

KH CHANNELS TERMS

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These terms set out the basis upon which we, SG Kleinwort Hambros Bank Limited (trading as Kleinwort Hambros) give you access to our portfolio management portal, "Channels". It enables you to access certain accounts a Client holds with us (including accounts a Client holds jointly with one or more others) in your role as either: (a) a representative of an Intermediary; or (b) a representative of a Client.

These terms only apply to KH Channels. Our Terms of Business apply to the Client accounts you access and operate using KH Channels. The other agreement(s) between you and us apply to the relationship between the Intermediary or Client you represent (as applicable) and us.

Capitalised terms have the meanings listed in the "Definitions" section below.

By registering for KH Channels, you

- warrant you are authorised to enter into this contract for the Intermediary or Client you represent;
- agree to these terms regarding your use of KH Channels, which will bind the Intermediary or Client you represent; and
- confirm that you have read the disclosures in these terms and the relevant privacy policy.

Definitions

In these terms, we have used the following abbreviations:

Client means a person to whom we provide investment services. A Client may be introduced to us by the Intermediary you represent, or a Client may be the entity you represent.

KH Channels means our "Channels" service available at www.kleinworthambros.com and detailed under 'Our services' below.

Intermediary means the regulated financial intermediary which acts as investment adviser to, and agent for, a Client.

Losses or Loss means all losses, liabilities, damages, costs, expenses and taxes.

Security Credentials means any information or processes we use to authenticate a User's identity regarding KH Channels and to authenticate their instructions.

Terms of Business means Kleinwort Hambros' country-specific Banking and Investment Terms of Business applicable to the Client, as amended from time to time.

User means a representative of an Intermediary or of a Client with access to KH Channels.

Our Services

KH Channels enables you to view information about a Client's accounts, create ad hoc valuations, give us trading instructions and use other features we may make available from time to time.

Access to KH Channels

We give access to KH Channels to a person who has identified themselves to us by successfully providing their Security Credentials.

We grant access to KH Channels on an individual basis. This means each User needs to have their own Security Credentials.

To protect Users and Clients, we may, at any time and without providing any reasons, ask for additional verification of identity. Until we are satisfied as to a User's identity we may block access to KH Channels for that User.

Local Access Restrictions

KH Channels uses encryption techniques that may be illegal in jurisdictions outside the UK, Gibraltar, Guernsey and Jersey. If you wish to access KH Channels when you are outside these countries, you must ensure this is permitted by local law. We are not liable to you for any Losses suffered as a result of breaking

local law or not being able to use KH Channels outside the UK, Gibraltar, Guernsey and Jersey.

KH Channels is not available to US residents.

Blocking Access to KH Channels

A request from a User to block access to KH Channels must be made to your Private Banking Team.

We are entitled to block the access of a User to KH Channels at any time, without giving notice or any reasons:

- to protect a Client;
- until you have given us satisfactory evidence as to your identity;
- for required operational reasons, such as maintenance work; or
- if you have not used KH Channels for a long period.

Security

You must take reasonable care to keep a Client's accounts safe when using KH Channels. This includes taking the following security measures regarding the Security Credentials you use in connection with KH Channels:

- Not allowing anyone else (including any other User of your Intermediary or Client, as applicable) to know or use your Security Credentials.
- Memorising your Security Credentials and not recording any part of them in a way that can be recognised as Security Credentials.
- When setting or changing your Security Credentials, not choosing information that is easy to guess (e.g. your own or a family member's birth date, or any part of your telephone number).
- Locking your device when not using it, not allowing anyone else to use it, and logging out of or closing KH Channels when you have finished using it.
- Protecting your device with current anti-virus and firewall software.
- Accessing KH Channels only over a secure network, and not over public wi-fi.
- Complying with any other requirements we tell you about from time to time.

If we contact you by telephone, we will always check your identity before discussing your Client's accounts with you. If we contact you by any means of electronic communication (e.g. email, SMS) or by post, we will never ask you to provide your account details, Security Credentials or any other identification verification information.

You must tell us immediately if:

- you suspect or discover that someone else knows your Security Credentials or has accessed your Client's account;
- you change the device you use to access KH Channels, or if this device is lost or stolen; or
- you suspect or discover that your Client's account security has been compromised in any other way.

You can do this by contacting the Helpdesk, whose contact details are available in the user guide on the KH Channels login page at <https://fim.kleinworthambros.com/>.

You are responsible for maintaining the device used to access KH Channels, and for ensuring it is compatible with KH Channels.

We will take reasonable steps to ensure that KH Channels is free from viruses. Any device you use to access KH Channels must have adequate, up-to-date anti-virus software installed. We are not liable for any Losses arising from the infection of your device by a virus while using KH Channels, unless caused directly by our fraud, negligence or wilful default.

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Trading

If the ability to trade is available on KH Channels, your use of such functions is subject to either: (a) our Terms of Business if you represent a Client; or (b) the agreement we have in place with the Intermediary you represent.

You must not use email or any free-form message section of any electronic form to change instructions given via KH Channels.

Joint Accounts

If you hold an account jointly with one or more other account holders, this will operate in line with the account mandate. If required by the mandate, all account holders must tell us who may use KH Channels in connection with that account. If you do not have the necessary authority of all the joint account holders to use KH Channels in line with the account mandate, you will not be able to access or operate that account via KH Channels. KH Channels will not show any part of that account balance as belonging to you.

If authority has been granted (in line with the mandate) that a person may use KH Channels regarding that account, that person may:

- access and operate that account via KH Channels, even if any of the other joint account holders is not registered for KH Channels;
- give instructions through KH Channels regarding that account in line with the account mandate (for example, that no joint account holder acting on their own may issue an instruction); and
- carry out trades, with the necessary permissions, in line with the account mandate. We are not liable for any Losses arising from any delay, refusal or failure to carry out a trade that has not been properly authorised.

