

International

iInvest

Additional Terms

Barclays Bank PLC



April 2018

Important information for completing this form

This document together with the Barclays Bank Terms (“the Terms”) (and any other terms and conditions that we agree with you in writing concerning our iInvest Service, and any written confirmation on our charges, commissions or tariffs) form a written legal agreement (the “Agreement”) that seeks to define the basis on which we will provide iInvest.

The Agreement applies only to the iInvest service.

It is important that you read the documents setting out the Agreement carefully to ensure that they contain everything that you would want and do not contain anything you are not prepared to agree to. Please ensure you keep a copy of the Terms in a safe place.

Invest Additional Terms

These terms relate to the invest service. They supplement and amend the Barclays Bank Terms (“the Terms”). In the event of any inconsistency between the provisions of this agreement and the Terms, the provisions of this Agreement will take precedence as they relate to the invest service. The definitions in the Terms shall apply except insofar as they are supplemented or amended by this agreement.

If you require a copy of the Terms please visit Overseas.barclays.com/terms or request a copy from your usual contact.

1. Invest Service

- 1.1 The Invest Service is a UK Execution-Only Dealing Service which means neither we nor any other Wealth and Investment Management Company will be responsible for monitoring any Investments in your Account. All decisions on whether to purchase, hold or dispose of Investments are yours (whether or not you follow advice) and you will be responsible for the decisions that you make and for monitoring your Investments or seeking further Investment advice. If you also have an advisory relationship with us or another Wealth and Investment Management Company the terms on which advice is provided and the costs will be documented separately.
- 1.2 We will act as custodian to your assets and provide you with our Custody Services in accordance with this Agreement and the Terms. Where we hold money on your behalf, it will be held as Client Money, we will do so in accordance with the FCA’s Client Money Rules and the Approved Bank will hold the cash on behalf of Barclays Bank PLC in accounts separate to any account used to hold money belonging to Barclays Bank PLC in its own right in accordance with the Terms.
- 1.3 We will undertake Transactions and hold Units in Investments in accordance with the Terms and the Investment Documents relevant to the individual Investments in which you have transacted.
- 1.4 Subject to market disruption or other market risks, for example the suspension of trading on a relevant stock exchange, any valid instructions provided by you in relation to your Account will be dealt with during normal working hours on a Business Day, even though invest may be available outside of these hours. Subject to any necessary verification checks, your Investments will be purchased or sold by us, acting as agent, as soon as reasonably practicable. This will normally be no later than the next Business Day that follows our acceptance of your instruction.
- 1.5 An Investment will have a specific Dealing Day, which may be daily or less frequent. The Dealing Day will be detailed in the Investment Documents and Transactions received before the dealing point will normally be executed by the Investment’s manager/issuer on the Dealing Day on which the Transaction instruction is received from us. As a consequence, please note that while your orders will be submitted by us to the relevant product provider promptly, there may be a time lag between submission of your order and the execution of your instruction by the product provider at the relevant dealing point.
- 1.6 The price applied to the Transaction will be determined by the valuation policy of a Fund or parameters described by the Structured Investment Product issuer within the Investment Documents. Transactions executed on the Dealing Day will settle in accordance with the settlement timeframes quoted in the Investment Documents.
- 1.7 Correspondence relating to invest should be sent to Barclays invest, BNY Mellon House, Ingrave Road, Brentwood, Essex, CM15 8TG.

