, telephone, post, email or any other method indicated to you from time to time. When you access your Account you are authorising us to carry out all of your instructions. In the case of joint Accounts we may act on instructions from any one Account holder.

9 Accounts

9.1 Cash Management Services Account ("CMS Account")

9.1.1 We may provide you with a CMS Account which will allow you to operate the management of cash held with us.

9.2 Savings Account

9.2.1 We may provide you with a Savings Account.

9.2.2 You will normally be required to provide us with one (1) Business Day's notice before any instruction you pass to us for cash withdrawal, establishment of a direct debit or standing order is processed.

9.3 Transfers

9.3.1 Transfers in respect of cleared funds between TD Waterhouse Accounts are immediate during business hours if conducted via the telephone or website.

9.4 Interest

9.4.1 We will pay interest on your Account(s) in accordance with the applicable rates as set out from time to time on our Rate Card. On all Accounts, tax will be withheld on interest in accordance with the applicable law and at the applicable rates, except where clause 6.1.2 applies.

9.5 Clearing Cycles

Funds will be made available for withdrawal or transfer in line with normal banking practice and to banking industry standards.

9.6 Overdrafts

9.6.1 We do not provide authorised overdrafts on Banking Services Accounts.

9.6.2 If an unauthorised overdraft arises in relation to an Account you accept liability for interest and charges at our current rate from time to time as set out on our Rate Card. Any interest or charges for unauthorised overdrafts will be added to the overdrawn balance outstanding.

9.6.3 As a matter of law, unauthorised overdrafts are repayable on demand.

9.6.4 Where an Account is in joint names, all Account holders will be held jointly and severally liable for any overdraft together with interest and charges accrued.

9.7 Cooling-off periods

9.7.1 If within fourteen (14) days of opening any Account detailed under clause 9 you decide that you no longer want the Account, we will refund your money. We will ignore any notice periods on the Account and you will not have to pay any additional charges. We will pay you interest on sums refunded at the rates set out from time to time on our Rate Card for the period when cleared funds were in the Account until the date of the refund.

Part D Terms Applicable to both the Stockbroking and the Banking Services

10 Contract notes and statements

10.1 Where we execute the sale or purchase of a product with or for you pursuant to the Stockbroking Services we shall, where so required by the FSA Rules or as otherwise agreed with you, send to you (or to any agent nominated by you in writing) a contract note containing the essential details of the transaction except where it would duplicate a confirmation containing the essential details of the transaction which will be promptly provided to you by someone else. You will notify us as soon as possible of any errors contained in any contract note or similar document or electronic message.

10.2 We will send to you at least once per year a statement listing the cash and custody investments held in your Account(s). We will value the investments in your Account using a price feed which we reasonably determine from independent service providers or quotations from independent market makers or dealers in the investment concerned. However, if we determine that valuation data is not available from such sources or it is inappropriate to use such sources, we may value investments at such value as we reasonably consider fairly reflects the current value of such investment. Statements are based on trade date information for cash balances and assets held in safe custody. You will notify us as soon as possible of any errors contained in any statement.

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10.3 The Bank will provide you with statements for each Account held by you under the Banking Services at least once per year unless we have otherwise agreed to provide you with statements on a more frequent basis. You will notify TDW Bank NV as soon as possible of any errors contained in any statement.

11 Withdrawals

11.1 We will use reasonable endeavours to facilitate withdrawals in the manner described in clause 11.2, but do not promise that the timescales will always be met.

11.2 Euro withdrawals to an account in Eire can usually be made from your Account by phone, the TD Waterhouse website using either:

- (a) a Standard Domestic withdrawal which will transfer the funds within four (4) working days; or
- (b) an Urgent Domestic withdrawal which will transfer the funds by the following working day. This is subject to a charge as displayed on the Rate Card.

11.3 Pounds Sterling withdrawals to an account in the UK can usually be made from your Account by phone using either:

- (a) a BACS transfer which will transfer the funds within four (4) working days; or
- (b) a same working day CHAPS transfer providing the request is made before 12midday and is subject to a charge as displayed on the Rate Card.

11.4 For payments made to your Account by debit card, withdrawals can only be made to the Account number on that debit card, unless a withdrawal to another account is authorised by us.

11.5 We may refuse to allow a withdrawal on any Account that you have with us if it would leave insufficient funds in an Account to pay for a purchase for which settlement is due to be made.

12 Account numbers and security

12.1 When you open an Account with us, you will be issued with an Account number and a Password which provides access to your Account(s). You will be required to provide us with a piece or pieces of identifying information when setting up your Account with us, which we will use to identify you as our customer when you contact us by telephone.

12.2 You agree that in relation to each Account:

12.2.1 you (or if applicable the other joint holder(s)) are the sole and exclusive owner of the Account and Password;

12.2.2 you will be responsible for the confidentiality and use of the Account and your Password; and

12.2.3 we may rely on all orders and other communications given or entered by you or anyone else using your Account number and Passwords and you will be bound by any agreement entered into or expense incurred in reliance on such orders and communications.

13 Charges and taxes

13.1 General

13.1.1 You agree that you will pay the charges for the Stockbroking Services and the Banking Services that are set out from time to time on our Rate Card. You must also pay any applicable VAT, stamp duty, stamp duty reserve tax, other taxes, levies or other costs. Any such amounts due may be deducted from any funds held in or payments made to your Account(s) with us. We will tell you if we make this kind of deduction.

13.1.2 You will at all times be fully responsible for payment of all other taxes due, for making all claims, for filing any tax returns and for providing any relevant tax authorities with information in relation to the Services we carry out for you or any money and investments in your Account(s).

13.1.3 We will use reasonable endeavours to forward to you any tax documents which we may receive relating to you or any money or investments in your Account(s). If you have a Nominee Account we will send you an annual Consolidated Tax Certificate ("CTC") after the end of the calendar year (there is no charge for this service). If you require a CTC for any other period then we will charge you in accordance with our Rate Card. If you require a duplicate or replacement CTC we will charge you in accordance with our Rate Card.

13.1.4 We may impose certain additional charges as set out from time to time on our Rate Card which you shall be liable for if you do not comply with your obligations under these Terms. Such additional charges may include, without limitation, any reasonable legal costs we may incur as a result of your failure to comply with the Terms.

13.2 Transactions denominated in foreign currencies

13.2.1 For transactions denominated in any of the foreign currencies in which we allow our customers to trade, you may transact and settle in those currencies or settle in Euro. You may also hold funds in certain foreign currencies, although we do not permit funds to be held in all currencies in which we allow trading. For details of the currencies in which we allow trading and the details of the currencies in which you may hold funds, please refer to our website tdwaterhouse.ie or ask a Customer Services Representative.

13.2.2 Any payment received by us for the credit of your Account in a currency in which you may hold funds, will be held on your Account in that currency and will only be converted to Euro if you so request. For transactions and payments denominated in all other currencies and for Accounts permitted only to hold Euro we will automatically convert the total consideration into Euro, or any other currency that we accept on request, at the time of the transaction.

13.2.3 You may request that we carry out only a currency exchange transaction on your Account.

13.2.4 From time to time, we may add other currencies to the list of currencies in which you can hold funds and settle.

13.2.5 The exchange rate for all types of currency conversion will be based on the bid or offer exchange rates to which we apply a spread as detailed within our Rate Card which will be applied at the time of the transaction.

13.2.6 We and any other parties involved in providing the currency exchange transaction to you may earn revenue, in addition to the commission applicable to such a trade. This revenue is based on the difference between the applicable bid and offer rates for the

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currency and the rate at which the rate is offset either internally, with a related third party, or in the market. The charge to you and the revenue earned by us and parties related to us may be higher when a transaction requires more than one currency conversion or when the currency is not commonly traded.

13.2.7 You are responsible for requesting any currency exchange transaction that is required for any order that you place. Conversion of currency will take place at the trade date unless otherwise agreed. Further details are available on request. Exchange rates fluctuate and may change between the time that the indicative exchange rate is quoted and the time the contract note is issued. Where applicable the contract note will show the exchange rate used.

