
BARCLAYS WEALTH ADVISORY

Terms and Conditions for Trust, Fiduciary,
Fund Administration and Corporate Services

Terms and Conditions

Applicability of these Terms and Conditions

- (a) These Terms and Conditions as amended by Barclays Wealth from time to time, shall apply, subject to applicable law, in all cases where Barclays Wealth acts outside the U.S.A. as personal representative, trustee, attorney, manager, administrator, operator, agent, director or other officer, signatory or shareholder, fiduciary, partner, registered office service provider or otherwise in relation to any Arrangement whether or not expressly incorporated in the Governing Instrument or any Agreement.
- (b) In relation to some of the Services, supplemental terms and conditions (as amended from time to time) shall apply subject to applicable law, and those Clients affected by such supplemental terms and conditions will be given notice of them. In the event of any conflict between the terms of the supplemental terms and conditions and these Terms and Conditions, the terms of the supplemental terms and conditions shall prevail.
- (c) These Terms and Conditions are effective from 1 January 2010.
- (d) Except where clause 71 of these Terms and Conditions applies, any amended version of these Terms and Conditions, the Schedule of Fees and any supplemental terms and conditions, will be effective (and the Client, where applicable, shall be bound by any changes in the relevant amended versions) when published in accordance with clause 2.

Publication of these Terms and Conditions

- These Terms and Conditions, the Schedule of Fees and any supplemental terms and conditions will be 'published' on the date which Barclays Wealth has formally determined that these shall take effect, provided that, by such date, these documents are produced in printed form and are available from the appropriate office of Barclays Wealth or through the Barclays Wealth website.

Conflict with Governing Instrument

- These Terms and Conditions should be read and will take effect in conjunction with the Governing Instrument and any relevant Agreement. In the event of any conflict between the terms of either the Governing Instrument or any relevant Agreement and these Terms and Conditions, the terms of the Governing Instrument or relevant Agreement shall prevail.

Definitions and interpretation

- 'Agreement' means any agreement in writing entered into between Barclays Wealth and the Client and/or the Arrangement relating to the Services.

'Appointee' means all Persons provided by Barclays Wealth to act as a director or other officer, trustee, manager, signatory or shareholder of any Arrangement.

'Arrangement' means any Estate, trust, power of attorney, fund, agency, Company, association, foundation, partnership or other entity.

'Associated Person' means in relation to an individual who is a minor, a parent or guardian and in relation to a Company, a Company which is a subsidiary, parent or affiliate of such Company.

'Authorised Person' means the Client and any other Person (including Barclays Wealth or any member of the Barclays Group) who is entitled to give Barclays Wealth Communications in respect of any Arrangement or Services.

'Barclays Group' means the Barclays Wealth Companies set out in the Appendix and any Associated Person of any such Companies.

'Barclays Wealth' means, as applicable, any one or more of the companies set out in the Appendix, which together operate within the wealth management division of the Barclays Group.

'Client' means, as appropriate, any one or more of the Persons engaging the Services and, in the case of an individual, includes that individual's heirs, personal representatives and assigns and, in the case of a Company, includes its successors and assigns.

'Client Information' means all present and future information or documents concerning an Arrangement and/or concerning any Client or Person who is or may be in any way interested under an Arrangement or who has benefited from it or who is referred to in the relevant Governing Instrument or any associated document or who has directly or indirectly contributed assets to an Arrangement.

'Communications' means directions, instructions, advice, requests or recommendations that an Authorised Person is entitled to give to Barclays Wealth in respect of any Arrangement or Services.

'Company' means a body corporate or any other legal Person whether or not it is a body of persons.

'Designated Investment Manager' means any investment manager validly designated by the Client in the Governing Instrument.

'Employee' means any director, officer, consultant or employee of any Company within the Barclays Group.

'Estate' where Barclays Wealth is acting as a personal representative or under a power of attorney includes but is not limited to, all property to which the power relates.

'Governing Instrument' means the applicable trust instrument, Company documentation, foundation management or partnership agreement, will, power of attorney, fund offering memorandum, fund administration agreement or any other document under which Barclays Wealth acts in relation to an Arrangement.

'Person' means any natural or legal person.

'Schedule of Fees' means the relevant schedule of charges as amended from time to time by Barclays Wealth in respect of its charges for the Services.

'Services' means, as appropriate, all or any of the services carried out or performed for or on behalf of, or in connection with (whether before or after its establishment), any Arrangement by Barclays Wealth or any Appointees or Employees (including, without limitation, the provision of trustees, directors and shareholders and the administration of such Arrangement as may, from time to time, be more particularly set forth in writing between the relevant parties).

In these Terms and Conditions unless the context requires otherwise:

- words importing the singular shall include the plural and vice versa;
- the masculine gender shall include the feminine and the neuter and vice versa in each case;
- headings and titles are for convenience only and do not affect the interpretation of these Terms and Conditions; and
- a reference to any statute, statutory provision or regulation will be construed as a reference to the same as it may be amended, modified, consolidated or re-enacted from time to time.

Legal and tax advice

- Barclays Wealth is not a legal or tax advisor and does not hold itself out as a practitioner or expert qualified and capable to give legal or tax advice. Barclays Wealth does not provide any Arrangement, Client or any Person associated with an Arrangement or Services with legal or tax advice.

6. In order to provide the Client with information on the Services, Barclays Wealth may explain to the Client its understanding of the generic legal or tax position relating to the Services. Barclays Wealth does not warrant or assume any duty of care to investigate into whether or not, or to ensure that, the information is complete, up-to-date, accurate or necessarily appropriate to or takes into account fully the circumstances of the Client or the Arrangement. Barclays Wealth does not assume any legal responsibility for anyone acting on the information provided.
7. In accepting these Terms and Conditions, the Client irrevocably agrees that any discussions that Barclays Wealth may enter into with the Client or any other Person associated with an Arrangement, involving legal and/or taxation matters, are for general information purposes only and cannot in any way be construed as legal and/or tax advice and cannot be relied upon as legal and/or tax advice.
8. Any Client or any other Person associated with an Arrangement has sole responsibility for the management of their legal and tax affairs including any applicable filings and payments and complying with any applicable laws and regulations. Barclays Wealth recommends that any Client or Person associated with an Arrangement obtains their own independent legal and/or tax advice tailored to their own circumstances.

Payment of liabilities

9. Subject to the terms of the Governing Instrument, Barclays Wealth may pay from the assets of the Arrangement any liabilities (including tax liabilities) in respect of the Arrangement notwithstanding that such liabilities may not be strictly enforceable against Barclays Wealth. Alternatively, Barclays Wealth may instruct the Client to procure that the Arrangement discharges such liabilities. Barclays Wealth shall be entitled to exoneration and indemnity out of the Arrangement for any liability, loss, or expense and interest on these, incurred in making such payments or in giving such instructions to the Client.