Investment Purchases and Cancellations

- 1.8 We may delegate all or any part of our functions and responsibilities relating to invest and/or the opening/operation of your Account to any person and, subject to confidentiality, data protection and any other statutory or regulatory requirements, we may provide information relating to you or your Account to any such person. We will take reasonable steps to satisfy ourselves that any such person to whom we delegate is competent to carry out the service.
- 1.9 We will offer the Investment where permitted to do so in accordance with the requirements of the jurisdiction in which the Investment is registered or permitted by local regulation to be offered to prospective investors. Some Investments will not be available in all jurisdictions due to local requirements and we will not make such Investments available to you in such instance. You should refer to the Investment documents for more information.
- 1.10 When placing an instruction to purchase an Investment, you must have cleared funds available in the Nominated Bank Account from which we will deduct your payment. If you do not have sufficient funds in your Nominated Bank Account, we will not be able to act on your instructions until such time that cleared funds become available.
- 1.11 We will notify you of an Investment’s minimum subscription amount prior to accepting your instruction. This amount may be amended from time to time.
- 1.12 Where you instruct us to purchase an Investment during its Offer Period and the Investment is subsequently not issued (for whatever reason), we shall notify you of this and return your monies in accordance with the terms of the Investment.
- 1.13 You will be sent a cancellation notice with the contract note issued on purchase of Investments. If, you wish to cancel the purchase Transaction, you can do so within 14 days from the date you receive the contract note. To cancel the purchase Transaction(s) you must complete and post the cancellation notice (or a signed letter quoting the deal reference(s)) and send this to Barclays invest, BNY Mellon House, Ingrave Road, Brentwood, Essex, CM15 8TG. Please note that we will accept a scanned copy of your completed cancellation notice, or your signed letter quoting the deal reference(s), in advance of receipt by us of the original cancellation notice (or signed letter) as confirmation of your wish to cancel the purchase Transaction. Any such cancellation notice (or signed letter) should be scanned and sent by email to kibcinvestments@barclays.com with the original cancellation notice (or signed letter) to follow by post and sent to the address specified above.
- 1.14 Any proceeds due to you from a cancellation (including any fees paid) shall be paid back to your Nominated Bank Account(s) from which monies were received.
- 1.15 Cancellation monies will be returned to you as follows and in accordance with Clause 4.13 below:
 - Funds**
 - (i) You may not, due to market risk and/or adverse currency fluctuations, receive back the full amount invested. Any loss in value to your Investment upon cancellation shall be assumed by you and you shall receive the value of the Units on the Dealing Day the Units are sold, which shall not exceed the subscription amount.
 - Structured Investment Products purchased during the Offer Period**
 - (ii) You may cancel your instruction to purchase the Structured Investment Product. The amount you receive back will depend upon when your cancellation notice is received. If your cancellation notice is received back within the Offer Period, any subscription paid shall be refunded in full. If your cancellation notice is received after the Investment Start Date you will bear the financial risk of liquidating in the secondary market and you may get back less than you originally invested.

- 1.16 We will return cancellation monies in the currency of your original payment. If the Investment is denominated in a different currency, we will be required to place a foreign exchange transaction before sending payment to your Nominated Bank Account. You may not get back the full amount you invested.

Investment Sales

- 1.17 Sale of an Investment prior to maturity may be subject to early redemption fees or charges and market fluctuation, which means you may receive back less than the sum invested. Details of any early redemption fees or charges can be found in the relevant Investment Documents. Sale proceeds will be remitted to your Nominated Bank Account no later than 1 Working Day following the settlement date of the relevant Investment.

Investment Switches

- 1.18 You may instruct us to sell Units you hold in one Investment and invest the proceeds directly into another Investment. If you instruct such a Transaction, there may be a delay between the realisation of the redemption proceeds from the Investment sold and the next opportunity to purchase a holding in the subsequent Investment. This may result in a timing difference between the execution of the corresponding sell and buy orders.
- 1.19 The minimum subscription levels described in Paragraph 4.8 will apply to the purchase side of a switch Transaction. We will notify you of an Investment's minimum subscription amount prior to accepting your instruction.

Maturity of Investments

- 1.20 If you hold an Investment with a fixed term (and that matures on a date defined within the Investment Documents), we will allocate the maturity proceeds to your Nominated Bank Account within 10 Working Days of receipt of such proceeds or reinvest such proceeds in accordance with any instructions you may give to us. In the event that we are not able to pay the maturity proceeds to your Nominated Bank Account, we will hold the proceeds on your behalf and in accordance with this Agreement until such time as we receive further instructions from you.
- 1.21 You will not earn any interest on cash balances held on your behalf after the Maturity Date.

2. Giving instructions

- 2.1 Dealing instructions should be provided to us on the relevant forms that are available from your usual contact and must be signed by you before we can carry out your instruction:
- Any instruction to purchase an Investment should be made on the Investment Instruction Form. Your first instruction of this kind must be attached to the Application;
 - Any instruction to switch an Investment should be made on the Switch Instruction Form;
 - Any instruction to sell an Investment should be made on the Redemption Instruction Form.
- 2.2 Instructions to sell an Investment may also be provided directly to the Invest Contact Centre in writing (by post or facsimile) or by telephone. We will act as custodian to your assets and provide you with our Custody Services in accordance with this Agreement and the Terms.
- 2.3 To enable us to process a Transaction instruction, you must provide the following information:

Purchase – The full Investment name, the total monetary amount (including the value of any fees) you wish to use to purchase Units and the settlement currency of your payment;
Sell – The full Investment name, the amount you wish to sell in either monetary, Units or percentage terms and the settlement currency;

Switch – The full name of the Investments you wish to sell and subsequently buy, the amount you wish to sell in either Units or percentage terms and the percentage of the sale proceeds that will be allocated to each Investment you are purchasing.

