

# Rothschild & Co Bank International Limited Terms and Conditions



April 2018



These Terms and Conditions shall govern all account relationships involving the provision of Banking Services between the Bank and the Account Holder, and shall be binding upon the Account Holder.

## Definitions

In these Terms and Conditions (unless the context requires otherwise):

**Account Application:** any form of authority and/or request (whether described as such and whether in the Bank's standard form or otherwise) pursuant to which an account is opened or maintained by the Bank for the Account Holder together with any related or supplemental mandate or other authority of the Account Holder;

**Account Holder:** the party/ies named on the Account Application, and includes the Account Holder's heirs, executors, administrators, successors, assigns and agents (and each of them, when more than one);

**Applicable Data Protection Laws:** any relevant legislation in force from time to time protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the country or territory in which the data controller and/or data processor is established, including the Data Protection (Bailiwick of Guernsey) Law, 2017, EU Directive 95/46/EC and EU Regulation (EU) 2016/679 (GDPR), as from time to time amended or replaced;

**Associate:** (i) officers, directors, employees, representatives, beneficiaries and agents from time to time; (ii) subsidiaries, holding companies (if any) and each of the subsidiaries of such holding companies and each of their respective officers, directors, employees, representatives, beneficiaries and agents from time to time; and (iii) in the case of the Bank, to the extent that they are not included in (i) and (ii) of this definition, associated partnerships in which the Bank and/or other Associates are partners, and (iv) associated companies and companies of which such companies and the companies referred to in (ii) of this definition are associated companies (for this purpose ownership or control of 20% or more of the equity share capital of a company is regarded as the test of associated company status) and 'associated' and 'association' shall be construed accordingly;

**Authorities:** any judicial, administrative or regulatory body, any government or public or government agency, instrumentality or authority, any tax authority, securities or future exchange, court, central bank or law enforcement body, or any agents thereof, having jurisdiction over the Bank or any company in the same group as the Bank and "Authority" shall be construed accordingly;

**Bank or Rothschild & Co:** Rothschild & Co Bank International Limited (including its successors and assigns);

**Bank's Website:** the website of the Bank ([www.rothschildandco.com/banking/rothschildandco\\_bank\\_international/](http://www.rothschildandco.com/banking/rothschildandco_bank_international/)) and related websites;

**Banking Services:** all banking services provided by the Bank to the Account Holder excluding, for the avoidance of doubt, Investment Services;

**Business Day:** unless otherwise determined by the Bank from time to time: any day other than Saturday, Sunday and all official public holidays in Guernsey and the United Kingdom and, in relation to anything done or to be done by reference to a market outside the United Kingdom or Guernsey, any day on which that market is normally open for business;

**Financial Crime:** money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or violations or attempts to circumvent or violate any laws relating to these matters;

**Financial Crime Discretionary Action:** any action which, in its sole and absolute discretion, the Bank considers appropriate to meet its regulatory obligations in connection with the detection, investigation and prevention of Financial Crime;

**Investment Services:** investment management services, whether discretionary, advisory or execution-only;

**laws:** any applicable local or foreign statute, law, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order, agreement with an Authority or agreement or treaty between Authorities, and references to "legal obligations" shall be construed accordingly;

**personal data:** means any information relating to an identified or identifiable person;

**regulatory obligations:** any obligations (whether or not legally enforceable) under any laws, any guidance or internal policies or procedures in connection with any laws, or any valid demand from Authorities; and

**Terms and Conditions:** these terms and conditions as may from time to time be amended in accordance with their terms or otherwise supplemented or varied by other mandates or agreements between the Bank and the Account Holder in connection with the provision of certain Banking Services.

Words implying the singular shall, where appropriate, include the plural and vice versa; neuter references include all genders. Reference to any statute shall include any modification, explanation, re-enactment, consolidation, replacement and/or renewal thereof and any regulations made thereunder.

Clause headings are included only for convenience and shall not affect the construction or interpretation of these Terms and Conditions.