Exoneration

10. To the extent permitted by applicable law, where Barclays Wealth is acting in relation to an Arrangement neither it nor any member of the Barclays Group nor any Appointee or Employee shall be liable for any loss or damage directly or indirectly caused or suffered by any Client or any other Person including costs and expenses incurred as a result of the actions of Barclays Wealth or any member of the Barclays Group or any Appointee or Employee other than loss or damage suffered as a result of the dishonesty, actual fraud, wilful misconduct or gross negligence or, only in the case of claims for breach of contract, the negligence of Barclays Wealth, any member of the Barclays Group or any Appointee or Employee.

Indemnities

11. (a) Barclays Wealth and all members of the Barclays Group, any Appointees and Employees ('the Indemnified Persons') shall be indemnified out of the assets which are subject to the Arrangement for any fees payable for the Services and for any liability, loss or expense incurred in the provision of the Services and for any judgment recovered against and paid by any Indemnified Person other than liability, loss, expense or judgment arising out of the dishonesty, actual fraud, wilful misconduct or gross negligence or, only in the case of Services which are contractual in nature, the negligence of any such Indemnified Person ('the Liabilities').
- (b) The Client acknowledges and agrees that in connection with the indemnification obligations entered into by the Client under these Terms and Conditions Barclays Wealth is acting for itself and for each of the other Indemnified Persons as trustee and owner of the claim on their behalf. The Client further agrees with Barclays Wealth to indemnify the Indemnified Persons and each of them in respect of the Liabilities.

Force majeure

12. None of Barclays Wealth, any member of the Barclays Group, any Appointee or Employee shall be held liable for any failure or delay in the performance of Barclays Wealth's obligations in respect of the Services arising out of or in connection with circumstances beyond its reasonable control (including, without limitation, acts of God, civil or military disturbances, outbreaks of war, acts of terrorism, natural disaster, acts of government or any other authority, accidents, labour disputes or any power, telecommunications or computer failure).

Right of retention

13. Upon or in contemplation of the termination of the Services, Barclays Wealth together with the Barclays Group, and any Appointees and Employees, shall be entitled to pay out of the assets subject to the Arrangement and/or to make retentions for such fees and expenses including, without prejudice to the generality of the foregoing, any amounts as it or they may think appropriate in respect of any actual or contingent liability and may take such action as it or they deem necessary to limit such liability. Where any retention is made that exceeds the liabilities in respect of which the retention was made, such surplus, once ascertained, shall be repaid without undue delay to the Client or the Arrangement, as appropriate.

Rights to survive termination

14. Clauses 5 to 13 of these Terms and Conditions inclusive shall not be affected by the termination of the Services.

Fees and expenses

15. Barclays Wealth shall be entitled to fees for the Services in accordance with its last published Schedule of Fees that relate to the Services unless the Governing Instrument and/or relevant Agreement expressly states otherwise.
16. Barclays Wealth may decide how to allocate its fees and expenses as between income and capital, or as between different interests in income and capital or as between different parts of an Arrangement or different interests in the Arrangement.
17. Subject to applicable law, the fees and expenses of Barclays Wealth in relation to the Services shall be a first charge on all the assets of the Arrangement.

Administration and management

18. This clause 18 of these Terms and Conditions is subject to clause 69 of these Terms and Conditions. Barclays Wealth and the Barclays Group may act in any circumstances where either of them may have a conflict of interest without being liable to account for any profit made, including, without prejudice to the generality of the foregoing, the following, it may:
 - (a) act as banker, stockbroker, investment advisor or investment manager and transact any banking, investment or allied business in respect of any Arrangement in accordance with these Terms and Conditions and shall be entitled to fees and expenses in accordance with its appropriate published Schedule of Fees from time to time in effect;
 - (b) retain a share of brokerage and any insurance or other commissions including trail (which are payments that are repeated from time to time and the continuance of which might depend on the retention of investments or services) and similar commissions;
 - (c) employ and agree terms with any Person (including another Barclays Wealth Company or any Associated Person of any Barclays Wealth Company) to act as banker, stockbroker, investment advisor or investment manager or to transact any business or to provide any services or for any other purpose whether or not of a banking or investment nature;
 - (d) appoint any Person (including another Barclays Wealth Company or any Associated Person of any Barclays Wealth Company) as a director or officer of a Company, shares or