13.2.8 We may pass on third party charges incurred for custodial fees or processing fees related to any American Depository Receipt ("ADR") held. These fees are payable to the agent which holds the ADR. We are unable to tell you of the ADR fee in advance as we are only advised by the agent at the time of payment, but we will tell you the amount of the fee when we know what this is.

14 Conflicts of interest

14.1 Managing conflicts of interest

14.1.1 Please be aware that when we execute a transaction on your behalf, we, a TD Group company or an associate may have an interest, relationship or arrangement that is material to all or any part of the Information or Services being provided to you.

14.1.2 We take the identification and management of conflicts of interest seriously. We have implemented a conflicts of interest policy that identifies those circumstances that constitute, or may give rise to conflicts of interest which pose a material risk of damage to one or more of our customers. This policy also addresses the effective organisational and administrative arrangements that we maintain and operate to manage these conflicts such as departmental procedures and management arrangements, periodic testing of such measures and staff training. If, at any time, you would like to receive further details in relation to our conflicts of interest policy, please contact us in writing.

14.1.3 If, in respect of a specific conflict of interest which arises, we consider that the arrangements are not sufficient to enable us to ensure, with reasonable confidence, that the risk of damage to the interests of you and any of our other customers will be prevented, we will refuse to act or we will tell you of the nature and type of conflict of interest before we undertake any business on your behalf. This means that you will be able to decide whether you agree to us acting for you in these circumstances. If you object to our acting for you, you should notify the Compliance Officer of the Broker in writing.

14.1.4 Examples of conflicts of interest which may arise when providing services to you include, for example and without limitation:

- (a) acting as agent for an associate or another customer or investor and also acting as agent for you in the same transaction, and receiving and retaining commission or other charges from both parties, and the price of the transaction being different from the bid or, as the case may be, offer price;
- (b) buying investments where we are, or an associate is, involved in a new issue, offer for sale, rights issue, take over or similar transaction concerning the investment;
- (c) executing a transaction for or with you in circumstances where we have knowledge of other actual or potential transactions in the relevant investment;

(d) holding a position in, or trading, dealing or market making in, investments purchased or sold by you;

(e) sponsoring, underwriting, sub underwriting, placing, purchasing, arranging, acting as stabilising manager for, or otherwise participating in, the issue of investments purchased or sold by you;

(f) acting as advisor or banker to, or having any other business relationship with, or interest in, the issuer (or any of its associates or advisors) or any investments purchased or sold by you or advising or acting as banker to any person in connection with a merger, acquisition or takeover by or for any such issuer (or associate); or

(g) being the issuer of any investments purchased or sold by you or being (or being advisor or banker to, or having any other business relationship with) the trustee, custodian, operator or manager of, or investment advisor to, any form of collective investment scheme in which interests are purchased or sold by you.

14.2 The relationship between you and us is as described in these Terms. Neither that relationship, nor the Services, nor any other matter will give rise to any fiduciary, equitable or contractual duties on our part, or that of any affiliate, which would prevent or hinder us or them from doing business with or for you, other customers or other persons or for our or their own account.

14.3 Treatment of fees, commissions or other non monetary benefits.

14.3.1 We are entitled to pay or accept a fee, commission or other non monetary benefit paid by, or provided to you or on your behalf.

14.3.2 We are also entitled to retain any payment, remuneration or fees which enable us to provide or which are necessary for the provision of the Stockbroking or Banking Services, such as, without limitation, settlement and exchange fees, regulatory levies and legal fees.

14.3.3 If we agree with a company making an Initial Public Offering ("IPO") that we will notify clients of the IPO we may receive a commission of up to 2.5% of the value of the subscriptions to the IPO made through us by our clients.

14.3.4 In the event that your order is publicly displayed on an exchange order book in accordance with clause 4.15.6, it may be subject to multiple fills. Each fill will be treated as a separate transaction and commission will be charged on each transaction or fill, in accordance with our Rate Card.

14.3.5 If you would like further information in relation to the receipt and provision of fees, commissions or other non-monetary benefits, we can provide this to you on written request.

15 Liability

15.1 Neither we, our employees, agents, sub contractors or any member of the TD Group shall be liable for any losses, costs, damages, liabilities or expenses suffered or suffered by you under these Terms (including without limitation any loss that may arise directly or indirectly from your inability to access the Services for any reason or for any delay in, or the failure of, the transmission or receipt of any instructions or notifications sent to us through any electronic medium) except where caused directly by the negligence, wilful default, fraud or breach of the Terms by us or our employees, agents, sub contractors or any TD Group company. This clause is entered into by us as trustee for our employees, agents, sub contractors and TD Group companies.

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15.2 Nothing in these Terms shall limit or exclude our liability for personal injury or death caused by our negligence.

15.3 We shall not be liable to you for any indirect losses which you suffer, except in the case of our wilful default or fraud. "Indirect loss" would include, for example, loss of profit, loss of opportunity, loss of business and any other indirect losses.

15.4 You will be responsible for any reasonable losses, costs, liabilities or expenses which we incur in connection with the Services or these Terms unless caused by our breach of the Terms, negligence, wilful default or fraud.

15.5 Our liability in respect of the correct execution of Payment Services is set out in Appendix B.

16 Your obligations

16.1 You agree and confirm to us each time you use the Services, that:

16.1.1 you have all necessary power, authority and approvals to enter into and perform your obligations (and/or the obligations of the person(s) on whose behalf you are acting) under these Terms;

16.1.2 your entering into and performance of these Terms and each contract does not violate, contravene, conflict with or constitute a default under any law, regulation, rule judgement, contract or other instrument binding on you or any of your assets (and/or of the person(s) on whose behalf you are acting) or (if you are a company) any provision of your Memorandum and Articles of Association (or equivalent constitutional documents); and

16.1.3 in accepting these Terms, we have not made, and you are not relying upon, any statements, representations, promises or undertakings that are not contained in these Terms.

16.2 You accept full responsibility for monitoring your Account(s). You agree to notify us immediately if you become aware of:

16.2.1 the loss, theft or unauthorised use of your username or Password or Account number;

16.2.2 the failure by you to receive a message or partial message from us indicating that an order was received, rejected and/or executed; or

16.2.3 any inaccurate information in your Account(s) balances, statements, contract notes, records or assets or money held or transaction history.

16.3 You confirm that you are not a resident of the USA or Canada.

16.4 You must make sure that your Password remains confidential at all times and you must take all responsible steps to:

16.4.1 stop any other person using your Password;

16.4.2 not disclose your full Password to any other person including any of our employees (whether over the telephone or otherwise);

16.4.3 not use your Account number in full or in part as your Password; and

16.4.4 not be overheard when contacting us by telephone.

16.5 You will inform us if there is any change to any of your personal details such as your address or telephone number.

17 Circumstances beyond our reasonable control

17.1 We shall not be liable to you in any manner or be deemed to be in breach of any contract for the Services because of any delay in performing or any failure to perform any of our obligations due to any circumstances beyond our reasonable control.

17.2 For the purposes of this clause 17, "circumstances beyond our reasonable control" means any cause preventing us or you from performing any or all of our or your obligations which arises from any cause beyond our or your reasonable control including without limitation:

17.2.1 government actions, war or threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage or requisition;

17.2.2 act of God, fire, explosion, flood, epidemic or accident;

17.2.3 labour disputes not including disputes involving our workforce; or

17.2.4 inability to obtain or delay in obtaining supplies of adequate or suitable material, fuel, parts, machinery or labour.

