



Investment Advisory Terms & Conditions

THE BANK OF YOU

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I. INTRODUCTION

These Terms and Conditions set out the terms on which KBC Bank Ireland plc ('KBCI') will provide Investment Advice to clients. They shall remain in force until further notice. When you sign the Advisory Services application form, you accept these Terms and Conditions which are applicable to any Advisory Services which KBCI provide to you and they shall become binding on KBCI's acceptance of your application.

If you have any queries we will be happy to deal with them and you can contact us at:

KBC Bank Ireland plc
Sandwith Street
Dublin 2.
Telephone: 01 664 6000
E-mail: info@kbcbank.ie
www.kbc.ie

KBC Bank Ireland Plc is authorised as a licensed credit institution by the Central Bank of Ireland under number C26910

IT IS IMPORTANT THAT YOU READ THESE TERMS AND CONDITIONS CAREFULLY AND IN FULL AS THEY SET OUT THE TERMS ON WHICH KBCI WILL PROVIDE ADVISORY SERVICES TO YOU IN RELATION TO KBC INVESTMENT FUND(S).

ADVISORY SERVICES MEANS THAT KBCI WILL PROVIDE YOU WITH ADVICE IN RELATION TO INVESTMENT PRODUCTS BUT THE DECISION TO INVEST OR NOT TO INVEST WILL BE MADE BY YOU.

II. DEFINITIONS AND INTERPRETATION

(a) Definitions

'Data Protection Documents' means the Data Protection Notice and the Privacy Statement as amended, extended or replaced from time to time for such reasons as KBCI deems reasonable and/or necessary;

'Data Protection Law' means all legislation and regulations relating to the processing and protection of personal data including (without limitation) the Data Protection Acts 1988 and 2003, the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, the EU Data Protection Directive 95/46/EC, the Data Protection (Registration) Regulations 2001, the Data Protection Act 1988 (Section 16(1)) Regulations 2007, the General Data Protection Regulation (EU) 2016/679, and the Personal Data Security Breach Code of Practice issued by the Data Protection Commissioner relating to the processing of personal data or privacy or any amendments, and re-enactments thereof;

'Data Protection Notice' means the data protection notice produced by us to explain the terms on which any personal data received in connection with your Accounts will be collected and used by us or on our instruction and the mechanisms by which you can exercise your rights pursuant to Data Protection Law. The Data Protection Notice may be accessed online at www.KBC.ie.

'Investment Specialist' means the staff member(s) or agent(s) of the Bank who provide(s) you with investment advice.

'Investment Advisory Reference Number' means the reference number in relation to a client of the Bank that serves as a reference to the depository in which all investment advice that the Bank will provide to You, will be stored.

'Investment Advisory Application Form' means the application form to be signed by You in order to be able to benefit from the Bank's Investment Advisory services.

'Investment Advisory Terms and Conditions' means these terms and conditions that apply to Investment Advisory Services provided by the Bank to its clients.

'Investment Fund(s)' means a collective investment scheme that invests in a range of individual securities, giving investors the opportunity to invest in a diversified investment product.

'Investment Products' means KBC Investment Fund(s) and Structured Deposits only.

'KBC Asset Management Group' means the group of asset management companies that issue and manage KBC Investment Funds.

'KBC Investment Fund(s)' means Investment Fund(s) that are issued and managed by an asset management company belonging to KBC Asset Management Group.

'MIFID' means The Markets in Financial Instruments Directive that came into effect on 3rd January 2018 and was transposed into Irish Law by means of a Statutory Instrument Number 375/2017.

'Privacy Statement' means the privacy statement for mobile and online banking which outlines how we deal with any personal data provided while visiting our website, while using our mobile banking applications (Apps) or when interacting with us through any of our social media or other interactive channels. The Privacy Statement may be accessed online at www.KBC.ie.

'Risk Profile' means the summary description of Your attitude towards the risk which is inherent to all investment Products and your risk tolerance as determined by your responses to the Risk Profile Questionnaire.

'Risk Profile Questionnaire' means the questionnaire that the Bank will use to determine Your Risk Profile.

‘Suitability Assessment’ means the assessment whether a Transaction in a KBC Investment Fund is suitable for you based on your financial situation including Your ability to bear losses, Your risk profile, Your knowledge and experience of financial investments and your investment objectives

‘You/Your’ means the natural person(s) to whom the Bank is providing Investment Advisory services in accordance with the terms and conditions hereof.

‘We, Our, Us, KBCI or the Bank’ means KBC Bank Ireland Plc and its successors, assigns or transferees.