## **1. Account application process**

- 1.1 Each Account Holder must complete and sign an Account Application and in support of such Account Application must provide to the Bank such evidence of identity and/or bona fides as the Bank shall at its sole discretion require.
- 1.2 The Bank will not consider its client relationship to be formally established nor will it permit any activity over any account until all necessary verification documentation and processes have been completed to the full satisfaction of the Bank. The Bank reserves the right to return to the original transmitting bank any funds received before the completion of the Bank's verification procedures and the acceptance of the Account Holder as a client.
- 1.3 The Bank may at its sole discretion refuse to open an account and/or refuse to provide its services and shall not be under any obligation to give reasons for any such refusal.
- 1.4 It is the Bank's policy to conduct its business in such a way as to ensure that its services are made available only to those parties with a legitimate and legal purpose for the use of such services. In order to establish that this is the case and to enable the Bank to maintain its high quality of service to its clients, the Bank may from time to time request the Account Holder to provide additional or updated information to the Bank.

## **2. Notices, communications and instructions**

### **2.1 Notices and communications from the Bank**

- 2.1.1 All written notices and other communications from the Bank pursuant to these Terms and Conditions shall be deemed as duly given or made:
- i. in the case of personal delivery, when delivered;
  - ii. in the case of posting, two Business Days after dispatch by prepaid post to the address stated in the Account Application (or such other address as the Account Holder shall have last specified to the Bank in writing) regardless of whether it is returned undelivered;
  - iii. in the case of facsimile transmission, immediately following confirmation at the Bank's terminal of the acceptance of such transmission by a terminal with the correct facsimile number as stated in the Account Application (or such other facsimile number as the Account Holder shall have last specified to the Bank in writing); or
  - iv. in the case of email transmission, immediately following confirmation at the Bank's email server that the notice has been transmitted to the email address

stated in the Account Application (or such other email address as the Account Holder shall have last specified to the Bank in writing).

### **2.1.2 Death of individual clients**

In the case of death of an individual Account Holder and until receipt by the Bank of notice in writing of the grant of probate or representation or its equivalent to the estate of the deceased, any notice by the Bank in accordance with this clause and addressed to the deceased or to his or her personal representatives at the usual or last known address of the deceased shall for all purposes be deemed a sufficient service of notice by the Bank on the deceased and his or her personal representatives and shall be effectual as if the deceased were still living.

### **2.1.3 Correspondence**

The Account Holder assumes full responsibility for any consequences and possible damages resulting from the mailing or retaining of correspondence in accordance with the provisions and instructions contained within the Account Application and these Terms and Conditions, and the Bank is released from any duty or obligation of confidentiality and liability for losses, damages or inconvenience resulting from the Bank's compliance with such provisions and instructions.

### **2.2 Communications and instructions from or on behalf of the Account Holder**

- 2.2.1 Subject to these Terms and Conditions and the requests and authority of the Account Holder contained in the Account Application, the Bank will act on instructions given in writing (being handwritten, by facsimile or by email) by or on behalf of the Account Holder and addressed to and received by the Bank. Such instructions must, subject to clause 2.2.6, be made or given in English, be legible, unambiguous and signed by the Account Holder or in accordance with the Account Application. The Bank may in its absolute discretion however, but shall not be obliged to, accept instructions in a language other than English. In addition instructions may be given by or on behalf of the Account Holder via the Bank's online Secure Messaging Facility, which are governed by the Bank's separate online banking terms and conditions. Any communication or instruction given pursuant to this clause 2.2 shall be deemed to be served on the Bank once received.

The Bank is deemed to have acknowledged any instructions given by the Account Holder (or on its behalf) by acting upon them as soon as reasonably practical during working hours of a Business Day.

2.2.2 Where the Bank receives in its sole opinion unclear or conflicting instructions, it shall not be required to act upon those instructions until the ambiguity or conflict is resolved to its satisfaction.

2.2.3 The Bank shall, in all cases, have the right to determine the method by which it will effect instructions given to it by or on behalf of the Account Holder and the identity of any correspondent banks and/or agents necessary to effect the instructions.

#### 2.2.4 **Insufficient cover**

The Bank will only act on instructions given to it by or on behalf of the Account Holder where there is a sufficient credit balance available on an appropriate account of the Account Holder or where there is a sufficient pre-arranged borrowing limit, provided that the Bank may, at its absolute discretion, act on instructions where there is an insufficient credit balance or borrowing limit and any resulting overdraft balance, together with all accrued debit interest and charges, will be repayable by the Account Holder upon demand at any time by the Bank.