18 Variation of terms

18.1 We can change, amend, supplement or delete any part of these Terms and, in particular but without limitation, we can:

18.1.1 change the rates or amounts of interest that we charge you or pay you; and/or

18.1.2 change the amounts that we charge you; and/or

18.1.3 introduce new or different interest rates or make new or different charges to those set out from time to time on our Rate Card for any valid reason including one or more of the following reasons:

(a) in the case of interest:

(i) to take account of the introduction of new rates of interest or changes to interest rates which other organisations pay to customers;

(ii) where necessary to attract and/or retain investors in accounts of the same type as your Account;

(iii) to reflect actual or expected changes in the bank base rate or in other money market interest rates;

(iv) to preserve the margins between interest paid by us, or by the providers of funds to us, and interest charged by us;

(b) in the case of charges:

(i) to enable us to harmonise, in the case of Banking Services, our banking charging arrangements or, in the case of Stockbroking Services, our stockbroking charging arrangements;

(ii) to reflect changes in the costs or administrative overheads we incur or reasonably expect to incur, and/or to take into account inflation;

(iii) to reflect changes in the financial strength of the Broker or of TDW Bank NV;

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- (c) in the case of interest, charges and general terms:
- (i) to reflect a change in general banking and/or stockbroking practice;
 - (ii) ensure that our banking and/or stockbroking business is run prudently;
 - (iii) to maintain the competitiveness of our banking and/or stockbroking business taking into account actual or expected changes;
 - (iv) to reflect changes to the way that we deal for you and look after your investments;
 - (v) to reflect changes in the general market practice of brokers and their nominees, and others providing stockbroking or share dealing services;
 - (vi) to reflect changes in market conditions;
 - (vii) to reflect changes, or anticipated changes, to the law, or interpretation of the law, codes of practice or the way that we are regulated;
 - (viii) to reflect a decision or recommendation made by, or a requirement of, a court, ombudsman, regulator or similar body or an undertaking given to the Director General of Fair Trading or any other regulator;
 - (ix) to reflect changes in technology, or to provide for the introduction of new or improved systems, methods of operation, services or facilities;
 - (x) to correct mistakes;
 - (xi) to make these Terms easier for you to understand or fairer to you;
 - (xii) to reflect general banking practice; and
 - (xiii) for any other valid reason (whether or not specified in this clause 18.1.

18.2 Except as provided in clause 18.2.1 we will give you notice of any change made under clause 18.1 and will give that notice by any one or more of the following methods:

- (a) writing to you;
- (b) emailing you;
- (c) posting a message on our website;
- (d) posting a message within the secure area of your online Account; or
- (e) placing an advertisement in a national newspaper.

18.2.1 In respect of products which have an interest rate linked directly to a bank base rate, we will not notify you if the only change is to the bank base rate.

18.2.2 In the case of a change to an interest rate this notice will be given to you within thirty (30) days of the change.

18.2.3 In the case of a change to a charge under clause 18.1.3(b) or any change under clause 18.1.3(c) we will give you at least ten (10) Business Days prior notice provided that changes made to reflect a change of law or regulation may, if necessary, take effect immediately.

18.3 Upon receipt of any such notice under clause 18.2, you will be free to close your Account immediately without loss of credit interest but you must repay any overdraft, interest or charges or other indebtedness outstanding on your Account.

18.4 The provisions of Appendix B apply to the variation of terms in respect of Payment Services.

19 Your Personal Data

19.1 How your information is used

19.1.1 We may obtain information (including personal data) from you during the course of our relationship with you. This section describes some of the key issues in relation to how we process this personal data which we think you should be aware of. Please note that this description is not comprehensive and our privacy policy explains further how we use your personal data and protect your privacy. This policy is available on our website tdwaterhouse.ie (Privacy Policy) and should be read alongside this clause 19 as it sets out types of personal data which we collect about you and additional ways in which we safeguard and use this personal data.

19.1.2 We, TD Waterhouse Investor Services (Europe) Limited and other relevant TD Group companies are registered as data controllers under the Data Protection Act 1998 and we will process your personal data only in accordance with these Terms and our Privacy Policy. TD Waterhouse Investor Services (Europe) Limited is registered under the Data Protection Act 1998 and has registration number Z6610641.

19.2 Marketing and market research

19.2.1 Except where you have indicated in the Account opening process that you do not agree to receiving marketing information, or you have written to us asking us to stop sending you marketing information:

- (a) we may use your personal data including your contact details, your application details (but not banking details) and details of the services we provide you with and how you use them, to decide what products and services may be of interest to you;
- (b) we may contact you by telephone (including automated calls), post, email and other electronic messages such as short text, video and picture messaging, and fax, with information, news, events and seminars on our investment, banking and financial services and those of TD Group and other selected partners; and
- (c) we may pass your personal data to selected third parties for them to contact you for marketing purposes (for similar purposes as those set out in 19.2.1(a) and 19.2.1(b) above).

19.2.2 In order to monitor and analyse our business we, or a third party acting for us, may use information in your customer and Account records to assess customer satisfaction and for market research. If you do not wish to be contacted to participate in customer satisfaction or marketing surveys, or in relation to marketing, at any time, you can ask us and our third parties to stop contacting you by writing to Customer Service Team, TD Waterhouse Investor Services (Europe) Limited, Exchange Court, Duncombe Street, Leeds LS1 4AX United Kingdom or AA1626, PO Box No. 4214, FREEPOST, DUBLIN 2. This request will not affect the running of your existing Account or the services you request from us, in respect of which we will still process your personal data.

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19.3 Export of data

19.3.1 We may share your personal data with any of our agents, including data processors, or any other TD Group companies in the United States of America or Canada or other jurisdictions in or outside the European Economic Area who may only use it for the same purposes as us. We will take adequate measures to protect the security of your personal data and details of the companies and countries involved in processing your personal data will be provided on request.

19.4 Credit reference, fraud prevention agencies and regulators

19.4.1 We may make searches about you at credit reference agencies who will supply us with credit information, as well as information from the Electoral Register. The agencies will record details of the search whether or not your application with us proceeds. We may use automated credit scoring methods to assess this application and to verify your identity. We may make periodic searches of our records and those of TD Group companies, credit reference and fraud prevention agencies within the UK, to manage your Account with us and to make credit related decisions about you.

19.4.2 Where you borrow or may borrow from us, we may give details of your Account and how you manage it to credit reference agencies. If you borrow and do not repay in full and on time, we may tell credit reference agencies who will record the outstanding debt.

19.4.3 To prevent or detect fraud, or to assist in verifying your identity, we may make searches at fraud prevention agencies in the UK. We may also pass information to financial and other organisations in the UK involved in fraud prevention to protect ourselves and our customers from theft and fraud. If false or inaccurate information is provided and fraud is identified or reasonably suspected, details will be passed to fraud prevention agencies in the UK who will record this. Law enforcement agencies may access and use this information. We, other TD Group companies, and other organisations may also access and use this information to prevent fraud and money laundering, for example, when: checking details on applications for credit and credit related services or other facilities; managing credit and credit related accounts or facilities; and recovering debt.

19.4.4 We may use your personal data to comply and cooperate with regulators and the courts and to comply with our legal obligations.

19.4.5 You have a right of access to your personal records held by credit reference and fraud agencies. Please contact the Data Protection Officer, Exchange Court, Duncombe Street, Leeds LS1 4AX United Kingdom if you want to receive details of the relevant credit reference or fraud prevention agencies.

19.5 Access to data

19.5.1 You have the right, on payment of a fee of the Euro equivalent of £10, to receive a copy of the information we hold about you to the extent that it constitutes your personal information. If you would like to do this please write to the Data Protection Officer, TD Waterhouse, Exchange Court, Duncombe Street, Leeds LS1 4AX United Kingdom or AA1626, PO Box No. 4214, FREEPOST, DUBLIN 2.

19.5.2 If you would like to change or modify information previously provided to us, to remove information from our database or elect not to receive certain communications from us please write to the Customer Service Manager, TD Waterhouse Investor Services (Europe) Limited, Exchange Court, Duncombe Street, Leeds LS1 4AX United Kingdom or AA1626, PO Box No. 4214, FREEPOST, DUBLIN 2.

20 Termination

20.1 We or you may terminate these Terms and our obligation to provide the Services by giving notice to the other, which will take effect immediately or after such period as may be specified in the notice.