(b) Interpretation

In these Terms and Conditions, unless the context otherwise requires, a reference to:-

- clauses and schedules are to clauses of, and schedules to these Terms and Conditions and the words “hereunder”, “hereof”, “hereto” and words with similar meaning shall be deemed to be references to these Terms and Conditions as a whole and not to any particular recital, clause or schedule of these Terms and Conditions;
- the singular include the plural and references to the plural include the singular; and references to the male include the female and references to the female include the male; and references to the neuter singular gender throughout these Terms and Conditions shall include all genders and the plural;
- a “person” shall be construed so as to include any individual firm, company or corporate body, government, state or agency of the state, local or municipal authority, or government body or any joint venture, association, pension fund, trust, partnership or limited partnership (whether or not having separate legal personality);
- any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted and shall include references to any provisions of which they are re-enacting (whether with or without modification);
- a “day” (including within the phrase “Business Day”) shall mean a period of 24 hours running from midnight to midnight and references to a “month” shall mean a calendar month;
- dates which do not fall on a Business Day shall be construed as references to the immediately subsequent Business Day.
- any other document referred to in these Terms and Conditions is a reference to that other document as amended, varied, novated or supplemented or replaced (other than in breach of the provisions of these Terms and Conditions) from time to time; and
- any party include its successors and permitted assigns.

Headings and titles are for convenience only and do not affect the interpretation or construction of these Terms and Conditions

In these Terms and Conditions, we may use examples to illustrate or explain something covered by a clause however the clause and the meaning thereof is not limited to those examples.

III. INVESTMENT ADVISORY PROCESS

(a) Basis of Advice

Advice will be provided to You on a face to face basis only. When providing advice on transactions in Investment Products the Bank will assess whether the Investment Product involved is suitable for You. This assessment will rely on and be based on the information that You have provided to us in relation to Your investment knowledge and experience, Your financial objectives, Your personal and financial circumstances, Your attitude regarding risk and return, the income and return that You eventually require from Your investments and the relevant characteristics of the product.

KBCI provides investment advice on a non-independent basis. KBCI is the distributor and facility agent for KBC Asset Management investment products in Ireland. All Investment Products offered by KBCI are issued and provided by KBC Asset Management Group.

It is Your responsibility to provide the Bank with sufficient information to ensure that the Bank can recommend Investment Products that are suitable for you. If Your financial objectives, Your personal and financial circumstances or Your attitude regarding risk and return changes, it is Your responsibility to provide the Bank with up to date information so as to enable the Bank to assess whether a particular Investment Product is suitable for You or not.

The Bank will continue to advise You in accordance with the information provided by You until such time as you advise the Bank that the information should be amended.

(b) Eligible Clients

The Bank will only enter into an investment advice relationship with natural persons over the age of 18 who are not US Persons or Belgian residents. For this purpose a US person is a citizen or a resident of the US, a partnership or corporation created or organised

in the US or under the laws of the US or of any US State, and any estate or trust as defined by the US Internal Revenue Code. Any person holding a US passport regardless of country of residence is considered a US person.

Additional eligibility criteria can be linked to specific Investment Products. These criteria are set out in the terms and conditions applying to the individual Investment Products and You must consider these specific terms before deciding to invest in a particular Investment Product. To the extent that there is any conflict between these Terms and Conditions and the terms and conditions applying to individual Investment Products, the terms and conditions of the individual Investment Products will prevail. For more information, please consult the website www.kbc.ie or contact Your Investment Specialist.

The Bank reserves the right not to provide, for whatever reason, Advisory Services to a client. The Bank shall not be required to provide You with an explanation as to the reason why it did not provide Advisory Services.

(c) Client Categorisation

MIFID requires the Bank to classify you as a 'Retail' or 'Professional' client (as defined by MIFID). All customers availing of Investment Products are categorised under MIFID as retail clients by the Bank. This affords You the highest level of protection. You may wish to opt for a lower level of protection as a 'Professional' client. Retail clients making such requests must meet certain criteria. Please refer to the relevant information on this matter on the Bank's website (www.kbc.ie).

(d) Communication

Subject to applicable law, we may contact you by post, phone, text message, fax, email, online or in person.

All correspondence will be sent to the address last indicated in writing by you or failing that your place of residence. This address may be changed on your written instruction. We shall not be liable for any loss, damage or expense sustained if you fail to notify us of a change of address.