- securities of which may comprise part of the assets of the Arrangement, and retain any remuneration received from the Company or otherwise from the appointment;
- (e) invest all or some of the property of the Arrangement in shares or stock of Barclays Bank PLC or in units of any collective investment scheme including schemes of which Barclays Wealth or any Associated Person of any Barclays Wealth Company is a manager or trustee, on the normal terms; and
- (f) aggregate purchase and sale transactions for quoted investments forming part of any Arrangement with like orders from other Arrangements.
19. Barclays Wealth may act through any Employee.
20. Subject to the terms of the Governing Instrument, Barclays Wealth may effect insurances on behalf of an Arrangement at the expense of the Arrangement in respect of any risks of any kind whatsoever which Barclays Wealth considers may affect the assets of the Arrangement.
21. When a Designated Investment Manager is acting in respect of an Arrangement, this clause 21 of these Terms and Conditions shall not apply. Barclays Wealth reserves the right at the risk and responsibility of the Arrangement to vest any property of such Arrangement in any Person as its nominee. When Barclays Wealth acts jointly with another or others, all monies, securities and documents of title shall be held by or under the control of Barclays Wealth alone and the name of Barclays Wealth or its nominee shall be placed first in the registers of all registered securities or other property. Barclays Wealth shall enable any Person(s) with whom it acts jointly to have reasonable facilities for verification or inspection of such assets held subject to the Arrangement.
22. Barclays Wealth may appoint any other Person (including a member of the Barclays Group) to be its agent, attorney or manager to assist in the whole or any aspect of the administration or management of an Arrangement and may delegate to such Person the whole or any aspect of its duties, functions and responsibilities in relation to the Arrangement on such terms as it may choose.
23. Every appointment, whether under any statutory power or under any special power, of a new trustee during the period of trusteeship of Barclays Wealth shall be subject to the consent in writing of Barclays Wealth.
24. Barclays Wealth will be fully indemnified out of the Arrangement against all liability relating to a business (whether incorporated or unincorporated) and all consequent expenses and losses. Barclays Wealth shall be entitled to employ in the business such assets of the Arrangement as it shall think fit whether or not that property was employed in the business before its appointment.
25. Barclays Wealth may take external advice on any question concerning the Arrangement and from such Person as it thinks appropriate, and all charges and expenses incurred in this way will be payable by the Arrangement.
26. Barclays Wealth may in its absolute discretion decline to accept or retain any assets, including real estate, non-publicly traded shares, or other non-financial assets after undertaking a due diligence review as part of its business acceptance and/or ongoing review process. When required by Barclays Wealth the Client shall supply such information as may be required including, but not limited to, financial statements and valuations, subject to applicable law. Barclays Wealth may in its absolute discretion decline to prepare full accounts in relation to any Arrangement.
27. Save as otherwise expressly provided in these Terms and Conditions or in the Governing Instrument, or in the case of the Governing Instrument where the context manifestly requires otherwise, none of the powers given to Barclays Wealth, any member of the Barclays Group or any Employee in these Terms and Conditions is a fiduciary power and all such powers may be exercised having regard solely to its own interests.
- Client's undertakings**
28. The Client hereby undertakes:
- (a) that prior to the creation of the Arrangement, the Client has complied with all laws in any applicable jurisdiction that apply to the Services, and all such laws will continue to be complied with;
- (b) not to use, in any way, the name of any of the companies within Barclays Wealth or any other members of the Barclays Group, without the prior written consent of Barclays Wealth;
- (c) immediately upon becoming aware of the following, the Client shall give notice to Barclays Wealth of:
- (i) any event which could be reasonably foreseen to have a material effect on the Arrangement, its assets or activities or upon Barclays Wealth's willingness or ability to continue to provide the Services (including, without limitation, any act evidencing the insolvency of the Client or commencing its liquidation, winding up or dissolution) or upon the insolvency of the Arrangement or upon the probability of Barclays Wealth being paid for the Services and recovering its costs or being reimbursed for expenses in relation to them; or
- (ii) any actual or threatened litigation in any jurisdiction or any actual or threatened investigation by any judicial, regulatory or tax authority in relation to the Arrangement or the Client and any progress in these, and to promptly provide such information as Barclays Wealth may, in its discretion, require in this respect (including, without limitation, information as to the status of such litigation or information);
- (d) to ensure that the Arrangement will not be engaged or involved, directly or indirectly, in any unlawful activity or used for any unlawful purpose or receive the proceeds of unlawful activity in any jurisdiction; and
- (e) where the Services include the provision of Appointees:
- (i) the Client shall not, without the prior written consent of Barclays Wealth, take any action, enter into any agreement or contract, give any undertaking, make any representation or otherwise incur any liability on behalf of the Arrangement;
- (ii) the Client will not hold himself out as agent or representative of the Arrangement or use the name of the Arrangement in any business activities without the prior written consent of Barclays Wealth;
- (iii) the Client agrees to ensure that the Arrangement will not be involved in any activities which would require a licence, consent or approval in any relevant jurisdiction without first obtaining such licence, consent or approval or which would breach any conditions contained in any such licence, consent or approval.
29. The Client shall procure that the Arrangement complies with all filing requirements in any applicable jurisdiction and that all tax liabilities payable by the Arrangement are discharged. The Client shall also procure that any tax liabilities of the Arrangement, are discharged from the assets of the Arrangement, where Barclays Wealth instructs the Client to do so in accordance with clause 9 of these Terms and Conditions.
30. The Client shall notify Barclays Wealth, and as appropriate obtain Barclays Wealth's prior written consent, before alienating, assigning, selling, pledging or otherwise disposing of or encumbering any part of the Client's interest in the Arrangement.

31. Where the Client is more than one Person:
- (a) each such Person will be deemed to have appointed the other such Person(s) to act as his agent to exercise full power and authority in connection with the Services on his behalf; and
 - (b) all obligations of the Client under these Terms and Conditions and otherwise in connection with the Services shall be joint and several.

Enforcement and validity

32. If either Barclays Wealth or the Client chooses at its discretion not to enforce any term which forms part of these Terms and Conditions, this will not prejudice either Barclays Wealth's or the Client's rights to either enforce such term at a later date or enforce the rest of these Terms and Conditions.
33. If any term of these Terms and Conditions or any provision of the Governing Instrument is invalid, illegal or unenforceable in any respect, such term or provision (as the case may be) shall either:
- (a) be deleted; or
 - (b) if such term or provision would be valid or enforceable if some part of it were deleted or modified, the term or provision in question shall apply with whatever deletion or modification is necessary to make it valid or enforceable, and, in either case, the validity, legality and enforceability of the remaining terms and provisions shall not in any way be affected or impaired.

Notices

34. (a) Any notice required to be given by the Client or any other Person to Barclays Wealth under these Terms and Conditions shall be in writing addressed to Barclays Wealth at the relevant administration office and for the avoidance of doubt, notices may not be given by email.
- (b) Any notice required to be given by Barclays Wealth to the Client or any other Person under these Terms and Conditions, shall be in writing addressed to the last known usual address or last known usual email address of such Client or Person and in the case of any Company, to the registered address of that Company.
- (c) For these purposes, any notice:
- (i) delivered personally shall be deemed to have been given at the time of such delivery;
 - (ii) delivered by courier shall be deemed to have been given at the time of such delivery;
 - (iii) sent by ordinary post shall be deemed to have been given seventy two hours after posting;
 - (iv) sent internationally by airmail shall be deemed to have been given seven days after posting;
 - (v) sent by facsimile shall be deemed to have been given at the time of despatch being confirmed by the facsimile transmission sheet provided, where the recipient is a business, the facsimile is sent during the business hours of the recipient, otherwise at the time the recipient's office next opens for business after the transmission sheet has been sent;
 - (vi) sent to a Hold Mail mailing address shall be deemed to have been given to the Client at the date the letter is dated; and
 - (vii) sent by email shall be deemed to have been given at the time of despatch provided Barclays Wealth does not receive a response to the effect that it has not been successfully delivered to the recipient.

Assignment and change of administrative centre

35. Barclays Wealth may, upon giving reasonable notice to the Client of its intention to do so, assign or transfer the whole or any part of its rights and benefits under these Terms and Conditions to any Person in any jurisdiction. For the purpose of any such assignment or transfer, Barclays Wealth may disclose information about the Client, the Arrangement or any connected persons including beneficiaries or objects, to any

prospective assignee or transferee, provided that Barclays Wealth shall use its reasonable endeavours to procure that such prospective assignee or transferee is placed under an obligation of non-disclosure equivalent to that observed by Barclays Wealth under these Terms and Conditions.

36. The Client shall not assign or otherwise transfer all or any part of its rights, benefits and/or obligations under these Terms and Conditions without the prior written consent of Barclays Wealth (which Barclays Wealth will not unreasonably withhold).
37. Barclays Wealth may carry on the administration of the Arrangement anywhere it thinks fit.