20.2 Termination of the Stockbroking Services will not affect any outstanding transactions or any rights or obligations which may already have arisen between you and us. Transactions in progress at the date of termination will be completed by us as soon as practicable subject to these Terms. The termination of these Terms will not affect the coming into force or the continuance in force of any provision in these Terms which is expressly or by implication intended to come into or continue in force on or after such termination.

20.3 Notwithstanding the provisions of clause 20.5 and 20.6 of these Terms, if termination occurs, we will, as soon as reasonably practicable subject to these Terms, arrange the delivery to you, or to your order, of any money or investments in your Account(s) subject to any applicable charges as set out on our Rate Card. A final statement will be issued to you where appropriate.

20.4 Notwithstanding the provisions of clause 20.1 of these Terms, we will give you at least thirty (30) days prior written notice of the closure of any Account opened by us for you under the Terms of the Banking Services providing there are no exceptional circumstances such as suspected fraud in relation to any Account. Interest will not accrue on any Account once it has been closed.

20.5 If your Account is terminated we may make a minimum charge for administration. Please see our Rate Card for full details.

20.6 After termination of your Account, if any money or investments are received into your closed Account, we may make a minimum charge for administration. Please see our Rate Card for full details.

21 Power to sell or close out

21.1 At any time that we consider reasonably necessary or desirable including without limitation, if you fail to make any payment or to deliver any investments or transfer documents due to us at the due time for payment or delivery then we reserve the right without prior notice to you to:

21.1.1 treat any outstanding transaction as having been cancelled and terminated;

21.1.2 use all money held or debts due to you from any party including ourselves in relation to the Stockbroking Services under these Terms, or any investment, asset or transaction hereunder;

21.1.3 arrange the sale of investments to provide funds to cover any outstanding amount; and/or

21.1.4 close out, replace or reverse any such transaction or take, or refrain from taking, such other action at such times and in such manner as we reasonably consider necessary or appropriate to cover, reduce or eliminate loss or liability under or in respect of any contract, positions or commitments.

21.2 Specifically, we may so act if, by reason of payment method or any information that we obtain from any source, we have reason to believe that you are a US person.

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22 Our security interests

22.1 All of your investments and money in your Account(s) are subject to a general charge (which is a type of security interest) in our favour to cover outstanding amounts due from you to us for provision of the Services.

22.2 If you default in paying any amount due, interest will be payable by you on demand at the rate set out from time to time on our Rate Card together with all associated reasonable administrative and recovery costs including legal costs.

22.3 If we have to pay or repay any money from any Account you may hold with us or our affiliates in the TD Group or deliver or redeliver any investment it will be conditional upon there being no outstanding liabilities (whether actual or contingent) due from you.

22.4 We shall also have the legal right to withhold the cash and investments which we or our Nominees may hold, as security for you meeting all of your outstanding liabilities to us from time to time, and we have the right to use the cash or convert the investments into cash on such terms (including as to price) as we consider appropriate and to apply and set-off the proceeds of such use or conversion as set out below.

22.5 We may, without notice to you combine, consolidate or merge all or any of your Accounts, balances and other amounts with, or liabilities to us and may set-off any sum standing to the credit of any such Accounts, balances or other amounts in or towards the satisfaction of any sum or liability you owe to us. To effect set-off we may transfer monies and/or assets between any of your Accounts.

22.6 We may, without notice to you, convert any relevant foreign currencies in any of your Accounts in order to exercise our rights under clauses 22.4 or 22.5.

22.7 As continuing security for your discharge of all liabilities, you agree to charge with full title guarantee (or, if you are a trustee, with limited title guarantee) free of any adverse interest whatsoever to and for the benefit of us:

22.7.1 by way of first fixed legal charge, each Account with us and all assets and cash from time to time credited to that Account and, by way of separate first fixed legal charge, the benefit of any Account and any rights against any banker, custodian or other person on whose books that Account exists, to which any such assets and cash are from time to time credited;

22.7.2 by way of first fixed legal charge, all assets in respect of which title has been transferred by way of security to us or to our order;

22.7.3 charge all other assets which (or the certificates or documents of title to which) have been deposited in any Account or are otherwise held by us; and

22.7.4 by way of first fixed legal charge, all sums of money held by us for you, the benefit of all Accounts in which any such money may from time to time be held and all your right, title and interest under any trust (whether arising by agreement or otherwise) relating to such money or to such Accounts. The benefit of such charge is held by us for our benefit and as trustee for the benefit of all of our affiliates, agents and licensors from time to time.

22.8 The security created under these Terms will remain in full force and effect by way of continuing security and will not be affected in any way by any settlement of account or other matter or thing and will be in addition to any other security, guarantee or indemnity now or at any time held by us or any other person in respect of your liabilities.

22.9 You grant to us a power of attorney to execute and sign all such transfers, assignments, further assurances or other documents and do all such other acts and things as may reasonably be required to vest or to take advantage of the above security interests or any of it in us or to our order or to a purchaser or transferee or to perfect or preserve our rights and interests in respect of the security or for the exercise by us of all or any of the powers, authorities and discretions conferred on us by these Terms;

22.10 Unless the context requires otherwise, references in this clause to "us" include references to any person holding any of the security or in whose name any of it may be registered;

22.11 Sections 93 (restriction of right of consolidation) and 103 (restriction of right of sale) of the Law of Property Act 1925 will not apply to these Terms;

22.12 Cash we hold for you will be used to settle your purchase transactions. Otherwise, you must provide us with sufficient funds at the latest by the contracted settlement date;

22.13 If you do not make any payment or deliver any assets due to us, we may enforce the security, without prior notice or demand to you;

22.14 In enforcing the security, we may sell, pledge, deposit or otherwise deal with all or any of the security, free of any interest of yours and as we in our reasonable discretion think fit (without being responsible to you for any loss or diminution in price);

22.15 The net proceeds of any such dealings will be applied towards the discharge of your liabilities. You will be entitled to any balance remaining after discharge of all liabilities. In the event of a shortfall, you remain liable for any such shortfall and will immediately pay to us the balance remaining due;

23 Assignment

23.1 We may at any time transfer or assign absolutely our rights, benefits and/or obligations under these Terms by delivering to you a notification. Any such transfer or assignment shall be subject to the assignee undertaking in writing to be bound by and perform our obligations under these Customer Terms of Service.

23.2 Our rights and obligations under these Terms are personal to you. This means that you cannot assign them.

24 Communications

24.1 All communications from us to you will be in English and either in writing, which shall include by any means of electronic transfer delivery such as electronic mail, or over the telephone and will take effect once dispatched to you (except where the time periods in clause 18 apply).

24.2 You accept that we and/or any associate and/or our or their representatives or employees may communicate with you over the telephone, by email or by a message on our website, even where you have not requested us to communicate with you. We will only do this in compliance with the FSA Rules and applicable laws.

24.3 We shall not be liable for any delay in you receiving any communication once dispatched by us, except where the delay is caused by our wilful default, fraud or negligence.

24.4 All communications from you to us that instruct us to take action in respect of an investment, such as an order to buy, sell or take up a corporate action, should be English, made by telephone or via our website and will take effect upon receipt by us. Any written instruction to take such action shall be at your risk and may not be processed unless and until acknowledged by us. If no

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such acknowledgement is received please contact us by telephone on 1 0800 646 582.

24.5 All other communications from you to us can be made in writing to the Customer Service Manager at Exchange Court, Duncombe Street, Leeds LS1 4AX United Kingdom or AA1626, PO Box No. 4214, FREEPOST, DUBLIN 2, by telephone on 1 800 646 582 or through the Contact Us section of the website at tdwaterhouse.ie or by email to customer_services@tdwh.ie

25 Death of an Investor

25.1 In the event of the death of a sole Account holder, that Account holder's legal personal representatives must provide us with formal notice in the form of the original death certificate of the Account holder or a copy certified by a Solicitor or another regulated professional person. We will then hold the existing investments in the Account but will not carry out any transactions.