In line with our MIFID obligations, telephone calls may be recorded to confirm instructions given, for staff training purposes, and under our quality assurance procedures. You hereby consent and agree, pursuant to the Electronic Commerce Act 2000, to any such recording or transcript thereof being used in evidence in any litigation, arbitration, or other dispute proceedings. In addition you agree that we may communicate with you electronically in relation to the Services and shall not object to any electronic records being relied upon by us, including in any litigation, proceedings or other dispute proceedings' purely because they are in electronic form and may not be the best evidence available as to the matters to which they relate.

Your Information may be processed, recorded and retained by us in electronic form. You agree, pursuant to the Electronic Commerce Act 2000, that KBC may communicate with you electronically in relation to your Account(s), and that it may rely on such electronic communications, records, originals and documents in any dealing with you. You shall not object to any electronic records being relied upon by us, including in any litigation, proceedings or other dispute proceedings' purely because they are in electronic form and may not be the best evidence available as to the matters to which they relate.

We may also monitor and record telephone calls made to and from us for fraud and crime prevention, to assist in improving customer services, to evidence instructions or to prevent or resolve disputes. You hereby consent and agree, pursuant to the Electronic Commerce Act 2000, to any such recording or transcript thereof being used in evidence in any litigation, arbitration, or other dispute proceedings.

In line with our MIFID obligations, we shall accept as legally binding and act upon instructions communicated or transmitted to us by you or on your behalf by telephone, facsimile, electronic mail or any other electronic communications network or system operated by the KBCI ('electronic communications') as well as those delivered by hand, post or courier. We shall not be required to inquire further into the authenticity and genuineness of the person purporting to communicate the instructions and shall be entitled to presume that the person we are dealing with is who they purport to be (subject to KBCI acting reasonably and in good faith) and that they are duly authorised to give such instructions. We may however at our absolute discretion seek such further authentication and/or confirmation in relation to the instructions as we determine to be necessary in the circumstances which may include requiring such instructions to be furnished in writing duly signed by authorised signatories.

We shall not be liable, responsible or accountable for any consequence arising due to any misinterpretation of, non-receipt or delay in receipt of, the non-transmission or loss in transmission of, or the illegibility of, the electronic communication containing the instruction.

In consideration of us accepting instructions by way of electronic communication, you hereby undertake to indemnify us and keep us indemnified against all losses, claims, proceedings, actions, damages, costs, fees and expenses of whatever nature, howsoever incurred or sustained by us arising out of or in connection with such instructions so long as we have acted reasonably and in good faith.

All correspondence with us should be in writing, and sent via post, email to the address set out in clause I above.

These Terms and Conditions and all information which we supply to you and all other communications with you (either pre or post formation of an agreement with you) will be in English.

(e) Suitability Assessment

The suitability assessment consists of four main parts. Together these allow us to assess whether an Investment Product is suitable for Your needs. KBCI must obtain from You sufficient information to ensure that KBCI can recommend Investment Products that are suitable for you. If you fail to provide sufficient information to enable us to assess the suitability of our Investment Products we will not be in a position to offer Advisory Services to You.

1. Financial Situation

We will require information on the source and extent of Your income, Your assets and their liquidity, Your investments and real property owned by You and details of your regular financial commitments and Your ability to bear losses.

2. Attitude to Risk

In order to offer You Advisory Services, You must complete a Risk Profile Questionnaire in conjunction with a KBCI Investment Specialist to ascertain Your Risk Profile that KBCI will use during all succeeding advisory sessions and actions. KBCI will perform this step when providing Advisory Services for the first time and will request You to re-confirm the information provided whenever subsequent Investment Advisory sessions take place to ensure that the investment advices provided by KBCI are always in line with Your actual Risk Profile.

The Risk Profile Questionnaire sets out your investment requirements and your attitude to risk. The Risk Profile Questionnaire outlines the information on which we will base our investment advice to You. You will be required to sign the Risk Profile Questionnaire and a copy of this and the list of suitable Investment Products will be given to you for your own records.

For more information on reviewing your Risk Profile, please consult the website www.kbc.ie or contact Your Investment Specialist.

In the event that any of the information in your Investor Risk Profile Questionnaire which determines your risk profile has changed i.e. change in personal circumstances, You should advise your relevant Investment Specialist as soon as possible.

YOU ARE RESPONSIBLE FOR ENSURING THE RISK PROFILE QUESTIONNAIRE IS ACCURATE AT ALL TIMES AND REFLECTS YOUR CURRENT FINANCIAL SITUATION, NEEDS AND ATTITUDE TO RISK.