Merger or sale within Barclays Group

38. In connection with any merger, amalgamation or reconstruction within the Barclays Group, Barclays Wealth shall be entitled to execute one or more documents specifying that in relation to all or some of the Arrangements for which it provides Services, the entity continuing and providing the Services after the merger, amalgamation or reconstruction ('Newco') shall automatically be substituted for the Barclays Wealth entity previously providing the Services ('Oldco'), which shall, at that point, be discharged, provided that:
- (a) Newco shall be accountable to the Arrangement for the acts and omissions of Oldco;
 - (b) Oldco (for as long as it continues to exist) shall continue to be entitled to indemnification and reimbursement from the Arrangement for its acts and omissions prior to such merger, amalgamation or reconstruction in the same manner as if it had continued to act and provide the Services; and
 - (c) these Terms and Conditions shall apply to Newco as if it were a Company within Barclays Wealth.
39. In the event that the whole or any part of the business of Barclays Wealth is sold or transferred to another Company:
- (a) neither Barclays Wealth nor the Barclays Group shall have any duty to account to the Client or any Arrangement for any sum of money or other consideration received in respect of the sale or transfer; and
 - (b) Barclays Wealth shall be discharged from its obligations in respect of any Arrangements which are part of the sale or transfer, provided that in relation to any trust of which Barclays Wealth is trustee, Barclays Wealth validly appoints a new trustee following the sale or transfer.

Termination

40. Subject to applicable law, the Services shall be terminated:
- (a) upon the expiry of not less than one month's notice of termination given by Barclays Wealth to the Client; or
 - (b) immediately, upon Barclays Wealth giving to the Client notice of termination in the event of:
 - (i) the property of the Client being 'declared en désastre' or the Client becoming insolvent or going into liquidation (other than a voluntary liquidation for the purpose of reconstruction or merger upon terms previously approved in writing by Barclays Wealth) or administration or a receiver being appointed or if some event having equivalent effect occurs; or
 - (ii) the Arrangement becoming insolvent or going into liquidation (other than a voluntary liquidation for the purpose of reconstruction or merger upon terms previously approved in writing by Barclays Wealth) or a receiver being appointed or if some event having equivalent effect occurs; or
 - (iii) the Client committing a material breach of these Terms and Conditions, the Governing Instrument or any Agreement and (if such breach is capable of remedy) the Client not making good such breach within one month of service upon the Client of notice requiring the remedy of such breach; or

- (iv) the Client failing to make available to Barclays Wealth the information and documentation required under clause 59 of these Terms and Conditions either when required or in a form acceptable to Barclays Wealth.
 - (c) upon the expiry of not less than one month's notice of termination given by the Client to Barclays Wealth; or
 - (d) immediately, upon the Client giving to Barclays Wealth notice of termination in the event of;
 - (i) The relevant Barclays Wealth Company becoming insolvent or going into liquidation (other than a voluntary liquidation for the purpose of reconstruction or merger) or a receiver being appointed or if some event having equivalent effect occurs; or
 - (ii) The relevant Barclays Wealth Company committing a material breach of these Terms and Conditions or of the Governing Instrument and (if such breach is capable of remedy) Barclays Wealth not making good such breach within one month of service upon Barclays Wealth of notice requiring the remedy of such breach.
41. Provision of the Services provided by Barclays Wealth in relation to the Arrangement may be terminated by Barclays Wealth immediately without giving notice, if Barclays Wealth considers that:
- (a) continuing to provide the Services would be assisting criminal activity; or
 - (b) continuing to provide the Services would constitute a breach of any applicable law or government sanction; or
 - (c) the Client has provided Barclays Wealth with any false information at any time; or
 - (d) it is inappropriate for a Person authorised to give Communications to do so; or
 - (e) the behaviour of the Client means that it is inappropriate for Barclays Wealth to continue to provide the Services; or
 - (f) in continuing to provide the Services Barclays Wealth may suffer damage to its reputation; or
 - (g) the Client has been in a serious or persistent breach of these Terms and Conditions or any supplementary terms and conditions; or
 - (h) the Client at any time fails to meet the applicable eligibility criteria including but not limited to where the Client, is or becomes, resident in a country or territory with legal or regulatory restrictions on Barclays Wealth continuing to provide the Services.

Communications

42. Barclays Wealth may act upon Communications (whether by letter, fax, email, orally, telephone or otherwise) given by any Person that it reasonably believes to be an Authorised Person and Barclays Wealth is not obliged to verify the identity of any Person purporting to be so authorised subject as provided below:
- (a) Barclays Wealth may act upon Communications given in a document that Barclays Wealth reasonably believes bears the Authorised Person's original signature(s), provided that:
 - (i) the Authorised Person follows any applicable security procedures established in accordance with the Arrangement; or
 - (ii) if the Authorised Person has not set up security procedures Barclays Wealth believes in good faith that the Communications are from the Authorised Person and there are no circumstances of which Barclays Wealth is aware that cast significant doubt on the identity of the Person giving the Communications.
 - (b) Barclays Wealth may continue to act on the Communications of an Authorised Person until Barclays Wealth receives actual notice that the Authorised Person has lost capacity or is otherwise no longer authorised to give Communications.
 - (c) Communications are effective when Barclays Wealth receives them, but Barclays Wealth may require that an Authorised Person confirm in writing any Communications given orally, by telephone, by fax or electronically prior to acting on them.
 - (d) Where there is more than one Authorised Person and Barclays Wealth receives Communications from one of them but before acting receives inconsistent or conflicting Communications from another Authorised Person or receives simultaneous conflicting Communications from two or more Authorised Persons, Barclays Wealth shall be entitled to refuse to act upon any such Communications until it is provided with unequivocal Communications agreed upon and confirmed in writing by all Authorised Persons.
 - (e) Barclays Wealth reserves the right to take additional security measures at any time before acting on Communications received by it.
 - (f) Barclays Wealth requires Communications to be given to it in the English language unless any Agreement provides otherwise.
 - (g) Barclays Wealth may refuse to act on any Communication and will take reasonable steps to notify the Authorised Person accordingly if;
 - (i) Barclays Wealth reasonably considers that to do so would cause it to break any applicable law, regulation, code or other duty; or
 - (ii) it is not in writing or Barclays Wealth reasonably considers that it is not sufficiently clear or it is incomplete, ambiguous or contains errors or is not in English; or
 - (iii) Barclays Wealth reasonably considers that it is impractical or impossible to do so; or
 - (iv) any Communication is received too late for Barclays Wealth to act upon; or
 - (v) it suspects fraud in the delivery, transmission or receipt of any Communications; or
 - (vi) Barclays Wealth reasonably considers that to do so would either damage its reputation or be in contravention of its internal policies.
 - (h) Barclays Wealth may refuse to act on any purported Communication if Barclays Wealth reasonably considers that it is not given by an Authorised Person.
 - (i) Where Barclays Wealth must obtain a Communication from an Authorised Person but it is impractical or impossible to obtain such Communication in a timely fashion or a Communication is contrary to the interests of the Arrangement which may lead to any of Barclays Wealth or any Employees incurring personal liability, or Barclays Wealth has not been able to obtain Communications from an Authorised Person in circumstances where Barclays Wealth believes that action is required, Barclays Wealth is authorised (but not obliged) to take any action it reasonably deems necessary or appropriate without liability for any resulting loss.
 - (i) An Authorised Person may request Barclays Wealth to send Communications addressed to the Authorised Person, to a separate Hold Mail account in the name of the Authorised Person and that account shall be subject to the terms and conditions of the Company or institution providing that account.
 - (j) An Authorised Person may request Barclays Wealth to send Communications addressed to the Authorised Person care of another Person (including a member of the Barclays Group).
 - (k) The Authorised Person shall be responsible and liable for any loss or damage, which may result from Barclays Wealth, upon the request of the Authorised Person, sending Communications addressed to the Authorised Person to a Hold Mail account in the name of the Authorised Person or care of another Person and Barclays Wealth shall not be responsible or liable for any such loss or damage.
- Recording of telephone conversations**
43. Barclays Wealth will record and monitor telephone conversations where it is required to do so by any applicable law. Otherwise, for security, legitimate business purposes and to maintain service standards, Barclays Wealth may, at its absolute discretion, record and monitor telephone conversations.
- Electronic communications**
44. There is no guarantee that any electronic communications from Barclays Wealth will be secure, virus free or successfully delivered. Subject to clause 34, Barclays Wealth may use electronic communications with the Client, Authorised Person or any other