25.2 Once we have received the grant of representation for your estate, we will then carry out the written instructions from all your legal personal representatives. If we have not received any instructions after six (6) months we may re register your holdings into the name(s) of your legal personal representative(s). We will send the certificates to the registered correspondence address for the estate. The securities cannot be sold until the re registration process has been completed.

25.3 If your estate is too small to warrant a grant of representation, an indemnity form must be completed by the beneficiary(ies).

25.4 We shall not be responsible for any losses that result from us being unable to operate your Account following your death. We will not provide investment advice to the executor of your will or administrator of your estate.

25.5 If you have a joint Account and one of you dies, we will transfer the investments and the responsibility for any obligations connected with the Account into the survivor's sole name. The Terms will remain in force between us and the survivor. Unless you have notified us otherwise, we will be entitled to treat that person as the only person with any interest in the Account.

25.6 Any applicable charges as detailed within our Rate Card will still be charged until the Account is closed.

26 Joint Accounts and trustees

26.1 Where Accounts are in the name of more than one person each of you will be jointly and separately liable to us under the Terms. This means that each of you is separately responsible for keeping to its terms. If any of you do not keep to them, we can take action against any of you singularly or together. On the death (if an individual) or dissolution (if applicable) of any one of you, we may treat the survivor(s) as the only person(s) entitled to your money and investments.

26.2 We will normally act on instructions from any of you. If you give us conflicting instructions, we will not have to act on them. Where instructions can be given to us by any of you, you will be bound by the instruction given by another joint Account holder.

26.3 If we become aware of divorce proceedings between joint account holders or there is a disagreement between any of you as to the running of the Account, we may, but are not obliged to, freeze your Account or resort to joint authorisation for each instruction on your Account.

26.4 If either of you give notice to end the Terms, we will close your Account in accordance with the instructions received. If we give notice to end the Terms, we will transfer your investments into your joint names, unless otherwise instructed.

26.5 Where the Account(s) is in the name of one or more trustees, you will notify us of any changes in trustee of the relevant trust; confirm that each of you has all necessary powers to enter into and perform these Terms; and confirm that you are aware of the true identity of the settlors and beneficiaries of the trust and that there are no anonymous settlors or beneficiaries.

27 General

27.1 You should assume that all telephone calls, website use and electronic mail between you and us will be recorded. These recordings will be our sole property and may be used for training purposes or as evidence in the event of a dispute. We will retain telephone call recordings for the time specified by the FSA.

27.2 In the UK, your investments, excluding cash deposits, are covered by the protected investment business scheme and your cash deposits held by the Broker are covered by the protected deposit scheme. Both of these schemes were established under the Financial Services and Markets Act 2000 and are operated by the Financial Services Compensation Scheme ("FSCS"). Compensation is available only to eligible investors in respect of protected claims.

27.3 Payments under the protected investment business scheme and the protected deposit scheme are limited to a maximum of 100% of £50,000.

27.4 Deposits held at TDW Bank NV are protected by the Dutch Guarantee Scheme (the "Dutch Scheme"). The maximum amount to which the Dutch Scheme provides cover is set at 100,000 Euro per person per institution.

27.5 We can provide to you, on request, information concerning the conditions relating to the schemes set out in clause 27.2 to 27.4 and the process by which you could obtain compensation. Information is also available at the FSCS official website at www.fscs.org.uk.

27.6 All transactions are subject to the rules and customs of the relevant exchange, market and/or clearing house and to any other applicable rules, regulations and/or laws so that:

27.6.1 if there is any conflict between them and these Terms, the former will take precedence;

27.6.2 we may take or omit to take any action we think appropriate to ensure compliance with them; and

27.6.3 any such action we take will be binding on you.

27.7 Our relationship with you is subject to these Terms, so that if there is any conflict between these Terms and other terms, conditions, information or agreement produced by us from time to time in respect of the Services these Terms will take precedence.

27.8 If any provision of these Terms is held to be invalid or ineffective, it will not affect the enforceability or validity of any other provisions.

27.9 We reserve the right, at all times acting reasonably, to refuse a deposit, to refuse to open an Account or to close an Account without giving reasons for any such decision. We reserve the right to require references from you. In any event, in order to protect you and the banking system, we may suspend or withdraw the

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provision of all or part of the Banking Services to you, if an Account is being operated in breach of these Terms; if we reasonably believe an Account may be used negligently, illegally or fraudulently; if we believe the security of our systems used to provide the Services has been compromised; or if you are no longer our customer.

27.10 We reserve the right to recall or reverse any payment or transfer which has been made that is not within the contemplation of these Terms or if we reasonably believe the payment or transfer has been made fraudulently or illegally.

28 Complaints

28.1 If you have a complaint about us you should raise it in the first instance with our Customer Services Team.

28.2 We have a written complaints procedure that complies with the requirements of the FSA Rules for the handling of customer complaints, a copy of which is available on request. If you have a complaint you should write to the Customer Resolution Team Exchange Court, Duncombe Street, Leeds LS1 4AX United Kingdom or AA1626, PO Box No. 4214, FREEPOST, DUBLIN 2.

28.3 In the event of a dispute remaining unresolved after exhausting these procedures, or if we do not provide you with our final response within eight (8) weeks of receiving your complaint, you may refer your complaint to the Financial Ombudsman Service.

29 Tax

29.1 Where we mention tax provisions or a particular tax treatment in these Terms you should be aware that the tax treatment depends on your individual circumstances and may be subject to change in the future.

29.2 We do not offer tax advice. If you require assistance with your tax affairs with regard to our products, you may wish to take independent tax advice from an appropriate financial adviser or your local tax office.

30 Governing law

These Terms are governed by English law and are subject to the non exclusive jurisdiction of the English courts.

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Appendix A

Description of investments and risk warnings

This appendix provides you with a general description of the nature and risks of the investments, which you may trade with us. It does not disclose all of the risks and other significant aspects of the investments which we offer. If you are not sure about any aspect of the risks and features of these products, you should obtain professional advice.

You should be aware that the performance of all of the investment products set out below is not guaranteed and the prices may go down as well as up.

General warning

You should not view the past performance of investments as a guide to their future performance.

1 Non-Complex Products

1.1 Shares

Nature

- Shares, known as equities, represent a portion of a company's share capital. The extent of your ownership in a company depends on the number of shares you own in relation to the total number of shares in issue.
- Some shares are bought and sold on stock exchanges and their values can go down as well as up in line with market conditions. These shares are termed "quoted".

Risks

- In respect of unlisted shares or shares in small companies, there is an extra risk of losing money when such shares are bought or sold. There can be a big difference between the buying and selling price of these shares. If they have to be sold immediately, you may get back much less than you paid for them.
- Shares in companies incorporated in emerging markets may be harder to buy and sell than those shares in companies in more developed markets and such companies may also not be regulated as strictly.

Specialist sector investments

- Investing in shares that are concentrated in a specialist sector is considered to be a higher risk strategy, due to the concentrated exposure to the market sector in question.
- Whilst such investments may offer greater returns over the long term, this can be coupled with the risk of higher volatility.

1.2 Savings

Nature

- Savings products usually involve you placing your money into an account where it earns interest.
- You can get your money out immediately with TD Waterhouse's savings product.
- Your money grows from interest being added on a quarterly basis, and it is calculated daily.

Risks

- Savings Accounts are generally considered low risk and the prospect of you losing your money is usually unlikely (unless there is a bank collapse).
- Inflation may have a negative impact on your savings if the rate of interest you receive on your savings is less than the prevailing rate of inflation as your money will buy less each year.

1.3 Fixed interest bonds and gilts

Nature

- Investing in a corporate bond means that you are effectively loaning money to the company which has issued the corporate bond.
- This means that the more financially secure the company issuing the bond is, the more likely it is that it will be able to pay back the loan. The interest payment may be related to the perceived financial security of the company issuing the bond.