THE RISK PROFILE QUESTIONNAIRE MUST BE COMPLETED ACCURATELY. IF YOU DO NOT ADVISE US OF ANY CHANGES TO THE INFORMATION CONTAINED IN YOUR RISK PROFILE QUESTIONNAIRE OR YOU DO NOT PROVIDE US WITH FULL AND ACCURATE INFORMATION, WE CANNOT DETERMINE IF THE RELEVANT INVESTMENT PRODUCT(S) ARE SUITABLE FOR YOU AND THE BANK SHALL HAVE NO LIABILITY TO YOU IF ANY OF OUR INVESTMENT ADVICE IS SUBSEQUENTLY FOUND TO BE UNSUITABLE FOR YOU.

3. Knowledge and Experience

We are required to assess your knowledge and experience in relation to investments. To the extent appropriate having regard to the nature of the Investment Product(s) we will therefore ask You about the types of investment products with which you are familiar, the volume and frequency of your investments and how long you have been investing for. It may also be necessary to get details of your level of education and your profession or former profession.

4. Investment Objectives

Our assessment then takes into account Your specific requirements regarding the length of time You wish to hold the investment, capital protection, income generation, liquidity and cash availability and Your preferred investment type (i.e.: lump sum or recurring investment). KBCI will request this information to enable it to provide investment advice in relation to different Investment Product(s), since different Investment Products may serve different investment objectives and needs. Failure to provide such information will mean that KBCI cannot determine if the relevant Investment Product is suitable for You.

(f) Investment Proposal

Based on the information You provided the Investment Proposal lists the Investment Products that are suitable for You based on the information You provided to KBCI during Suitability Assessment above. Your Investment specialist will discuss these Investment Products with You and furnish You with all relevant Product Information in relation to particular Investment Funds. Your Investment Specialist will also provide you with detailed information on the outcome of the Suitability Assessment for these Investment Products.

Having considered the Investment Proposal You can instruct the execution of one or more transactions in Investment Products.

In addition, You can also opt not to follow the investment advice provided by the Bank to You and to instruct us to execute on Your behalf a Buy Transaction for an Investment Fund(s) that the Bank considers not to be suitable for You PROVIDED THAT You give Your explicit consent to do so. This is called placing an order Against Advice. We will not provide you with details of products that are unsuitable. Please contact Your Investment Specialist for more information on these principles.

If You instruct the Bank to execute a transaction in Investment Product(s) on Your behalf, these Terms and Conditions should be read in conjunction with the KBCI Investment Funds Terms and Conditions and You will be deemed to have consented to the KBCI Investment Funds Terms and Conditions when You give an order to the Bank to execute a transaction in Investment Product(s) on Your behalf.

For more details regarding the Investment Advisory Process and the Suitability Assessment principles, please visit www.kbc.ie

(g) Fees and Charges

Entering into an investment advice relationship with KBCI is free of charge. For fees and charges for specific Investment Products we refer You to our Investment Funds Fees and Charges sheet (MIFID Fees and Charges Sheet) available on our website www.kbc.ie, ie, or from Your Investment Specialist.

(h) Investment Performance

The Bank will provide You with investment advice in relation to the purchase of particular Investment Funds only and You accept that the Bank will not monitor Your Investment Fund(s) on an ongoing basis. You are responsible for monitoring the performance of Your Investment Fund(s) and the risks associated with Your Investment Fund(s).

You acknowledge that the Bank is not responsible for and gives no warranty in relation to the performance or success of Your Investment Fund(s).

**WE PROVIDE YOU WITH INVESTMENT ADVICE IN GOOD FAITH RELYING ON THE INFORMATION THAT IS MADE AVAILABLE BY YOU TO US AT THE TIME OF COMPLETING THE RISK PROFILE QUESTIONNAIRE WITH YOU.
PLEASE NOTE THAT THE VALUE OF INVESTMENTS MAY FALL AS WELL AS RISE.
PAST PERFORMANCE MAY NOT BE A RELIABLE GUIDE TO FUTURE PERFORMANCE.
PLEASE NOTE THAT YOUR CAPITAL MAY BE AT RISK AND THAT YOU MAY NOT RECEIVE BACK THE AMOUNT OF YOUR ORIGINAL INVESTMENT.**

IV. EXECUTION ONLY

Please note that investment advice will only be provided to You by the Bank when You are considering whether to invest in an Investment Fund(s). If You wish to sell an interest in an Investment Fund, this transaction will be executed by you without advice provided by the Bank. This is called placing an order under Execution Only.

You will be solely responsible for all investment decisions in relation to such transaction(s) and therefore KBCI will have no liability or obligation to You in relation to such transaction(s).