2.2.5 If the Bank has received from or on behalf of the Account Holder one single order or several different orders, the total amount of which exceeds the available credit balance or any pre-arranged borrowing limit of the Account Holder, the Bank shall be entitled to determine at its own discretion, and without regard to the date of the orders or the sequence of their receipt, if the order, or which of the orders, shall be carried out in part or in full or not at all.

#### 2.2.6 **Instructions by telephone, facsimile or email**

The Account Holder authorises the Bank to accept and execute instructions given by telephone, facsimile or email and the following conditions shall apply (whether or not in respect of internal or external payments and/or transfer of assets, including transactions in favour of third parties) in respect of such instructions:

- i. except in the case of wilful misconduct or negligence on the part of the Bank, the Bank shall not be held liable for the execution of such instructions

given by any person not actually authorised to give instructions in respect of the account on behalf of the Account Holder;

- ii. the Bank may, but shall not be under any obligation to, obtain confirmation of the instructions, including the amount and payment details, either in writing or orally from the Account Holder before acting on such instructions and assumes no liability for failing to do so. The Bank may, at its sole discretion, suspend the execution of instructions until any such confirmation has been received by the Bank. The Bank shall not be liable for any damage or loss caused by any such suspension;

- iii. any written confirmations of such instructions to the Bank shall prominently indicate that they confirm instructions given previously failing which the Bank shall not be responsible for any damage, loss or costs which may result from duplicate execution;

- iv. the Bank shall be entitled to rely on email or facsimile communications given or purported to be given by or on behalf of any person utilising the email address or facsimile number stated in the Account Application (or such other email address or facsimile number as the Account Holder shall have last specified to the Bank in writing) without enquiry as to the authority or identity of the person making such communication and regardless of the circumstances prevailing at the time of such communication.

#### 2.2.7 **Authentication and verification of signatures**

The Bank shall not be required to verify authenticity of any signatures otherwise than by comparison with the signatures appearing on the Account Application. The Account Holder shall bear all losses and damages arising from failure to detect invalid or forged instructions unless wilful misconduct or negligence on the part of the Bank can be proven.

### 2.3 Telephone recordings

The Bank reserves the right (but shall not be obliged) to use telephone recording equipment to record telephone conversations between the Bank and the Account Holder or any third party from time to time. In the event of any dispute arising from any such telephone conversation, the Account Holder agrees to accept the Bank's voice recording as conclusive evidence of the instructions or conversations recorded. All such recordings shall remain the sole property of the Bank.

### 2.4 Errors in transmission

Any loss or damage resulting from the use of postal services, telephone, facsimile, email or any other system of communication or of means of transportation, in particular but without limitation from delay, loss, forgery, error, misunderstanding, mutilation, duplication or otherwise, shall be borne by the Account Holder unless wilful misconduct or negligence on the part of the Bank can be proven.

## 3. Statements, reporting and adjustments

3.1 It is the responsibility of the Account Holder immediately on receipt of a statement of account, statement of deposit or other communication from the Bank to check the details and, having done so and believing that there is a discrepancy, to notify the Bank immediately.

3.2 Objections by the Account Holder regarding execution or non-execution of instructions of any kind and objections to any statement of account or statement of deposit or to any other communication must be made promptly upon receipt of the respective communication or statement by the Account Holder and in any event not later than 30 days after such communication has been dispatched by the Bank to the Account Holder. Otherwise, the execution or non-execution of the instruction as well as the relevant statements and communications are deemed to have been accepted as correct by the Account Holder, even if a possible confirmation to be signed by the Account Holder has not been received by the Bank.

3.3 The Bank shall however have the right at all times and without the Account Holder's consent to make any necessary adjustments to an Account Holder's account in respect of debits, credits, interest rates and value dates necessary to adjust any error or omission. The Account Holder agrees that if such action is taken by the Bank he shall hold the Bank harmless for, and release the Bank from, any loss that the Account Holder may incur or suffer.