Person connected with the Arrangement. Barclays Wealth shall not be liable if any electronic communications are intercepted, delayed, corrupted, not received or received by Persons other than the intended addressees. Where it is believed that this has happened with an electronic communication Barclays Wealth will try to confirm the communication with the Client, Person or Authorised Person concerned. For security, legitimate business purposes and to maintain service standards, Barclays Wealth may monitor internet communications (including emails) between it/its Employees and Clients, Authorised Persons or any other Person connected with an Arrangement as well as the use by such Persons of any website or online facilities Barclays Wealth operates.

Disclosure

45. Where Barclays Wealth is bound by the requirements of banking or trustee confidentiality law, it shall ensure that any Client Information will only be disclosed in accordance with such law. Supplementary terms and conditions may be provided to Clients of the Switzerland and Cayman Islands Barclays Wealth Companies where appropriate.
46. Subject to any applicable supplementary terms and conditions, Barclays Wealth may disclose any Client Information if:
- (a) in the opinion of Barclays Wealth reached in good faith (which shall be conclusive and binding), disclosure is necessary or desirable for Barclays Wealth to perform its functions in relation to the Arrangement; or
 - (b) disclosure is to any Person who provides a service to, or performs a function for, the Arrangement or who is otherwise appointed by Barclays Wealth in connection with the Arrangement or who is acting as Barclays Wealth's agent or sub-contractor (including their agents) including without limitation, legal and other professional advisors provided that where Barclays Wealth discloses information to any such Person in another country (including, without limitation, countries outside the European Economic Area) Barclays Wealth will ensure that the Person agrees to apply the same level of protection as Barclays Wealth is required to provide to apply to the information and to use the information in accordance with Barclays Wealth's instructions; or
 - (c) disclosure is to other members of the Barclays Group in connection with any service provided to the Arrangement or to any Client or any other Person; or
 - (d) disclosure is ordered by a Government department, regulatory authority or Court having jurisdiction over Barclays Wealth, any affiliate of Barclays Wealth, or any assets of the Arrangement or any entity directly or indirectly comprised within the Arrangement; or
 - (e) disclosure is in connection with or to assist with any Arrangement, Client or other Person's tax filing or reporting requirements; or
 - (f) where any internet service is provided to the Arrangement, disclosure is to the operator of the service; or
 - (g) disclosure is to any third party as a result of any merger, restructure, sale or acquisition of any Company within the Barclays Group or to anyone to whom Barclays Wealth may transfer its rights and/or obligations under the Arrangement provided that any recipient uses information for the same purposes as it was originally supplied to Barclays Wealth and/or as used by Barclays Wealth; or
 - (h) disclosure is to any Authorised Person in respect of the Arrangement including but not limited to financial advisers or agents; or
 - (i) disclosure is to Companies and organisations that assist Barclays Wealth to process transactions under the Arrangement including but not limited to executing trades on an exchange; or
 - (j) in the case of Barclays Wealth companies in Singapore, disclosure is permitted under applicable banking or trustee confidentiality legislation in Singapore, including (as applicable) the Trust Companies Act, Chapter 336 of Singapore or the Banking Act, Chapter 19 of Singapore; or
 - (k) for any purpose permitted in accordance with clauses 47 through 58 below.

47. Without prejudice to clause 45, where Barclays Wealth is trustee of a trust it need not disclose any information or documents unless required to do so under the relevant governing law of the trust.

48. Where Barclays Wealth transfers or discloses information to any Person in accordance with clause 46, unless such information is transferred or disclosed by virtue of sub-clause 46(d), Barclays Wealth will ensure that any such Person in another country (including, without limitation, countries outside the European Economic Area) agrees to apply the same level of protection as Barclays Wealth is required to provide to apply to the information and to use the information in accordance with Barclays Wealth's instructions.

Data protection

49. Where Barclays Wealth is bound by the requirements of applicable data protection laws, it shall, ensure that any personal data gathered shall be used, shared and stored in accordance with such legislation.
50. Where the Client provides personal and financial information about others (such as dependants, other family members, beneficiaries and a joint account holder, where applicable) the Client undertakes that it has their consent or is authorised to provide consent on their behalf or is otherwise entitled to provide this information to Barclays Wealth for and is authorised on their behalf to consent to the processing of that information including sensitive personal data by Barclays Wealth in accordance with these Terms and Conditions and to receive any data protection notices.
51. Barclays Wealth may process and disclose Client Information relating to medical, health, lifestyle, ethnic background and criminal offences alleged or otherwise that is provided by the Client or that Barclays Wealth obtains from third parties for the purposes of:
- (a) assessing and identifying products and services;
 - (b) applying for a product of an insurance Company/ organisation; and
 - (c) detecting and preventing crime (including without limitation fraud and money laundering).
52. Barclays Wealth and other Companies in the Barclays Group will use Client Information to administer and manage the Arrangement, provide the Client with statements and provide their services and products, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis), to prevent and detect fraud, money laundering and other crime, carry out regulatory checks and meet their obligations to any relevant regulatory authority, and to develop and improve their services to the Client and protect their interests.
53. In order to make or receive payments, the details of the payment (including information relating to those involved in the payment) may be received from or sent to another jurisdiction, where it could be accessible by regulators and authorities in connection with their legitimate duties (for example, the prevention of crime). In instructing Barclays Wealth to make payments, the Client agrees to this on behalf of itself and others involved in the payments.
54. In order to provide the Client and any Person associated with an Arrangement (as the case may be) with products and services Barclays Wealth needs to collect, use, share and store personal and financial information about individuals including the Client and other individuals associated with an Arrangement. Barclays Wealth may obtain this information from the relevant individual directly or from third parties, such as employers, joint account holders, credit reference agencies, fraud prevention agencies or other organisations either at the time when the Client applies for services provided by Barclays Wealth or which the relevant individual or any third party gives to Barclays Wealth at any other time.