IN RELATION TO EXECUTION ONLY TRANSACTIONS, YOU WILL BE SOLELY RESPONSIBLE FOR ALL INVESTMENT DECISIONS IN RELATION TO SUCH TRANSACTION(S) AND THE BANK WILL NOT PROVIDE ANY INVESTMENT ADVICE OR ASSESS ITS SUITABILITY FOR YOU AND WILL HAVE NO LIABILITY OR OBLIGATION TO YOU IN RELATION TO THE TRANSACTION.

V. PRODUCTS COVERED BY THE INVESTMENT ADVISORY PROCESS

(a) Product Groups Covered

The Bank only provides investment advisory services for KBCI Investment Funds which are Collective Investment schemes managed by KBC Asset Management Belgium. This type of Investment Product gives You the opportunity to grow Your capital by investing in a highly diversified group of financial assets in line with Your risk return expectations.

More information on the KBCI suite of Investment Products can be found on the website www.kbc.ie or can be requested directly from your Investment Specialist.

(b) Investment Fund Terms and Conditions

THESE INVESTMENT ADVISORY TERMS & CONDITIONS ONLY COVER THE INVESTMENT ADVICE PROCESS. THE INDIVIDUAL INVESTMENT PRODUCTS ARE COVERED BY THE TERMS & CONDITIONS SET OUT IN THE INVESTMENT FUNDS TERMS AND CONDITIONS A COPY OF WHICH ARE AVAILABLE FROM YOUR INVESTMENT SPECIALIST.

These Terms and conditions cover the provision of Advisory Services. If you wish to proceed to with investing in an Investment Product, you will be provided with a copy of the KBC Bank Ireland Investment Fund Terms and Conditions which are in addition to and not in substitution of these Investment Advisory Terms and Conditions.

The KBC Bank Ireland Investment Fund Terms and Conditions cover, inter alia, the following topics:

Product information

All Product Information is also available on the website www.kbc.ie or can be requested from your Investment Specialist. For updates, please refer to our website.

Execution of investment transactions

The principles for execution of investment transactions depend on the type of Investment Product. Please refer to the KBC Bank Ireland Investment Fund Terms and Conditions for more information on this topic.

Reporting on Your transactions and holdings

The principles for reporting on Investment Transactions and holdings depend on the type of Investment Product. Please refer to the Investment Fund Terms and Conditions and the Structured Deposit Terms and Conditions for more information on this topic including the nature, frequency and timings of the reports.

Conflicts of Interest

The investment Funds Terms and Conditions set out summary details of our Conflict of Interest Policy. A copy of our Conflict of Interest policy is available on our website or from your Investment Specialist.

Managing of client assets

Where we hold client assets the investment Funds Terms and Conditions set out a summary description of the steps we take to ensure their protection including summary details of any relevant investor compensation or deposit guarantee scheme which applies. Please refer to the Investment Fund Terms and Conditions for further details.

Inducements

The investment Funds Terms and Conditions set out summary details of our Inducement Policy. A copy of our Inducements Policy is available on our website or from your Investment Specialist.

VI. INVESTMENT ADVISORY REFERENCE NUMBER

(a) Unique Placeholder for Investment Advices

When entering into an investment advice relationship with the Bank, You will be provided with a unique investment advisory reference number. This reference number acts as a reference to a unique depository in which all investment advice, that KBCI will provide to You will be stored. The investment advisory reference number plays a key role in the investment advisory process. A client can be linked to a single investment advisory reference number and/or can be linked to a joint investment advisory reference number. As such, an investment advisory reference number acts as a unique investment reference having its own risk profile that determines the suitability of products for the relevant client(s).

(b) Single advisory references

In case of a single Investment Advisory Reference, only one person will be linked to this single reference number. A Risk Profile (as described above) will be created for this single reference number when You complete the Risk Profile Questionnaire in conjunction with Your Investment Specialist. These Terms and Conditions apply to the one person linked to the single investment account reference number, who gives his/her consent by signing the application form for Investment Advisory Services. All further actions required in the context of the Investment Advisory process will have to be confirmed and signed by this person.

(c) Joint Advisory references

In case of a joint Investment Advisory Reference number, two persons will be linked to this joint reference. A Risk Profile will be created for this joint reference when both clients complete the Risk Profile Questionnaire in conjunction with the KBCI Investment Specialist. A joint Risk Profile will then be created which will be linked to a joint investment advisory reference number. These Terms and Conditions apply to both clients linked to the joint investment account reference number, who must both give their consent by

signing the Application Form for Investment Advisory Services. All further actions required in the context of the joint Investment Advisory process will have to be confirmed and signed by both parties. One party will be appointed as the Primary contact for the joint reference, the other one will be appointed as Secondary contact. Correspondence and notices, including statements, in relation to the Joint Investment Advisory Reference Number will be sent or served by the Bank to the address of the Primary contact unless both the Primary Contact and the Secondary Contact direct otherwise in writing. Any such correspondence and/or notices so sent or served will be deemed to have been received or served upon both of the persons linked to the Joint Reference Advisory Reference Number.