Risks

- Sub investment grade or 'junk' bonds are issued by companies which are less financially secure and so there is a greater risk that it will default but you may receive a higher interest payment. The effect of a default will impact upon the return of your investment.
- Investing in government bonds (which in the UK are also known as gilts) are regarded as the least risky type of bond investments since they are backed by a government.
- Bonds issued by supranational institutions, such as the European Investment Bank or the World Bank, are also generally regarded as being a safe investment.

1.4 Collective investment products

Nature

- Collective investment products include investment trusts, exchange traded funds (ETFs) and real estate investment trusts (REITs). These are all investment vehicles that invest their assets in the securities of other issuers, or in cash, in accordance with their own internal rules.
- Investment trusts and REITs are listed companies with their shares traded on the London Stock Exchange.
- Investment trusts and REITs may trade at a discount or premium to the cumulative value of their underlying investments, depending on the demand for their shares.

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Some collective investment products may specialise in certain countries or sectors and you should read the terms of any key features document carefully before deciding on an investment.

Risks

- As with individual equities, the value of your investment can go down as well as up and you might not get back the original amount you invested.
- Any income you receive from your investment in a collective investment scheme may vary with the dividends or interest paid by the underlying investments and so could fall as well as rise.
- Collective investment products that focus on a country, sector or market index may display greater volatility than the wider market and so should be considered as higher risk than more widely invested collective investment products.

2 Complex Products

- Warrants and derivative products such as futures, options and contracts for difference are complicated instruments and you should make sure that you understand their nature and the level of risk they involve before you deal in these products. You should also be satisfied that the product is suitable for you in the light of your circumstances and financial position. Although warrants and/or derivative instruments can be used for the management of investment risk, some of these products are unsuitable for many investors. Different instruments involve different levels of exposure to risk and in deciding whether to trade in such instruments you should be aware of the following points:

2.1 Warrants

Nature

- A warrant is a time limited right to subscribe for shares, debentures, loan stock or government securities and is exercisable against the original issuer of the underlying securities.
- Some other instruments are also called warrants but are actually options (for example, a right to acquire securities which is exercisable against someone other than the original issuer of the securities, often called a 'covered warrant').

Risks

- It is important to note that a relatively small movement in the price of the underlying security results in a disproportionately large movement, unfavourable or favourable, in the price of the warrant. As a result, the prices of warrants can be volatile.
- The right to subscribe conferred by a warrant is generally limited by time, which means that if the investor fails to exercise this right within the predetermined time-scale then the investment becomes worthless. It is therefore important to understand that if you are considering purchasing a warrant you should be prepared to lose all of the money you have invested plus any commission or other transaction charges.

2.2 Off-exchange warrant transactions

Nature

- Off-exchange warrants are investments in which the relevant deal is not regulated by the rules of any stock exchange.

Risks

- It may be impossible to: liquidate an existing position, assess the value of the position arising from an off-exchange transaction or assess the exposure to risk.
- Bid and offer prices need not be quoted and even where they are, they will be established by dealers in these instruments and consequently it may be difficult to establish what is a fair price and in some cases it may be difficult to sell at any price.
- We will tell you if you are entering into an off-exchange transaction.

2.3 Securitised derivatives

Nature

- Certain types of securitised derivatives, including covered warrants, may give you a time limited right to buy or sell one or more types of investment which is normally exercisable against someone other than the issuer of that investment.
- Other types of securitised derivatives may give you rights under a contract for difference which allow for speculation on the changes in the value of a particular kind of property (of any description) or changes in the value of an index, such as the FTSE 100 index.
- In both cases, the investment or property may be referred to as the "Underlying Instrument".

Risks

- Securitised derivatives often involve a high degree of gearing or leverage, so that a relatively small movement in the price of the underlying investment results in a much larger movement, unfavourable or favourable, in the price of the securitised derivative which means that the price of these instruments can be volatile.
- Securitised derivatives have a limited life, and may (unless there is some form of guaranteed return to the amount you are investing in the product) expire worthless if the underlying instrument does not perform as expected.
- As a result of this risk, you should only buy these products if you are prepared to lose all of the money you have invested plus any commission or other transaction charges.
- You should consider carefully whether or not this product is suitable for you in light of your circumstances and financial position and if you are in any doubt you should seek professional advice.

2.4 Contracts for difference (CFDs)

Nature

- Futures and options contracts can also be referred to as contracts for difference. These can be options and futures on the FTSE 100 index or any other index, as well as currency and interest rate swaps. However, unlike other futures and options, these contracts can only be settled in cash.
- To trade contracts for difference through TD Waterhouse, you need to open an Account with TD Waterhouse CFDs.

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Risks

- Investing in a contract for difference carries a high degree of risk because the 'gearing' or 'leverage' often obtainable means that a small deposit or down payment can lead to large losses as well as gains.
- This also means that a relatively small movement can lead to a proportionately much larger movement in the value of your investment and this can work against you as well as for you.

2.5 Financial spread bets

Nature

- A financial spread bet is an agreement to exchange the difference between the open and closing value of the bet.
- When you place a financial spread bet, you are speculating on the direction of the future price movements in an underlying instrument or index.
- You specify an amount you want to bet on each point movement of the underlying instrument or index.
- To make a financial spread bet through TD Waterhouse, you need to open an Account with TD Waterhouse Financial Spread Betting.

Risks

- As the price movement of the underlying instrument or index determines the financial outcome, profits and losses can quickly exceed the initial deposit and you may have to provide further funds at short notice.
- Financial spread betting carries a high risk as it is possible to quickly lose more money than your initial deposit.

3 General risks of trading

3.1 Foreign markets

- Foreign markets will involve different risks from the UK markets. In some cases the risks will be greater.
- The potential for profit or loss from transactions on foreign markets or in foreign denominated contracts will be affected by fluctuations in foreign exchange rates.

3.2 Commissions

- Before you begin to trade, you should obtain details of all commissions and other charges for which you will be liable by checking our Rate Card.
- If you do not understand any charges (because, for example, they are not expressed in money terms but as a percentage of contract value), you should ask us for a written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms.

3.3 Market conditions

- Under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange trading is suspended or restricted.
- Placing a stop loss order or Limit Order will not necessarily limit your losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price.

3.4 Clearing house protections

- On many exchanges, the performance of a transaction by us (or third party with whom we are dealing on your behalf) is 'guaranteed' by the exchange or clearing house.
- However, this guarantee is unlikely in most circumstances to cover you, the customer, and may not protect you if we or another party were to default on obligations owed to you.

3.5 Insolvency

- Our insolvency or default, or that of any other brokers involved with your transaction, may lead to positions being liquidated or closed out without your consent.
- In certain circumstances, you may not get back the actual assets that you lodged as collateral and you may have to accept any available payments in cash.
- On request, we will provide you with an explanation of the extent to which we will accept liability for any insolvency of, or default by, other firms involved with your transactions.

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Appendix B Payment Services Terms

1 Introduction

This appendix sets out the terms on which Payment Services are provided to you by TD Waterhouse Bank N.V. ("**we**", "**us**" and "**our**").

1.1 Definitions

In addition to the definitions in clause 1.3 of the Agreement, in this Appendix the following words shall have the following meaning:

"Agreement" means our Customer Terms of Service defined in clause 1.3.21 as "Terms"

"BACS" means the Bankers Automated Clearing System, an electronic UK domestic payment clearing and settlement system

"BIC" means Bank Identifier Code

"Business Day" means when we will be open and available to receive Payment Orders this being Monday to Friday between the hours of 09:00 and 17:00, unless the day is a designated official UK bank holiday.