55. Barclays Wealth gives Client Information to and receives information from credit reference agencies and fraud prevention agencies. Barclays Wealth and other organisations may access and use this information to prevent and detect fraud, money laundering and other crimes and to make credit assessments. Examples of circumstances when Client Information or information relating to a Client's partner or other members of that Person's household may be shared include but are not limited to:

- (a) checking details on applications for credit and credit related or other facilities;
- (b) managing credit and credit related accounts or facilities;
- (c) recovering debt;
- (d) checking details on proposals and claims for all types of insurance;
- (e) checking details of job applicants and employees;
- (f) making enquiries when a Client asks for any lending products or investment products and to assist in managing the Arrangement; and
- (g) accepting any assets or distributing any assets in respect of an Arrangement.

56. Information held about a Client by the credit reference agencies may already be linked to records relating to a Client's partner or members of a Client's household where a financial 'association' has been created. Any enquiry that Barclays Wealth makes at a credit reference agency may be assessed with reference to any 'associated' records. Another Person's record will be 'associated' with the Client's when:

- (a) the Client makes a joint application; or
- (b) the Client advises Barclays Wealth of a financial 'association' with another Person; or
- (c) if the credit reference agencies have existing linked or 'associate' records.

This 'association' will be taken into account in all future applications by either or both the Client and the Person whose record is 'associated' and shall continue until either Person applies to the credit reference agencies and is successful in filing a 'disassociation'. Barclays Wealth does not give information about savings accounts to credit reference agencies.

57. Credit reference agencies keep a record of enquiries and may record, use and give out information that Barclays Wealth gives them to other lenders, insurers and other organisations. If false or inaccurate information is provided or fraud is suspected details may be passed to fraud prevention and credit reference agencies. Law enforcement agencies may access and use this information. The information recorded by fraud prevention agencies may be accessed and used by organisations in different countries. If the Client wishes to receive details of the relevant fraud prevention agencies, the Client may contact the appropriate administration office of Barclays Wealth.

Marketing

58. Barclays Wealth and other Companies in the Barclays Group may use Client Information to inform the Client by letter, telephone, text (or similar) messages, digital television, email and other electronic methods, about products and services (including those of others) which may be of interest to the Client. The Client may tell Barclays Wealth at any time if it does not wish to receive marketing communications from Barclays Wealth and/or other Companies in the Barclays Group by writing to the appropriate administration office of Barclays Wealth listed in the Appendix, and providing the Client's full name and address.

Client identity

59. Barclays Wealth is required by Anti-Money Laundering regulations to obtain information and documentation to identify and verify the identity of the Client and certain Persons interested under an Arrangement or who may benefit from it or who have directly or indirectly contributed assets to an Arrangement or who are connected to the Arrangement, and to identify the source of assets introduced to an Arrangement and the source of wealth from which such assets derive, unless an exemption is available. If such information and documentation is not made available when required and/or not in a form acceptable to Barclays Wealth then Barclays Wealth may, without liability, terminate its services with immediate effect. The time at which such information and documentation is required and the form in which it shall be delivered to Barclays Wealth shall be determined by Barclays Wealth in its absolute discretion subject to the applicable regulations.

Governing laws and jurisdiction

60. These Terms and Conditions will be governed by and construed in accordance with the governing law of the Governing Instrument or Agreement. These Terms and Conditions are supplied in English, and unless agreed otherwise, all communications between Barclays Wealth and the Client will be in English.

61. The Courts of the jurisdiction of the governing law of the Governing Instrument or Agreement shall have exclusive jurisdiction to settle any dispute arising in connection with these Terms and Conditions, including their creation, validity, effect, interpretation or performance, and for such purposes and to the extent permitted by applicable law, the Client irrevocably submits to the jurisdiction of the Courts of such jurisdiction. Proceedings to enforce any judgement obtained in such Courts may be taken in any jurisdiction.

Clauses relating to the Services provided by Barclays Wealth from England and Wales only

62. In the absence of an express contrary direction in a will, Barclays Wealth, and any other executor or administrator acting with them, shall have the power to apply the statutory power of appropriation without the consents required by section 41 Administration of Estates Act 1925 being obtained, and further that this power to appropriate without consent (in the absence of express contrary intention in the governing instrument) shall also apply where Barclays Wealth acts, whether solely or jointly with others, as trustee.

63. In connection with the Financial Services and Markets Act 2000, Barclays Bank Trust Company Limited and Barclays Bank PLC are authorised and regulated by the Financial Services Authority ('FSA') in the course of their investment business and so will act in accordance with such of the rules of the FSA or any other relevant regulatory body as may be applicable from time to time.

64. A Person who is not a Client will have no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any of these Terms and Conditions.

65. When cash fractions or share fractions are received as a result of Company reorganisations, scrip and rights issues, scrip dividends or any similar distributions by bodies corporate and the cash fraction or the cash proceeds of the sale of a share fraction in any trust, Estate or attorneyship is less than £5 for an investment registered in the United Kingdom or £10 for an investment registered outside the United Kingdom, Barclays Wealth may, at its sole discretion elect not to pay such fractions to the trust, Estate or attorneyship but instead:

- (a) pay them to a body or bodies established for purposes regarded as charitable under the law of England and Wales as it shall in its absolute discretion determine; or
- (b) pay them to a trust established by Barclays Wealth for similar purposes regarded as charitable under the law of England and Wales as it shall in its absolute discretion determine.

Clause relating to the Services provided by Barclays Wealth from Jersey or Guernsey only

66. For obligations and rights relating to the Services provided by Barclays Wealth from Guernsey or Jersey only, any rights which any Person or the Arrangement may have under these Terms and Conditions pursuant to the 'droit de discussion' and 'droit de division' are excluded. 'Droit de discussion' is the right to require Barclays Wealth to pursue and exhaust the assets of a third party for payment of monies due to Barclays Wealth before pursuing such payment from the Client or Arrangement under these Terms and Conditions. 'Droit de division' is the right to have liability under these Terms and Conditions divided or apportioned in some way with another Person.

Clauses relating to the Services provided by Barclays Wealth from Isle of Man only

67. In the absence of an express contrary direction in a will, Barclays Wealth, and any other executor or administrator acting with them, shall have the power to apply the statutory power of appropriation without the consents required by section 45 of the Administration of Estates Act 1990 being obtained, and further that this power to appropriate without consent (in the absence of express contrary intention in the Governing Instrument) shall also apply where Barclays Wealth acts, whether solely or jointly with others, as trustee.