Information Available via KH Channels Information available via KH Channels about a Client's account may not reflect all transactions instructed, including transactions in progress. It will not reflect any costs and charges that would be due on a sale or purchase of an investment. The account balance may not reflect any overdraft that the Client has.

The value of assets in investment accounts is indicative only. It may not reflect the latest price of the relevant assets (for example if markets are closed, or there is a time delay), or the price at which an asset could be sold (for example if the mid-price between the "buy" and "sell" prices is used).

If an account or asset is denominated in a different currency to the valuation currency agreed with us, the account balance or asset value will be shown in the valuation currency. KH Channels uses an indicative exchange rate for this conversion, which may not reflect the actual exchange rate that could be achieved, and does not reflect any foreign exchange costs or charges that would be deducted.

If you are a User, the balance of the portfolio may be shown by KH Channels as belonging to you, even though you may not in fact be entitled to all or any part of that balance.

If a Client holds a portfolio jointly with one or more others, the Client may have an agreement with the other joint portfolio holder(s) about how the proceeds of the portfolio will be shared between them. If a User can access the portfolio via KH Channels, it will show the whole of that portfolio balance as belonging to the Client. It will not reflect any individual entitlements the Client may have agreed.

Availability and Changes

We aim to make KH Channels available from 9am to 5pm (London time) Mondays to Fridays (excluding English public holidays).

Our Helpdesk's contact details are available in the user guide on the KH Channels login page at <https://fim.kleinworthambros.com/>.

We may suspend KH Channels from time to time, for example to carry out maintenance. We will let you know in advance if we reasonably can. We will always try to restore the service as quickly as possible.

We may make changes to KH Channels from time to time, including to the way you access the service and its functionality.

Our Responsibility for Loss or Damage you suffer

The User bears the risks of:

- unauthorised access to their device by other persons;
- misuse of his/her Security Credentials;
- their own acts or failures to act;
- unauthorised access by other persons to data transmitted via the internet, and other technical or operational issues affecting the internet; and
- any other security or operational risk described above unless caused by our negligence, fraud or wilful default.

Whether you represent a Client or an Intermediary, the Client bears the risk of unauthorised access to KH Channels until a Client's request to block access takes effect.

We do not exclude or limit our liability to you if it would be unlawful to do so. This includes liability under the Financial Services and Markets Act 2000 (where applicable), for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, or for fraud or fraudulent misrepresentation. Subject to that, information available via KH Channels is for information purposes only, is current at the date of issue (or as so marked) only, may contain information from third parties that we and the third party cannot be liable to you for. It is supplied without any warranties, guarantees or representations as to accuracy or completeness.

Subject to that, we are not liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, for any loss whether direct or indirect arising under or in connection with these terms or the provision of KH Channels. This does not affect any limitation of liability in any agreement between the Intermediary or Client you represent (as applicable) and us.

Limitations to KH Channels. KH Channels is provided for general information purposes only. We make reasonable efforts to update the information provided by KH Channels, but we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

We are not responsible for events outside our control. If our provision of KH Channels is delayed by an event outside our control, we will contact you as soon as reasonably possible to let you know and take steps to minimise the effect of the delay. Provided we do this, we are not liable for delays caused by the event. But if there is a risk of substantial delay, you may contact us to end your use of KH Channels.

Availability of KH Channels. We will use reasonable efforts to minimise any time for which KH Channels is unavailable, but we assume no liability for any unavailability.

Access to the internet. We are not liable to you for any fees you may incur for connecting to the internet to use or access KH Channels.

Termination

KH Channels is an additional facility we may make available from time to time. We may terminate or suspend the provision of KH Channels to any User on notice at any time. We are not liable to you for any failure to provide KH Channels. Users may terminate their access to KH Channels at any time by written notice to us. A Client or Intermediary may terminate the access granted to a User by contacting your Private Banking Team.

Access to KH Channels will terminate automatically for all Users if: (a) the Terms of Business between us and the relevant Client are terminated; or (b) the agreement we have in place with the relevant Intermediary is terminated.

On termination of access to KH Channels, each User must cease to use any Security Credentials we have provided.

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Data protection and cookies

Our cookies policy for KH Channels is available at <https://www.kleinworthambros.com/en/tools/cookies-policy/>.

Our privacy notice for third parties at https://www.kleinworthambros.com/fileadmin/user_upload/kleinworthambros/pdf/KH318_Privacy_Notice_-_Third_Parties_30.09.2022.pdf explains how we use your personal information.

Additional Terms

There are specific terms and conditions regarding our banking and investments services, fiduciary services, use of our website and electronic communications. These terms are available at www.kleinworthambros.com/en/important-information/.

No Rights for Third Parties

These terms do not give rise to any right for any party except you or us to enforce any of these terms.

If a Court Finds Part of this Contract Illegal, the Rest Will Continue in Force

Each of the paragraphs of these terms operates separately. If a court or relevant authority decides that any of them is unlawful, the remaining paragraphs will remain in full force and effect.

Even if We Delay in Enforcing this Contract, We Can Still Enforce it Later

Even if we delay enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay taking steps against you regarding your breaking this contract, that will not mean you do not have to do those things. It will not prevent us taking steps against you at a later date.

Which Laws Apply to this Contract and Where You May Bring Legal Proceedings

These terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales. English is the official language for all communications between us, but we may also communicate with you in other languages. Unless stated otherwise, all electronic messages are subject to contract and cannot be used for service of legal proceedings.

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