If you fail to provide clear instructions, we will not be able to proceed with the Transaction and we will need to contact you for further instructions. This may result in a delay to your instruction being executed. We will use our reasonable endeavours to contact you to procure prompt execution of your instruction, however, we will not be responsible for any delay in execution or non-execution of the Transaction, where you have failed or not responded to our communications to clarify your instruction.

- 2.4 Before acting or dealing on instructions provided, and any other non-dealing related instructions, we may require you to answer questions or confirm any password or passcode provided to you and/or provide additional documentation to verify your identity. For your protection, we reserve the right not to accept an instruction if you are unable to provide a satisfactory response to our request(s).
- 2.5 We may also refuse to accept an instruction for any of the following reasons:
- You owe us money from a previous Transaction;
 - An Investment is fully subscribed, or its subscription is closed/cancelled without notice;
 - We receive your instruction after the date on which an Investment's Offer Period ends or subscription closes;
 - The manager/issuer of the Investment, without reason (and we shall be under no obligation to query the reason) declines or refuses to accept your instruction;
 - Carrying out your instruction may result in a breach of applicable law or regulation;
 - Your instruction is not provided in accordance with the terms of the Agreement;
 - We have a reasonable suspicion that the person providing the instruction to us is not you and/or is not authorised on the Account; or
 - If it is not market practice to accept or execute such an instruction.
- 2.6 If you are in any doubt as to the tax consequences of the acquisition, holding or disposal of Investments, you should consult a professional tax adviser.

3. Dealing on your behalf and settlement

- 3.1 A summary of our execution arrangements, including information about the execution venues we use, is available in the Terms.
- 3.2 Where you purchase an Investment denominated in a currency which is different to the currency of your Nominated Bank Account, we will make the relevant currency exchange prior to transacting. Where you sell or receive income from an Investment denominated in a currency which is different to the currency of your Nominated Bank Account, we will make the relevant currency exchange prior to placing such sums into your Nominated Bank Account. The exchange rate used in such currency conversion will be quoted in your contract note or income statement.
- 3.3 We will not deduct tax from the proceeds of a sale Transaction, the sale element of a switch Transaction or a Structured Investment Product maturity prior to making a payment to you or re-investing the monies on your behalf. You have sole responsibility for management of your tax affairs, including making any applicable filings and payments and complying with any applicable laws and regulations in relation to taxation.

4. Title and registration of Investments

4.1 Where there is a corporate event or other matter that involves the exercise of rights (including but not limited to voting, conversion and subscription rights) that arise in relation to Investments held within your account, we will use our reasonable efforts to obtain your instruction. Where no instruction is provided or we have not been able to contact you, you agree to accept any default vote, conversion or subscription applied.

5. Income

5.1 Any income generated by the Investments held within your Account will be treated as follows:

Structured Investment Products

(i) Income will be paid to your Nominated Bank Account within 10 Business Days of the date we receive the income payment;

Funds

(ii) You may instruct us to either pay away income to your Nominated Bank Account or to reinvest income to purchase additional Units in the Investment from which the income was derived. Income payments and reinvestment Transactions will be processed within 1 Business Day of the date we receive the income from the Investment.

5.2 Your Statement and Valuation will contain information relating to any distribution of income to your Account from the Investment(s). You have sole responsibility for management of your tax affairs, including making any applicable filings and payments and complying with any applicable laws and regulations in relation to taxation.

5.3 We will not deduct tax from any income paid away to you or reinvested on your behalf.

6. Reporting

We will provide you with a Statement and Valuation of the Investments in your Account every six months as at 30 June and 31 December. This will show the value of your Investments and the Transactions undertaken over the relevant period.

7. Charges and fees

Initial Charges

7.1 We will make a charge for arranging the purchase of Investment(s) and you should refer to the relevant Investment Documents for further details. This charge is built into the price of a Structured Investment Product purchased in advance of the Investment Start Date. For all other Investments, we will deduct the charge from your subscription monies and use the remaining balance to purchase Units.

Switch Charges

7.2 You may switch from an Investment held within your Account to another Investment available to purchase via Barclays Wealth iInvest. A charge of 0.25% will normally be levied where you switch into a Fund. However, we reserve the right to charge the Fund's full initial charge at our discretion. Where you switch into a Structured Investment Product, the initial charge will be levied.