In the case of a Joint Advisory Reference Number, then the obligations of both parties to the Joint Advisory Reference Number to the Bank under these Terms and Conditions will be joint and several. If You wish to place any limitations on the operation of the Joint Advisory Reference Number, you must advise us in writing of such limitations.

On the death of any of the parties to the Joint Advisory Reference Number, any Investment Funds held in respect of the Joint Advisory Reference Number will be paid to the order of the surviving party to the Joint Advisory Reference Number, without prejudice to KBC's right of set-off or any other of our rights acquired by operation of law.

(d) Data Protection

The Data Protection Documents set out in detail how we may use your personal information and our obligations under Data Protection Law. We keep the Data Protection Documents under regular review and any amendments and/ or updates we make will be reflected in the relevant Data Protection Document accessible online at www.KBC.ie. Hard copies of the Data Protection Notice can also be obtained from any of our Hubs or on request from KBC Customer Service Representatives by phone or by email.

Customer Information Notice: Under Irish Tax Legislation (Section 891E, Section 891F and Section 891G of the Taxes Consolidation Act 1997 refers), financial institutions including KBC are obliged to collect information on customer's tax arrangements. If you/the Account Holder and in certain circumstances the Controlling Persons has a tax residency outside of the Republic of Ireland or are a U.S. person, we are required to report (where relevant) the following details in respect of all accounts that you hold with us, and where relevant your Controlling Persons, to the Irish Revenue: name, address, date of birth, place of birth, account number, U.S. citizenship and/or jurisdiction(s) of tax residence, Tax Identification Number (TIN), account balance or value at year end, and payments made with respect to the account during the calendar year. Irish Revenue will report this data to the tax authorities of each participating country where the Account Holder and/or Controlling Person is tax resident, or to the IRS in the case of U.S. tax residents and certain U.S. persons. If due to a change in circumstances, the CRS and FATCA self-certification that was provided to us becomes inaccurate, please advise us promptly. You can find more information on <http://www.revenue.ie/en/companies-and-charities/international-tax/aeoi/what-is-aeoi.aspx>

(e) Termination of Investment relationship

In case You or the Bank want to terminate the investment advisory relationship, You or the Bank must do so in writing. In case of a Joint Investment Advisory Relationship both persons involved will have to confirm their intention. When Your investment advisory relationship with the Bank has ended, the Bank will no longer provide You with Advisory Services in relation to transactions in Investment Products.

This means that You will no longer be able to place orders for Buy transactions in KBC Investment Funds. You will only be able to place Sell orders related to Your holdings in KBC Investment Funds.

(f) Succession, Death, Dispute, Incapacity

In the event of death or incapacity of a person linked to an Investment Advisory Reference number, upon receipt of written notification (which in the case of death this notification must be in the form of a certified copy of a death certificate), the Bank will immediately suspend the Investment Advisory Process for the Investment Advisory Reference number involved.

- In the case of death, the Bank shall not accept any further instructions or take any further action on the Investment Advisory Reference number involved until such time as the appointed representative has been established by providing the Bank with a certified copy of the grant of probate or letters of administration.
- In the case of incapacity, the Bank shall not accept any further instructions until such time as it is satisfied that You are no longer suffering under such incapacity or until it has received written notice that a representative has been validly appointed on Your behalf to manage Your affairs.
- The Bank will not be liable for any losses arising from whatever cause (including negligence on its behalf) between the time of Your death and the date of probate (or letters of administration) being granted or between the date of Your incapacity and the date of Your recovery or the appointment of a person to manage Your affairs.

If the Bank becomes aware of any dispute or disagreement between clients in a Joint Advisory Reference, the Bank may suspend the provision of Advisory Services to such clients with or without notice to them. No transactions will be permitted in respect of the Joint Advisory Reference until such time as the Bank is satisfied that the dispute has been resolved. The Bank shall not be liable

for any losses, costs, fees or expenses that may arise as a result of the account being suspended and You shall keep the Bank fully indemnified against any costs, fees or expenses incurred by the Bank in connection with the suspension of the Joint Advisory Reference.