3.4 In any case where the Bank inadvertently makes an incorrect entry to an account of the Account Holder (and whether or not either the Account Holder or the Bank has given notice of such entry to the other), the Bank is entitled to correct such incorrect entry by debit or credit to the account of the Account Holder

(whether or not the Account Holder shall have drawn against or otherwise relied upon the availability of such amount) and the sole liability of the Bank to the Account Holder in respect of such mistake shall be to account for any interest that would have been due to the Account Holder had the error not been made or to reimburse the Account Holder any interest and/or other charges levied solely as a result of such error.

## 4. Non-execution or belated execution

In the case of damage caused by the Bank's non-execution or belated execution of instructions, or by the Bank's wilful misconduct or negligence, in respect of any non-execution or belated execution the Bank shall be liable to the Account Holder for loss of interest only.

## 5 Interest, fees and charges

5.1 The Account Holder agrees that the Bank is entitled to and may charge any and all accounts in the name of the Account Holder with its customary interest, expenses, charges, commissions, fees, duties, taxes and inter-bank charges and commissions as set out in its published tariff, standard charge scale or other separate agreement with the Account Holder, as the same may be amended or varied from time to time and at any time.

5.2 In addition, the Account Holder agrees to reimburse the Bank for all costs, expenses, taxes, duties and out of pocket expenses properly incurred by the Bank or its advisers arising out of, or in connection with, these Terms and Conditions and/or the provision of Banking Services by the Bank to the Account Holder pursuant to these Terms and Conditions.

5.3 Interest is calculated on the cleared balance of the Account Holder's account. We may, without notice, vary interest rates (other than any account that has a fixed rate of interest for a specified period). Interest rates are available upon request and on the Bank's Website.

5.4 The Bank credits and debits any expenses, charges, commissions, fees, duties, taxes and inter-bank charges and commissions, at the time of the relevant transaction, monthly, quarterly, semi-annually or annually and/or at other times at its sole discretion.

## 6 Accounts in foreign currencies

6.1 Assets of the Bank corresponding with the Account Holder's credit balances in foreign currencies shall be deposited in that currency with correspondents of the Bank abroad as approved by the Bank, within or outside the respective currency area. The risk of any legal or administrative restrictions and all taxes and other charges levied in the relevant countries shall be borne by the Account Holder.

6.2 The Account Holder may dispose of his funds in foreign currencies by sale or transfer or by drawing or purchasing cheques and remittances, but not in any other manner, except with the prior consent of the Bank.

- 6.3 If the Account Holder holds several accounts, funds received by the Bank in a foreign currency shall be credited, at the Bank's sole discretion, to one of these accounts in the respective currency unless the Account Holder has given prior instructions to the Bank to the contrary.
- 7. Cheques, drafts and similar instruments**
- 7.1 Where the Account Holder tenders to the Bank, either directly or through another bank, cheques, drafts or other similar instruments for credit to an account of the Account Holder with the Bank, the Bank may, at its sole discretion decide whether such items are accepted on a "collection" or "negotiation" basis. In both cases however, the presentation by the Bank for acceptance on behalf of the Account Holder shall be handled with no liability on the part of the Bank.
- 7.2 Where such cheques, drafts, or other similar instruments are accepted by the Bank on a "negotiation" basis and the account of the Account Holder is credited prior to the relevant item being paid and the proceeds therefrom being at the Bank's free disposal, the Account Holder shall not assume that such items represent cleared funds (whether or not such credits have appeared on any statement of account). In such circumstances, the Bank shall have the right to debit the relevant account of the Account Holder with any item not subsequently paid. If such debit entry results in a debit balance on the Account Holder's account, all rights represented by or resulting from such instruments shall be vested in the Bank until the debit balance has been repaid to the Bank in full.
- 8. Foreign exchange**
- 8.1 The Bank will provide foreign exchange services to the Account Holder upon request and in the following circumstances:
- i. where a payment is made or an amount received in a currency other than the currency for which the Account Holder's account is to be charged or credited;
  - ii. where there are insufficient funds in the Account Holder's account in the currency of the payment but there are funds available in other currencies;
  - iii. where, on the Account Holder's specific request, some or all of the balance of the Account Holder's account in one currency is transferred to an account in another currency.
- 8.2 All transactions must be in a currency for which the Bank provides accounts and the rate of exchange will be determined by the Bank on the date and in the place it deems to be appropriate for each such foreign exchange transaction.
- 9. Fixed deposit accounts**
- 9.1 The Account Holder cannot withdraw funds from a fixed deposit account before the maturity date of that fixed deposit.
- 10. Joint accounts**
- 10.1 **Joint ownership**
- Where the Account Holder comprises more than one party, any reference to Account Holder in these Terms and Conditions shall be deemed to be a reference to each such party and all such parties as the context may require and the Bank shall treat all account balances and assets held as being jointly owned, legally and beneficially, by the Account Holders unless the Bank is advised to the contrary in writing.
- 10.2 **Joint and several liability**
- Each of the Account Holders is jointly and severally liable to the Bank for any and all obligations arising in connection with the services provided by the Bank to the Account Holders pursuant to these Terms and Conditions.
- 10.3 **Signing authority**
- Subject to any restriction or alternative authority or instruction in any Account Application, the Bank is authorised to act upon instructions (written or oral) provided to it by any one of the Account Holders and in accordance with these Terms and Conditions.
- If the Account Holders authorise the Bank to act upon instructions only provided to it by more than one or, as the case may be, all of the Account Holders, such regulation and authority shall be valid and binding only as long as the minimum number of Account Holders necessary for a valid signature shall be alive and have full capacity. Once this condition shall no longer be met, the remaining Account Holder(s) shall automatically become entitled to dispose jointly or solely, as the case may be, and the Bank shall be fully released upon execution of instructions given by one or more such remaining Account Holder(s) also towards the other Account Holder(s) or their heirs or successors.
- 10.4 **Entitlement**
- Each of the Account Holders is entitled to dispose as a joint owner, with sole or joint signature as determined above, of the assets and funds deposited with the Bank, without any restrictions whatsoever, to give instructions to the Bank, to sign receipts, approvals of statements etc. and to engage the Account Holders towards the Bank for credits or otherwise. The Bank shall be fully released towards all of the Account Holders when following instructions given in accordance with the signing authorities above.