Exit Charges

7.3 We will not make any charge in respect of sale Transactions.

Other Charges and Fees

7.4 The Fund Manager of the relevant Fund will receive an annual management charge, which he may be entitled to deduct from the Fund. Additional fees, charges and expenses reasonably incurred by the Fund manager on behalf of the Fund may also be deducted from the Fund. Further details of these charges may be found in the Investment Documents.

7.5 Where a Fund Manager receives unusually large trading instructions which require trading of the underlying Fund portfolio, a levy may be charged to cover associated dealing costs (known as a dilution levy) or the Fund Manager may make an alteration to the Unit price. If a dilution levy is charged, we reserve the right to pass this on to you.

For details regarding Investment specific charges and fees please refer to the relevant Investment Documents.

8. Amendment

We reserve the right to add or withdraw the availability of specific Investments from Barclays iInvest. You can contact us from time to time to find out which specific Investments are available. In the event that the availability of an Investment is withdrawn then your existing holding in that Investment may still be held but you will not be able to purchase or top up Investments of that type.

9. Law, jurisdiction and language

9.1 The Agreement and our relationship with you will be governed by and construed in accordance with English law.

9.2 An Investment may be governed by the laws in which the Investment is domiciled or issued or registered and any such Investments will be governed by such laws without affecting this Clause 12.

Definitions

"Application" the Barclays iInvest application form, or any other form of application which we may accept from time to time for Barclays iInvest.

"Barclays iInvest" the services provided to you under the Agreement.

"Contact Centre" Barclays iInvest, BNY Mellon House, Ingrave Road, Brentwood, Essex, CM15 8TG.

If in the UK, please call 0844 892 1023.

If outside the UK, please call +44 (0)203 528 4038.

Fax + 44 (0)131 525 9900 for dealing.

"Dealing Day" any day on which the relevant Structured Investment Product is trading or Fund conducts a valuation.

"Fund" a collective Investment scheme (or sub-fund thereof) that we specify as available for Investment within your Account and which may be a regulated collective Investment scheme as defined by the FCA rules.

"Investment(s)" Units in Funds and Structured Investment Products and any other Investment products or services offered by us to you from time to time.

"Investment Documents"

(i) Funds - The prospectus and simplified prospectus of a Fund.

(ii) Structured Investment Products – The Structured Investment Product brochure and issue documents (its base prospectus and final terms)

"Investment Instruction Form" means the Barclays iInvest form (attached to the Application or available from your Barclays contact) you must complete and sign in order to instruct us on a Transaction.

“Investment Start Date” the Investment Start Date is defined in the individual “Structured Investment Product brochure”. This is likely to be the date on which the Structured Investment Product strikes or its interest period commences.

“Maturity Date” means the date upon which the Structured Investment Product matures.

“Monthly Savings Instruction Form” means the Barclays iInvest form (attached to the Application or available from your usual contact) you must complete and sign in order to instruct us in relation to Monthly Savings

“Offer Period” means the period in which you can invest into a Structured Investment Product in the primary market.

“Payment Date” means the date you have selected on the Monthly Savings Instruction Form.

“Redemption Instruction Form” means the Barclays iInvest form (available from your usual contact) you can use to instruct us to redeem an Investment.

“Structured Investment Product” has the same meaning given to it in the Terms.

“Switch Instruction Form” means the Barclays iInvest form (available from your usual contact) you can use to instruct us to switch an Investment.

“Transaction(s)” a subscription, purchase, transfer, sale or redemption of Investments.

“Units” units or shares of an Investment Fund or Structured Investment Product including any fractions or decimals of units or Structured Investment Product including any fractions or decimals of units or shares.

“Working Day” any day on which Barclays, London is open for business and shall not include weekends and bank holidays in England.

We are pleased to help our clients in any way possible. If you require documents in Braille, large print or audio, please contact us.

Barclays offers private and overseas banking, credit and investment solutions to its clients through Barclays Bank PLC and its subsidiary companies.

Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702) and is a member of the London Stock Exchange and NEX. Registered in England. Registered No. 1026167. Registered Office: 1 Churchill Place, London E14 5HP.

[A copy of the Barclays Private Bank Terms can be accessed at \[overseas.barclays.com/terms\]\(https://overseas.barclays.com/terms\)](https://overseas.barclays.com/terms)

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