VII. GENERAL PROVISIONS

1. QUESTIONS AND COMPLAINTS

If You have any questions, problems or complaints regarding Investment Advisory services offered by the Bank, please call into Your local KBC Hub or directly to Your Investment Specialist.

We aim to provide a friendly and efficient service to our customers and it is our policy to ensure that all your concerns are dealt with fairly and promptly. If you have any complaints in relation to the services provided by us you should outline the nature of your complaint to us by telephone or in writing. The complaint will be fully investigated by us and a full response will be provided to you. While our investigation of any complaint is ongoing we will provide you with a regular written update.

In the event You are dissatisfied with the outcome of Your complaint, You are entitled to refer the matter to:

The Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.
Email: enquiries@financialombudsman.ie, Lo-Call Number: 1890 882090 or by writing to the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

A copy of the Bank's complaints handling procedure is available on request from Your Investment Specialist.

2. AMENDMENTS TO TERMS & CONDITIONS

KBCI reserves the right to amend these Terms and Conditions where it, at its absolute discretion, deems it necessary and appropriate or where there is a material legal, tax or regulatory change affecting these Terms and Conditions. Any such changes will be consistent with the Bank's obligation to act honestly, fairly and professionally in Your best interests. The Bank will notify You of any changes which may adversely affect You at least 30 days in advance of such changes taking effect by posting a notice on our website www.kbc.ie. Changes which will not adversely affect You may be effected immediately.

BY AGREEING TO THESE TERMS YOU CONSENT TO THE BANK IMPLEMENTING CHANGES TO THESE TERMS AND CONDITIONS BY POSTING A NOTICE ON OUR WEBSITE WWW.KBC.IE.

3. AMENDMENTS OF PERSONAL INFORMATION

It is your responsibility to notify us if you amend your personal details or information which you have provided to us.

4. SEVERABILITY

Each of the clauses, sections and sub-sections of the Terms and Conditions is severable and distinct from the others. If at any time such clause, section or sub-section is or becomes invalid, illegal or unenforceable, this will not affect the validity, enforceability and legality of any other clause, section or sub-section of these Terms and Conditions.

5. GOVERNING LAW AND JURISDICTION

The laws of Ireland apply as the basis for establishing relations with you prior to entering into any agreement with you.

You agree that the our relationship with You, the Investment Advisory Reference and these Terms and Conditions (including any amendments made thereto) shall be governed by and construed in accordance with the laws of Ireland and that the courts of Ireland shall have exclusive jurisdiction to resolve any disputes arising out of or in connection therewith.

6. FORCE MAJEURE

We will not be in breach of our obligations under these Terms and Conditions nor liable to You if we are prevented from or there is a delay in providing any service to You or performing any of our obligations hereunder where such failure or delay arises because of any act of God, fire, act of government or state, war, terrorism, civil commotion, insurrection, embargo, failure of computer or communication system, prevention from or hindrance in obtaining energy or other supplies, labour disputes of whatever nature, late or mistaken payment by an agent or any acts or omissions of our agents or third parties or any other reason beyond our control.

7. STATUTORY RIGHTS

If there is any conflict between these Terms and Conditions and your statutory rights your statutory rights will prevail.

These Terms and Conditions will not affect any legal liability or duty of care which we owe to you by law, any other duty we have to act with skill, care and diligence in connection with the provision of this financial service to you or any liability we owe to you for failure to exercise the degree of skill, care and diligence that may reasonably be expected of us in the provision of this financial service.

If we default in our obligations hereunder you may exercise such legal rights as may be available to you whether arising in contract or as a matter of law.

8. LIABILITY AND INDEMNITY

Subject to sub clause 7 above, but to the fullest extent permissible by law we will not be liable for any direct, indirect or consequential loss or damage suffered by You resulting from or in connection with the performance by us of our obligations under these Terms and Conditions, the provision, operation and management of the Advisory Services or the carrying out of transactions or instructions received in respect of the Advisory Services unless such loss, damage or liability is caused by our fraud, wilful default or gross negligence.

You hereby agree to indemnify us in full against any loss, damage or expense which we may incur as a result of any breach by you of these Terms and Conditions.

We shall not be liable or responsible for loss, damage or expense You may incur arising from or in connection with our reasonable delay in dealing with your transaction or carrying out your instructions or any change in market conditions.

You hereby acknowledge that the maximum liability of KBCI for any and all claims in aggregate shall in any circumstances not exceed the amount of Euro 25,000 (twenty five thousand Euro).

9. SET OFF

The Bank shall at all times have a general lien on all Your Investment Products Funds enabling them to retain such Investment Products as security for the payment of all amounts due from You to the Bank.