68. A Person who is not a Client will have no rights under the Contracts (Rights of Third Parties) Act 2001 or otherwise to enforce any of these Terms and Conditions.

Clauses relating to the Services provided by Barclays Wealth from Switzerland only

69. The Client accepts that any share of brokerage and any insurance or other commissions received from third parties in connection with the Services and retained by Barclays Wealth pursuant to clause 18 of these Terms and Conditions, which represent 'Retrocessions', are part of the fees of Barclays Wealth and so accrue to Barclays Wealth.

70. As an exception to the provisions of Article 405 CO, any contractual relationship between the Client or the Client's successors or legal representatives and Barclays Wealth, shall not terminate upon the Client's death, loss of legal capacity or the Client being adjudicated absent, insolvent or bankrupt.

71. The Client will be given notice of any amendments to these Terms and Conditions, any applicable Schedule of Fees and any applicable supplementary terms and conditions, at least 30 days before the publication of the relevant amended version. In the absence of any objections by the Client within 30 days of the date of such notice, the amended version shall be deemed to be approved by the Client. The amended version will be effective if it is deemed to have been approved by the Client or has been expressly approved by the Client and when published in accordance with clause 2 of these Terms and Conditions.

Client's certification of non-United States of America Status

72. Where Barclays Wealth acts outside the U.S.A. the Services are generally not provided to

- (a) U.S. citizens;
- (b) U.S. residents for U.S. income tax purposes. The definition of residence for these purposes is taken to be from the Internal Revenue Code as amended from time to time;
- (c) U.S. domiciliaries for U.S. Estate, gift or generation skipping purposes.

73. The Client certifies that he does not fall under any of the above categories and undertakes to inform Barclays Wealth as soon as reasonably practicable if his status in this regard changes.

74. The Client authorises Barclays Wealth to make representations and disclosures including, but not limited to, U.S. withholding tax matters and indemnifies Barclays Wealth in the event of any legal fees, penalties or expenses generally that may arise as a result of false or inaccurate information being provided to Barclays Wealth.

Clause relating to the Services provided by Barclays Wealth from Singapore only

75. No Person shall acquire any rights pursuant to the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce these Terms and Conditions.

Powers of attorney

76. Where Barclays Wealth acts under a power of attorney:

- (a) Barclays Wealth shall be entitled to access any information from the donor's bankers, solicitors, accountants or other professional advisers that Barclays Wealth in its absolute discretion requires in order to manage the donor's affairs;
- (b) Barclays Wealth shall have the right to access the original or a certified copy of the donor's last will (and any codicils to the donor's last will) in order to assist it with the management of the donor's affairs.

Complaints

77. If the Client wishes to complain, the Client may do so in person, in writing, by post or email, or by telephone. To obtain a copy of Barclays Wealth's complaint handling procedures, or to make a complaint, the Client should contact the appropriate administration office of Barclays Wealth.

Appendix

The companies included in the definition 'Barclays Wealth' are as follows:

England and Wales

Barclays Bank PLC

Administration Office & Registered Office:

1 Churchill Place

London E14 5HP

England

Registered No: 1026167

Barclays Bank Trust Company Limited

Administration Office:

Osborne Court

Gadbrook Park

Northwich, Cheshire CW9 7UE

Telephone: +44 (0)8457 660 936

Fax: +44 (0)1606 313 421

Registered Office:

1 Churchill Place

London E14 5HP

England

Registered No: 920880

Barclays Fiduciary Services (UK) Limited

Administration Office:

Osborne Court

Gadbrook Park

Northwich, Cheshire CW9 7UE

Telephone: +44 (0)8457 660 936

Fax: +44 (0)1606 313 421

Registered Office:

1 Churchill Place

London E14 5HP

England

Registered No: 2362041

Jersey

Barclays Private Bank & Trust Limited

Administration Office & Registered Office:

PO Box 82

39/41 Broad Street

St Helier, Jersey

Channel Islands JE4 8PU

Telephone: +44 (0)1534 873 741

Fax: +44 (0)1534 872 737

Registered No: 6056

Barclays Wealth Trustees (Jersey) Limited

Administration Office:

PO Box 248

39/41 Broad Street

St Helier, Jersey

Channel Islands JE4 5PS

Telephone: +44 (0)1534 711 111

Fax: +44 (0)1534 873 526

Registered Office:

39/41 Broad Street

St Helier, Jersey

Channel Islands JE4 8PU

Registered No: 12781

Barclays Wealth Fund Managers (Jersey) Limited

Administration Office & Registered Office:

PO Box 248

39/41 Broad Street

St Helier, Jersey

Channel Islands JE4 5PS

Telephone: +44 (0)1534 711 111

Fax: +44 (0)1534 873 526

Registered No: 93208

Guernsey

Barclays Wealth Fund Managers (Guernsey) Limited

Administration Office & Registered Office:

PO Box 671, Level 1

Regency Court, Glatigny Esplanade

St Peter Port, Guernsey

Channel Islands GY1 3ST

Telephone: +44 (0)1481 747 474

Fax: +44 (0)1481 710 147

Registered No: 33717

Barclays Wealth Trustees (Guernsey) Limited

Administration Office & Registered Office:

PO Box 671, Level 1

Regency Court, Glatigny Esplanade

St Peter Port, Guernsey

Channel Islands GY1 3ST

Telephone: +44 (0)1481 747 474

Fax: +44 (0)1481 710 147

Registered No: 24531

Isle of Man

Barclays Private Bank & Trust (Isle of Man) Limited

Administration Office & Registered Office:

4th Floor Queen Victoria House

Victoria Street, Douglas

Isle of Man IM99 1DF

Telephone: +44 (0)1624 682 828

Fax: +44 (0)1624 682 899

Registered No: 1478

Barclays Wealth Trustees (Isle of Man) Limited

Administration Office & Registered Office:

PO Box 312

4th Floor Queen Victoria House

Victoria Street, Douglas

Isle of Man IM99 2BJ

Telephone: +44 (0)1624 682 828

Fax: +44 (0)1624 646 850

Registered No: 55260C

Barclays Wealth Fund Managers (Isle of Man) Limited

Administration Office:
PO Box 312
4th Floor Queen Victoria House
Victoria Street, Douglas
Isle of Man IM99 2BJ
Telephone: +44 (0)1624 682 828
Fax: +44 (0)1624 646 850

Registered Office:
PO Box 312
Grosvenor House
66/67 Athol Street
Douglas, Isle of Man IM99 2BJ
Registered No: 118158C

Switzerland

Barclaytrust (Suisse) S.A.
Barclays Bank (Suisse) S.A.
(both registered in Switzerland)
18-20 Chemin de Grange-Canal
CH-1224 Chêne-Bougeries
Geneva
Switzerland
Telephone: +41 22 819 5900
Fax: +41 22 819 5999