**10.5 Death, incapacity, missing person declaration or bankruptcy**

In the case of death, incapacity, missing person declaration or bankruptcy of one Account Holder, the other Account Holder(s) remain(s) entitled to act towards the Bank as provided above, and any heirs, executors or guardians of the deceased or incapacitated Account Holder, and any authorities of any kind representing him or her are expressly excluded from making dispositions of any kind and from giving orders or instructions to the Bank, and the representatives or heirs of a deceased or incapacitated Account Holder shall have no rights whatsoever towards the Bank, except that the heirs of the last deceased Account Holder shall succeed to him or her.

**10.6 Inward remittances**

The Bank shall credit remittances received solely in favour of one individual Account Holder to a joint account to the joint account, unless a separate account exists with the Bank in the sole name of the relevant individual Account Holder or unless the Bank has received prior written instructions to the contrary.

**10.7 Relationship between the Account Holders**

These provisions only define the legal relationship between the Account Holders and the Bank, and do not affect the relationship(s) between and amongst each of the Account Holders or their entitled parties, in particular with respect to property rights relating to assets deposited with the Bank.

**11. Overdrafts**

**11.1** The Account Holder agrees to maintain all accounts with the Bank in credit at all times unless a borrowing arrangement has been agreed in advance in writing with the Bank.

**11.2** Any unauthorised overdraft shall accrue interest at the Bank's base lending rate plus 3%.

**12. Right of lien, pledge, set-off, combination and currency conversion**

**12.1** In consideration of the Bank providing Banking Services and/or credit and/or accommodation of whatever nature to the Account Holder, whether pursuant to these Terms and Conditions or otherwise, the Account Holder agrees that:

- i. in respect of all assets, rights and interests held by the Bank for the account of the Account Holder, whether directly or with the Bank's correspondents, the Bank shall have a right of lien and pledge for all its claims against the Account Holder, present or future, due or not due, actual or contingent, secured or unsecured;

ii. in addition to the Bank's rights hereunder and to all customary or other rights of set-off and any similar express or implied rights, the Bank may at any time as a continuing right at its discretion and without notice or demand:

- a. combine or consolidate all or any of the Account Holder's accounts held with the Bank with any liabilities owed by the Account Holder to the Bank; and
- b. set off, transfer, retain or appropriate any sum or sums standing to the credit of any one or more of such accounts in or towards the satisfaction of any of the Account Holder's liabilities to the Bank on any other account or in any other respect

whether such liabilities be matured, unmatured, present, future, contingent, primary, collateral, several or joint and in whatever currency to the fullest extent permitted by and available to the Bank under any law; and

iii. the Bank may at any time as a continuing right without notice or demand convert from one currency to another any money in any account of the Account Holder with the Bank at the Bank's prevailing exchange rate for the sale of such other currency against the existing currency. Any risk or loss arising from conversion of any amount from one currency to another or from any fluctuation in any exchange rates and all expenses in connection therewith shall be borne by the Account Holder.