You hereby agree that the Bank may at any time, without notice, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any then existing accounts, including accounts held with, or in the name of the Bank (whether current, deposit, loan or of any other nature whatsoever whether subject to notice or not and whether in EURO or in another currency) of Yours, alone or jointly with others, wheresoever situate and/or any other liability of the Bank to You and set off or transfer any sum standing to the credit of any one or more of such accounts or owing by the Bank to You in or towards satisfaction of any of Your obligations or liabilities to the Bank, whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint.

Where such a combination, set off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the then prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing the currency in which the monies, obligations or liabilities were due, owing or incurred, with the existing currency.

In the event of any failure by You to make any payment due by You to the Bank under these Terms and Conditions, You hereby irrevocably authorise the Bank as Your attorney to act on Your behalf and in Your name or otherwise to execute any document and to do any act or thing which the Bank may in its absolute discretion consider necessary or appropriate to give effect to your obligations under these Terms and Conditions and/or the KBCI Investment Funds Terms and Conditions.

You hereby further irrevocably authorise the Bank, if any amount due to the Bank from You has not been paid when due (or on demand, if so payable) at any time after demand made on You, to:-

- (i) Sell or otherwise realise all or any of Your Investment Products in such manner at such time or times and to such person or persons as the Bank in its absolute discretion thinks fit; and
- (ii) Apply the proceeds of sale in or towards the discharge of any liabilities You have to the Bank in such order and manner as the Bank thinks fit; OR
- (iii) Appropriate all or part of Your Investment Products in or towards the discharge of all of Your obligations and liabilities to the Bank. For this purpose, You agree that the value of such Investment Products which have been so appropriated by the Bank shall be such value as the Bank thinks fit (having applied such commercially reasonable method of valuation as the Bank, in its absolute discretion, thinks fit).

The Bank shall use reasonable efforts to obtain the best price available in all the circumstances for any sales or realisation of such Investment Products.

10. WAIVER

No time or indulgence which we may extend to you nor any waiver by us of any condition of the Terms and Conditions shall affect our rights and powers thereunder or affect our ability to enforce that term or condition at any time in the future.

11. NOTICES

Letters to KBCI can be posted to or delivered by hand and should be addressed to KBC Bank Ireland plc., Sandwith Street, Dublin 2.

Any notices, demands or statements sent to you shall, if sent by prepaid ordinary post be deemed given to you 48 hours after it was sent to your last known address or if given by hand, when delivered and if given by facsimile, when transmission is completed and confirmation receipt is received.

Any notice required to be served by You in connection with the Services can be served by sending such notice by prepaid ordinary post to KBC Bank Ireland plc, Sandwith Street, Dublin 2, addressed to and shall be deemed given by you to us 48 hours after posting.

12. CONFIDENTIALITY

We observe a duty of confidentiality about your financial affairs. We shall be entitled and you hereby authorise us (without the need for any further consent from or notice to you) to provide any information concerning you to:-

- any (or to any proposed) assignee, transferee, mortgagee, chargee, novatee, grantee, other dispossesee or successor of KBCI and their respective officers, employees, agents and advisers;
- any credit reference agency;
- any other member of the KBC Group and their respective officers, employees, agents and advisers;
- any person with whom we have entered or propose to enter into contractual relations or who provides or proposes to provide services to us in connection with the Basic Current Account and their respective officers, employees, agents and advisers;
- (if there is more than one of you) the other(s) of you and their respective advisers, and
- to third parties (including without limitation law enforcement authorities) where KBCI is permitted, required or compelled to do so but only to the extent required by law or by the rules of any regulatory authority to which KBCI is subject to.

We may (without the need for any further consent from or notice to you) make such enquires about you as we from time to time consider appropriate.

Insofar as the information mentioned in this clause consists of personal data within the meaning of the DPA the authority contained in this clause shall be a consent for the purposes of that Act.

13. ENTIRE AGREEMENT

You acknowledge that the application is made on the basis of these Terms and Conditions and is subject to these Terms and Conditions together with the Confirmations, authorisations, acknowledgements, instructions, mandates and consents contained in your application and where applicable to the terms of the documentation set out in Clause 10, and that you have not relied on any representations or other information (whether oral or written) other than as set out herein to enter into this agreement.

KBC Bank Ireland plc. is registered in the Republic of Ireland. The registration number is 40537 and the registered office is Sandwith Street, Dublin 2.
KBC Bank Ireland plc is regulated by the Central Bank of Ireland.

THE BANK OF YOU