India

Barclays Wealth Trustees (India) Private Limited
Administration Office & Registered Office:
Titanium, 2nd Floor
Western Express Highway
Plot No. 201, Goregaon (East)
Mumbai – 400063, India
Telephone: +91 22 6731 5000
Fax: +91 22 6731 5099
Registered No: 188438

Singapore

Barclays Wealth Trustees (Singapore) Limited
Administration Office & Registered Office:
Level 28, South Tower
1 Raffles Quay,
Singapore 048583
Telephone: +65 6308 3000
Fax: +65 6308 3289
Registered No: 200906350R

Hong Kong

Barclays Wealth Trustees (Hong Kong) Limited
(Registered in Hong Kong)
L57A
Cheung Kong Centre
No. 2 Queen's Road
Central
Hong Kong
Telephone: + 852 2903 4681
Fax: + 852 2903 4680

Cayman Islands

Barclays Private Bank & Trust (Cayman) Limited
Administration Office & Registered Office:
PO Box 487 GT
4th Floor, First Caribbean House
Grand Cayman, Cayman Islands
British West Indies
Telephone: + 1 345 949 7128
Fax: + 1 345 949 7657
Registered No: 029978

This item can be provided in Braille, large print or audio by calling 0800 400 100* (via TextDirect if appropriate). If outside the UK please call: +44 (0)1624 684 444**.

*Lines are open 8am to 8pm UK time Monday to Friday and 9am to 5pm UK time Saturday and UK bank holidays. Calls to 0800 numbers are free if made from a UK landline.

**Lines are open 8am to 6pm UK time Monday to Friday excluding UK bank holidays.

Call costs may vary – please check with your telecoms provider. Calls may be recorded so that we can monitor the quality of our service and for security purposes.

Barclays Wealth is the wealth management division of Barclays and operates through Barclays Bank PLC and its subsidiaries.

Barclays Bank PLC is registered in England and is authorised and regulated by the Financial Services Authority. Registered No: 1026167. Registered Office: 1 Churchill Place, London E14 5HP.

Barclays Private Bank & Trust Limited. Registered number: 6056. Registered Office 39/41 Broad Street, St. Helier, Jersey JE4 8PU, Channel Islands. Barclays Private Bank & Trust Limited is regulated by the Jersey Financial Services Commission.

Barclays Private Bank & Trust Limited is regulated by the Guernsey Financial Services Commission under Section 4 of the Protection of Investors (Bailiwick of Guernsey) Law 1987 to carry on restricted activities in connection with controlled Investment Business carried out from and within Guernsey.

Barclays Private Bank & Trust (Isle of Man) Limited. Registered in the Isle of Man. Registered Number 1478. Registered Office 4th Floor, Queen Victoria House, Victoria Street, Douglas, Isle of Man. IM99 1DF. Barclays Private Bank & Trust (Isle of Man) Limited is licensed by the Isle of Man Financial Supervision Commission to take deposits, provide collective investment schemes and provide corporate and trust services.

Barclays Private Bank & Trust (Cayman) Limited. Registered in the Cayman Islands. Registered Number: 29978. Registered Office: First Caribbean House, 25 Main Street, Shedden Road, George Town, Grand Cayman, Cayman Islands. Barclays Private Bank & Trust (Cayman) Limited is regulated by Cayman Islands Monetary Authority and holds a category B banking license duly authorised to provide restricted Banking business, and Trust company business under the Banks and Trust Companies Law (2007) Revision. BPB & T (Cayman) Limited is a regulated Corporate Service Provider and under the Mutual Funds Law (2007) Revision holds a Mutual Funds Administrators License.

Barclays Wealth Trustees (Jersey) Limited Registered No. 12781. Registered Office: 39-41 Broad Street, St Helier, Jersey JE4 5PS, Channel Islands. Barclays Wealth Trustees (Jersey) Limited is regulated by the Jersey Financial Services Commission.

Barclays Wealth Trustees (Guernsey) Limited is licensed by the Guernsey Financial Services Commission under The Regulation of Fiduciaries, Administration Businesses and Company Directors, etc. (Bailiwick of Guernsey) Law 2000. Registered in Guernsey, Channel Islands. Registered Number 24531. Registered Office: Regency Court, Glatigny Esplanade, St Peter Port, Guernsey GY1 3ST.

Barclays Wealth Trustees (Isle of Man) Limited is licensed by the Isle of Man Financial Supervision Commission to provide corporate and trust services. Registered Office: P.O. Box 312, 4th Floor, Queen Victoria House, Victoria Street, Douglas, Isle of Man IM99 2BJ, British Isles. Registered in the Isle of Man. Company Number 055260C. VAT Registration No 243 8522 62.

Barclays Wealth Fund Managers (Jersey) Limited Registered number: 93208. Registered Office: 39-41 Broad Street, St Helier, Jersey JE4 5PS, Channel Islands. Barclays Wealth Fund Managers (Jersey) Limited is regulated by the Jersey Financial Services Commission.

Barclays Wealth Fund Managers (Guernsey) Limited is licensed by the Guernsey Financial Services Commission under The Protection of Investors (Bailiwick of Guernsey) Law, 1987. Registered in Guernsey, Channel Islands. Registered Number 33717. Registered Office: Regency Court, Glatigny Esplanade, St Peter Port, Guernsey GY1 3ST.

Barclays Wealth Fund Managers (Isle of Man) Limited is licensed by the Isle of Man Financial Supervision Commission to provide collective investment scheme services and provide corporate services. Registered Office: P.O. Box 312, 4th Floor, Queen Victoria House, Victoria Street, Douglas, Isle of Man, IM99 2BJ, British Isles. Registered in the Isle of Man. Company Number 118158C. VAT Registration No 243 8522 62.

Barclays Wealth Trustees (Hong Kong) Limited is part of Barclays Wealth.

Barclays Wealth Estates and Trusts is a trading name of Barclays Fiduciary Services (UK) Ltd (Registered No 2362041) and Barclays Bank Trust Company Ltd (Registered No 920880). Both are registered in England with registered offices at 1 Churchill Place, London E14 5HP. Barclays Bank Trust Company Limited is authorised and regulated by the Financial Services Authority.

Barclays Bank (Suisse) S.A. is a Swiss Bank regulated and supervised by FINMA. Registered in Switzerland. Registered No. 1381/1986. Registered Office: 18-20 Chemin de Grange-Canal, CH-1224 Chêne-Bougeries, Geneva, Switzerland. Registered VAT No. 288 787.

Barclaytrust (Suisse) S.A. is incorporated in Switzerland and is wholly owned by Barclays Bank (Suisse) S.A.

Barclays Wealth Trustees (Singapore) Limited holds a trust business licence from the Monetary Authority of Singapore and provides trustee and trust administration services.

Item Ref: 9908496. February 2011