**13. Account Holder's representations, warranties and undertakings**

**13.1** The Account Holder represents and warrants to the Bank that:

- i. all information supplied in the Account Application is correct;
- ii. it is and will remain the beneficial owner of all credit balances held by the Bank for its account;
- iii. the creation of the lien, pledge and right of set-off pursuant to clause 12 will not and does not contravene any restriction to which the Account Holder's credit balances may be subject;
- iv. such credit balances are and will remain free from any lien or charge, other than any created or purported to be created pursuant to these Terms and Conditions;
- v. it has the necessary legal capacity, power and authority to enter into and employ the Bank under these Terms and Conditions and to

- perform and observe its obligations hereunder and its entry into and/or performance of or observance of its obligations under these Terms and Conditions does not and will not violate in any material way any law or other regulation of any competent Authorities to which it is subject or which is applicable to it nor any of the terms of any other agreement, deed, licence, order, obligation or document to which it is a party or which in any way affects or is related to it;
- vi. it has taken all necessary action to authorise and procure the execution, delivery and performance of these Terms and Conditions and all consents, licences, approvals and authorisations of and any registration with any Authorities required in connection with such execution, delivery and performance and the enforceability of these Terms and Conditions have been obtained and are in full force and effect;
- vii. there is no litigation or proceedings against or (to the best of its knowledge and belief) threatened against it which might have a materially adverse effect on its financial condition, business or assets and it is not in default under any agreement to which it is a party or by which it may be bound where such default might have a material adverse effect on its business, assets or condition;
- viii. where the Account Holder is acting in its capacity as a trustee:
- a. it has the legal capacity and power to act as a trustee;
  - b. it has been and remains duly and validly appointed as such;
  - c. it has the power under the terms of the trust and at law to engage the Bank in the manner set out in these Terms and Conditions;
  - d. the trust is duly constituted and validly existing under the laws of the jurisdiction of its constitution;
  - e. it is the present and sole trustee of the trust (unless it has notified the Bank in writing to the contrary);
  - f. it is in full compliance with its obligations as trustee (including under the applicable trust deed or other constitutional or appointing documents of the trust) and it is not in breach of trust;
  - g. it has a full and unconditional right to be reimbursed and indemnified out of the assets of the trust for all expenses, costs and liabilities incurred by it under or in connection with these Terms and Conditions and in the proper exercise of its rights and powers as trustee;
- h. the right of reimbursement and indemnity referred to in clause 13.1.viii.g is in full effect and has not been diminished or become void or unenforceable to any extent;
- i. the Bank is entitled to be subrogated to the right of reimbursement referred to in clause 13.1.viii.g to the fullest extent possible, free of any interest of any third party; and
- j. any lien or pledge granted by it under these Terms and Conditions constitutes a first priority charge over the relevant secured assets enforceable against, and having priority over the interests of any liquidator or trustee in bankruptcy of the settlor of the trust or any other person, any third party creditor of the trust, any beneficiary under the trust and any other person;
- ix. it is entering into these Terms and Conditions solely on the basis set out herein and not in reliance on any representations made to it by the Bank or in any other document or otherwise; and
- x. the representations and warranties in this clause 13.1 shall be deemed to be repeated by the Account Holder, with reference to the facts and circumstances then existing, on and as of each day from the date of the Account Application until all liabilities and obligations of the Account Holder to the Bank under these Terms and Conditions have been satisfied in full.
- 13.2 The Account Holder undertakes not to cause or permit any lien or charge to arise over the Account Holder's credit balances in any case without the prior written consent of the Bank, which consent shall not be unreasonably withheld and where the Account Holder is a trustee it irrevocably and unconditionally waives its right of lien under section 44 of the Trusts (Guernsey) Law, 2007 in relation to the accounts, account balances and interest or other income deriving from the accounts.
- 13.3 The Account Holder undertakes to keep all information about its account confidential and to safeguard against improper or unauthorised use of or access to the Account Holder's account.
- 13.4 The Account Holder warrants and represents that any information provided to the Bank in relation to status, residence and domicile (or, where relevant, that of the trust or occupational pension scheme of which the Account Holder is a trustee) for taxation purposes is complete and correct and undertakes