"CHAPS" means Clearing House Automated Payment System, an electronic UK bank-to-bank same-day value payment system made in sterling

"EEA" means European Economic Area

"EU" means European Union

"IBAN" means International Bank Account Number

"Payee" means a person/entity who is the intended recipient of funds

"Payer" means a person/entity who initiates, or consents to the initiation of a Payment Order

"Payment Instrument" means any personalised device, or personalised set of procedures (agreed between Payment Service User and Payment Service Provider), used by the Payment Service User in order to initiate a Payment Order, such as our electronic banking system

"Payment Order" means any instruction by a Payer or Payee to their Payment Service Provider requesting the execution of a Payment Transaction

"Payment Service" means the account operation and the specific services provided for transferring funds in and out of an account

"Payment Service Provider" means an entity regulated by the FSA which carries on the business of Payment Services

"Payment Service User" means a person/entity when making use of a Payment Service in the capacity of either Payer or Payee or both

"Payment Transaction" means an act, initiated by Payer or Payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the Payer and the Payee

"Reference Rate" means the Bank of England Bank Rate or such other externally set interest rate

"Unique Identifier" means a combination of letters, numbers and symbols to be provided by the Payer in relation to a Payment Order

1.2 Authorisation to provide Payment Services

We are authorised and regulated by the Financial Services Authority to provide Payment Services to our clients.

2 Payment Services

2.1 The Payment Services covered by these terms relate to Payment Transactions where the Payment Service Providers of both the Payer and the Payee are located within the EEA and the Payment Services are carried out in Euro or in the currency of an EEA state that has not adopted the Euro as its currency.

2.2 Payment Services

The services in the following list are the Payment Services supplied by us:

- Standard Domestic Payment
- CHAPS
- Internal Account Transfer

2.2.1 Standard Domestic Payment

Product Information: Debiting the account and making a payment by electronic transfer directly to the Payee's account.

Unique Identifier required:

- (i) Payee's Payment Service Provider bank code: Sort Code or BIC Code; and
- (ii) Payee's payment account number: eight digit bank account number or IBAN; and
- (iii) Any other Unique Identifier required by the Payee's Payment Service Provider.

Execution Time: The funds will be credited to the account of the Payee on the third working day after the Business Day that we receive your instruction.

The Receipt Cut Off Time on the Business Day that we receive your instruction is 9pm.

2.2.2 CHAPS payment

Product Information: A Payment Service for debiting your account and making a payment by electronic transfer directly to the Payee's account.

Unique Identifier required:

- (i) Payee's Payment Service Provider identifier, either Sort Code, or BIC code;
- (ii) Payee's payment account number, either eight digit bank account number or UK IBAN;
- (iii) Any other Unique Identifier required by the Payee's Payment Service Provider.

Execution Time: The Payment Transaction will be credited to the Payee's account by either the end of the same Business Day that we receive the valid Payment Instruction, or by the end of the next Business Day where the instruction is received after the Receipt Cut-Off Time.

Receipt Cut-Off Time is 12 midday.

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2.2.3 Transfer between accounts held with us

Product Information: This is a transfer request between two accounts both held with us.

Unique Identifier required: The account numbers.

Execution Time: The Payment Transaction will be credited to the Payee's account by the end of the same Business Day as we receive the (valid) Payment Instruction.

Receipt cut-off time is 9pm.

2.3 Receipt of Valid Payment Orders

The time of receipt of a Payment Order is the time the Payment Order (either given directly by you or indirectly by or through a Payee) is received by us on a Business Day.

If the time of receipt of a Payment Order does not fall on a Business Day, the Payment Order is automatically deemed to have been received on the following Business Day.

2.4 Execution times

The execution times detailed in clause 2.2 are the maximum length of time allowable to make the payment.

2.5 Consenting to payment execution

A Payment Transaction is not regarded as having been authorised unless you have given your consent in the form and in accordance with the procedure agreed between you and us.

2.6 Withdrawal of consent to payment execution

You may withdraw your consent to a particular Payment Order at any time before it is deemed to be received (see clause 2.3 for details of when a Payment Order is received) by us.

Where we agree that the execution of a Payment Order is to take place:

- (a) on a specific day;
- (b) at the end of a certain period; or
- (c) on the day on which you place funds at the disposal of us, you may revoke the Payment Order no later than the end of the Business Day preceding the agreed date.

At any time after the time limits for revocation referred to in this clause 2.6, the Payment Order may only be revoked if agreed between us.

A charge may be applied by us to your Account for the revocation of a Payment Instruction by you.

2.7 Refusal of Payment Instruction

We may refuse to execute a Payment Instruction for a valid reason such as insufficient funds. We will not notify you.

A charge may be applied by us to your account for any Payment Instruction which is refused.

If a Payment Instruction is refused by us it is deemed not to have been received by us in respect of expected execution times or non-execution.

2.8 Account Closure

In the case of the closure of an account with us, any credit balances will be paid as per your instructions but any payment charge will be debited from the account prior to the payment of the balance.

2.9 Transactional information provided

Where appropriate, we will make available on-line the following information with regard to the Payment Transactions covered by these Payment Services Terms:

- (a) the amount of the transaction;
- (b) a reference to identify the transaction;
- (c) the amount of any charges;
- (d) where applicable, the exchange rate used and the currency and equivalent amount and;
- (e) the debit or credit value date.

2.10 Where we receive a payment into your Account (other than by cheque) we will show it in your Account and allow you to use it immediately. If such a payment is not showing on your account and you wish to use the funds please telephone us on 1 800 646 582.

3 Fees, Charges and Rates

Our fees and charges and any interest payable will be levied in accordance with the Rate Card.

You agree to pay such fees, charges and interest, together with any applicable taxes and charges on their due date, and if no due date is specified, on demand by us.

3.1 Payment charges

A full breakdown of these charges for a particular interest period is available upon request.

For all Payment Services covered by these Payment Services Terms and where no currency conversion is involved, the following basis for deducting charges will apply:

- (a) the Payer pays any charges levied by their Payment Service Provider; and
- (b) the Payee pays any charges levied by their Payment Service Provider.

Any changes to the Rate Card in respect of Payment Services will be provided no later than two months before the date on which they take effect.

3.2 Interest Rates

You can contact us on 1 800 646 582 to obtain details of the interest rate applicable to your account(s).

3.3 Exchange Rates

Any item requiring currency conversion will use our exchange rate to which a fixed margin is applied as set out in our Rate Card. You can contact us on 1 800 646 582 to obtain details of the applicable margin applied to the exchange rate.

3.4 Other Charges

3.4.1 Charges for incorrect Unique Identifier

A charge may be applied by us to your Account for any Payment Instruction which contains an incorrect Unique Identifier.

Any additional charges incurred by us whilst attempting to recover the funds for a payment with an incorrect Unique Identifier, or attempting to amend the instruction, may be applied to your account.

Any charge deducted will be charged to the Account at the time of the notification of the incorrect Unique Identifier, or during any investigation period after this time.

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3.4.2 Charges for supplying payment information

Any additional information requested by you and which you are entitled to receive may be provided by us subject to payment of an additional charge.

4 Communication

4.1 Language of communication

All information will be provided in English.

4.2 Requesting Information

At your request, we will provide information concerning the maximum execution times and the charges payable by the Payer in respect of a particular Payment Transaction and this will be provided free of charge.

5 Safeguards and Corrective Measures

5.1 Payment Instruments

5.1.1 Right of us to stop use of a Payment Instrument

As defined within the contract for a Payment Instrument service, we have the right to stop the use of a Payment Instrument on reasonable grounds relating to :

- (a) the security of the Payment Instrument; or
- (b) the suspected unauthorised or fraudulent use of the Payment Instrument.

We will advise you of our intention to stop the use of the Payment Instrument and advise its reasons for doing so, provided that this advice will not compromise reasonable security measures or is otherwise unlawful.

We will allow the use of the Payment Instrument or replace it with a new Payment Instrument as soon as practicable after the reasons for stopping its use cease to exist.

5.1.2 Your Obligations

You must use the Payment Instrument in accordance with the terms and conditions governing its issue and use as defined in the separate agreement for the service.

You must take all reasonable steps to keep its personalised security features safe at all times.

You must notify us and without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the Payment Instrument.