forthwith to provide any further information properly required by any competent Authorities. Furthermore, the Account Holder agrees to provide the Bank with any other information which it may from time to time reasonably request.

- 13.5 The Account Holder agrees to notify the Bank promptly if there is any material change in any information that the Account Holder has provided to the Bank (giving full particulars of that change), acknowledges that the Bank may specify by written notice what would be considered a material change for the purposes of these Terms and Conditions and warrants that any such further details or particulars of change provided or given will be complete and correct. In accepting these Terms and Conditions, the Account Holder acknowledges and accepts that a failure to provide such information may adversely affect the ability of the Bank to provide its services to the Account Holder.

#### **14. Exclusion of liability and indemnity**

- 14.1 The Bank shall not be under any liability whatsoever for any loss or damage sustained by the Account Holder arising from or in connection with the provision of any services to which these Terms and Conditions apply, except in so far as and then only to the extent that such loss or damage is caused by wilful misconduct or negligence or fraud on the part of the Bank or on the part of its Associates or nominee companies.

- 14.2 The Bank will not be responsible for any default by any counterparty, bank, custodian, sub-custodian, agent, broker or any other person engaged by the Bank for the services under these Terms and Conditions unless the Bank has failed to select them, or monitor their performance, with due care.

- 14.3 The Bank shall not in any circumstances be liable for any consequential, special, secondary or indirect loss, damage or injury which arise or for any loss of or damage to goodwill, profits or anticipated savings.

- 14.4 No claim may be made against the Bank unless notice of such claim giving reasonable details shall have been received by the Bank within 90 calendar days after the act, event or omission giving rise to such claim.

- 14.5 Unless otherwise stated in this clause, neither the Bank nor its Associates shall be liable for any losses, costs or expenses suffered or incurred by the Account Holder howsoever arising.

- 14.6 The Bank is not responsible for the acts or omissions, default or insolvency of any adviser or agent of the Account Holder or any third party clearing system, broker, counterparty, issuer or provider of any investments.

#### **15. Events beyond the Bank's control (force majeure)**

- 15.1 Save as expressly provided in these Terms and Conditions, the Bank shall not be liable to the Account

Holder for any failure to perform any of the Bank's obligations under these Terms and Conditions or the Account Application by reason of any cause beyond the Bank's reasonable control, including without limitation:

- i. the outbreak of war and hostilities or any other international calamity or political crisis, including any act of terrorism;
- ii. earthquake, hurricane, typhoon, flood or other natural disaster;
- iii. the suspension of trading on securities or investment exchange for the fixing of minimum or maximum prices for trading on securities;
- iv. any regulatory ban on the activities of the Bank;
- v. a banking moratorium having been declared by legal edict or by appropriate Authorities;
- vi. any breakdown, malfunction or failure of transmission, communication or computer facilities;
- vii. industrial action, acts and regulations of any governmental or supra national bodies or Authorities; or
- viii. the failure of any relevant intermediate broker, agent of the Bank, appointed provider, custodian, sub-custodian, dealer, exchange clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations;

and the effect of such event(s) as mentioned above is such that the Bank is not in the position to take reasonable action to cure the default. The Bank shall endeavour to give written notice to the Account Holder containing full particulars of event(s) which put the due performance of any obligations under these Terms and Conditions beyond the Bank's control but shall not be responsible for any failure for any reason to inform the Account Holder promptly or at all.

#### **16 The Bank's Compliance Obligations**

- 16.1 The Bank may request additional information about any transaction on the Account Holder's account to meet its regulatory or compliance obligations and the Account Holder agrees to provide such information to the Bank.

- 16.2 The Bank reserves the right to withhold or suspend payments to or from the Account Holder when it is required to comply with its legal or regulatory obligations.