For unauthorised Payment Transactions notification must be no later than 13 months after the debit date for the transaction.

5.1.3 Our obligations

We will ensure that appropriate means are available at all times to enable you to notify us of any loss, theft, misappropriation or unauthorised use of the Payment Instrument. In relation to this, you are referred to clause 5.1.4 below.

If you notify us as above, we will, upon your request, provide proof that such notification was made at any time during a period of 18 months after the alleged date of the notification.

We will prevent any further use of the Payment Instrument once notification has been made by you in accordance with these Payment Services Terms.

5.1.4 Notification of loss, theft, misappropriation or unauthorised use

As soon as you become aware of the loss, theft, misappropriation or unauthorised use of a Payment Instrument then you must contact us immediately by either post, telephone, fax message or email.

5.2 Refund or revocation for a Payee-initiated transaction

5.2.1 You must request a refund within eight weeks from the date on which the funds were debited, and provide full details of the Payment Transaction including the reason for the refund request.

5.2.2 You are entitled to a refund in the following circumstances:

- (a) the authorisation did not specify the exact amount of the Payment Transaction; and
- (b) the amount of the Payment Transaction exceeded the amount you could reasonably have expected to pay taking into account previous transactions, the conditions of the contract and the circumstances of the case.

However the right to a refund does not apply where:

- (a) you have given consent directly to us for the Payment Transaction to be executed; or
- (b) information on the Payment Transaction was provided to you at least four weeks prior to the due date by either us or the Payee.

5.2.4 We will either:

- (a) refund the full amount of the Payment Transaction; or
- (b) provide justification for refusing to refund the Payment Transaction within 10 Business Days of the later of (i) the date that your request for a refund was received or (ii) the date that any subsequent clarification of this was received.

5.2.5 Subject to the following sections, you may not revoke a Payment Order after it has been received by us. In the case of a Payment Instruction initiated by or through a Payee, you may not revoke the Payment Order after the Payment Order has been transmitted or the Payer has given consent to the execution of the Payment Transaction to the Payee.

Outside the above time limits, the Payment Order may be revoked if the revocation is agreed between you and us and the Payee.

Any request for refund or revocation must be provided in writing by you to us, within the above timeframes.

A charge as detailed in the Rate Card may be applied by us to your account for a Payment Instruction which is revoked.

5.3 Non-execution or incorrect execution of payment

We will, upon request by you, make efforts to trace the Payment Transaction and notify you of the outcome.

6 Liability

6.1 Our liability

6.1.1 Unauthorised Payment Transactions

Where you deny having authorised an executed Payment Transaction, it is for us to prove that the Payment Transaction was authorised and accurately recorded.

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Where it is deemed by both us and you that the executed transaction was not authorised by you, we will immediately:

- (a) refund the amount of the unauthorised Payment Transaction to you; and
- (b) where applicable, restore your account to the state it would have been in had the Payment Transaction not taken place.

You must provide to us written confirmation of any claimed unauthorised Payment Transactions.

6.1.2 Execution of Payment Transactions

We are liable for the correct execution of the Payment Transaction (subject to the condition below regarding the Unique Identifier) unless we can prove that the Payee's bank has received the amount of the Payment Transaction. In this case, the Payee's bank will be liable to the Payee for the correct execution of the Payment Transaction.

However we are not liable if the failure to execute is due to abnormal or unforeseeable circumstances beyond our control, or is due to legal restrictions.

Where the Unique Identifier provided by you is incorrect, we are not liable for the non-execution or incorrect execution of the Payment Transaction. However we will make reasonable efforts to recover the funds involved in the Payment Transaction.

A charge may be applied by us to your account for our attempt to recover funds for a Payment Instruction where you have quoted an incorrect Unique Identifier.

Where, after thorough investigations, it is deemed that we are liable, we will without undue delay:

- (a) refund the amount of the incorrectly executed Payment Transaction to you; and
- (b) where applicable, restore your account to the state it would have been in had the Payment Transaction not taken place.

6.2 Your liability

Unauthorised Payment Transactions

You are liable for all losses incurred in respect of an unauthorised Payment Transaction where you:

- (a) have acted fraudulently; or
- (b) have with intent or gross negligence failed to comply with your obligations under clause 5.1.2.

Subject to the above you are liable up to a maximum of £50 for any losses incurred in respect of unauthorised Payment Transactions arising:

- (a) from the use of a lost or stolen Payment Instrument; or
- (b) where the Payer has failed to keep the personalised security features of the Payment Instrument safe, from the misappropriation of the Payment Instrument.

You are not liable for any losses incurred in respect of unauthorised Payment Transactions processed by way of a Payment Instrument which arises after any notification under clause 5.1.4.

Warning: If you (or any unauthorised user) have acted fraudulently or without all reasonable care in keeping a Payment Instrument safe in accordance with our security requirements you will be liable for all losses in respect of any unauthorised Payment Instrument transactions.

7 Amendment

7.1 Communication of changes

Any changes to these Payment Services Terms will be provided to you no later than two months before the date on which they take effect.

The addition of new Payment Services to these Payment Services Terms, which do not change the terms and conditions relating to any existing Payment Service, will not be treated as a change and therefore will not require the two month notice period specified above.

You have the right to terminate the Agreement with immediate effect by providing written notice before the date the changes take effect from if you do not accept the proposed changes. Any notification by you that you do not accept the proposed changes will be treated by us as notification that you wish to terminate the Agreement with immediate effect.

7.2 Agreement to changes

Any changes will be deemed to have been accepted by you unless we are notified otherwise by you prior to the date the changes take effect.

7.3 Changes to interest rates

7.3.1 Changes to interest rates will be applied immediately and without notice where the interest rate on the account is based upon a Reference Rate, and the change in the interest rate is due to a movement in the Reference Rate.

7.3.2 Where a change is made to the interest rate on an account where the interest rate is not based on a Reference Rate and the change is to your advantage, the change will be made immediately.

7.3.3 Where a change is made to an account where the interest rate is not based on a Reference Rate and the change is to your disadvantage we will provide you with notice of the change no later than two months before the date on which the change is to take effect. Following this notice, you have the right to terminate these Payment Services Terms with immediate effect by providing written notice before the date the changes take effect if you do not accept the proposed changes. Any notification by you that you do not accept the proposed changes will be treated by us as notification that you wish to terminate the Payment Services Terms with immediate effect.

7.3.4 Any changes made under clause 7.3.3 will be deemed to have been accepted by you unless we are notified otherwise by you prior to the date the changes take effect from.

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8 Termination

8.1 Duration of Contract

The duration of these Payment Services Terms is unlimited in time, and may be terminated by either party under clause 8.2.

8.2 Period of notice to terminate

You may terminate these Payment Services Terms and Conditions at any time by providing written notice to us.

We must give a period of at least two months' notice of termination to you.

However we may terminate these Payment Services Terms with immediate effect by notice to you if you commit a material breach of these Payment Services Terms or become insolvent under the laws of any applicable jurisdiction.

8.3 Charges for termination

We will not charge you for the termination of these Payment Services Terms. However where charges for Payment Services are levied on a regular basis, such charges will be apportioned up until the time of the termination of the Payment Services Terms and any charges paid in advance will be reimbursed by us proportionally.

9 General

9.1 Circumstances Beyond Our Reasonable Control

We are not liable to you for any delay in performing or failure to perform any of our obligations under these Payment Services Terms which is caused by circumstances beyond our reasonable control either directly or indirectly, including, but not limited to such as the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, civil unrest, acts of terrorism, strikes or other industrial action or trade disputes (whether involving our employees or those of a third party), fire, flood, non-performance of any third party to perform its obligations, measures taken by any national, foreign or international authority.

In the event that we are unable to carry out our obligations under these Payment Services Terms due to circumstances beyond our reasonable control as detailed above, it shall for so long as such circumstances continue, be relieved of our obligations under these Payment Services Terms. We shall, as soon as possible after the end of such case or event, resume performance of our obligations under these Payments Services Terms.