- 16.3 The Bank may take any Financial Crime Discretionary Action which may include but is not limited to:

- i. screening, intercepting and investigating any instruction, communication, drawdown request, application or banking services, or any payment sent to, by or on behalf of the Account Holder;

- ii. investigating the source of or intended recipient of funds;
- iii. combining Account Holder information with other related information in the Bank's possession;
- iv. making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the Account Holder's identity and status;
- v. consulting with, and/or seeking consents from, the Authorities in relation to the Bank's execution of any instruction, communication, drawdown request, application for Banking Services, or any payment sent to, by or on behalf of the Account Holder; and/or
- vi. withholding or suspending payments to or from the Account Holder's account, including (without limitation) where such consent sought from the Authorities is not granted but no formal freezing order is in place.

16.4 The Account Holder acknowledges and agrees that any Financial Crime Discretionary Action carried out by the Bank may result in the Bank delaying, blocking or refusing any payment or the provision of all or part of the Banking Services in accordance with these Terms and Conditions (including, for the avoidance of doubt, closing the Account Holder's account) and the Bank shall not be liable to the Account Holder or any third party in respect of any losses or costs suffered or incurred by, or any action or suit brought by, the Account Holder or a third party in connection with any Financial Crime Discretionary Action or such consequences thereof.

16.5 The Bank will notify the Account Holder before taking any action contemplated in clauses 16.2 and 16.3 and inform the Account Holder of its reasons for doing so unless it is unable to contact the Account Holder or to do so would, in the Bank's sole and absolute discretion, be unlawful or compromise its security procedures.

## 17. Confidentiality

The Associates of the Bank are contractually bound to observe confidentiality in regard to all business transactions between the Bank and the Account Holder. The Bank reserves the right for itself, its Associates and the professional advisers of the Bank and its Associates to make such disclosures as may be required in conformity with any order or request issued by any Authorities having jurisdiction over the Bank, its Associates or any such professional advisers. The Bank is also entitled to make disclosure, including the identity of the Account Holder, in accordance with any law and in connection with any Financial Crime Discretionary Action. The Bank is further released from its duty of confidentiality to the Account Holder in relation to legal proceedings between the Bank and the Account Holder.

## 18. Data protection

18.1 The Bank will handle all personal data that it receives or collects in accordance with Applicable Data Protection Laws. Further information about what personal data the Bank collects and how the Bank uses it and the Account Holder's rights in relation to its personal data, are described in the Bank's Data Privacy Notice in the Appendix.

18.2 In respect of any personal data relating to a third party that the Account Holder provides to the Bank, the Account Holder must: (i) have satisfied a statutory ground under Applicable Data Protection Laws permitting the Account Holder to transfer the relevant personal data to the Bank; (ii) have notified the third party that the Account Holder is providing their personal data to the Bank and explained the reasons for this; (iii) draw the third party's attention to the Bank's Data Privacy Notice; (iv) promptly notify the third party of any changes to the Bank's Data Privacy Notice that the Bank notifies the Account Holder of; and (iv) comply with its obligations in respect of Applicable Data Protection Laws.

18.3 If the Account Holder is a corporate entity, the Account Holder must notify its employees, officers and beneficial owners that the Bank may process their personal data in connection with these Terms and Conditions. The Account Holder must also draw their attention to the Bank's Data Privacy Notice.

18.4 The Bank reserves the right to (and the Account Holder agrees that the Bank may, and in doing so releases the Bank from its duty of confidentiality in connection therewith) provide information concerning the Account Holder's personal data to Authorities in other countries with whom the Bank or any Associate may need, or reasonably believes they may need, to share information, whether now or at a future date, about the Account Holder's relationship with the Bank, including information about the Account Holder's account(s). The Bank or any Associate may share this information with the relevant Authorities directly, or through Authorities in its own jurisdiction. The Bank or any Associate may also require the Account Holder to provide the Bank or any Associate with more information about the Account Holder's identity, tax residence, nationality, ultimate owners, controlling persons and status so that the Bank or any Associate can meet what they perceive to be their obligations to Authorities. The Account Holder irrevocably acknowledges that: (i) the Bank may disclose that information to such Authorities; and (ii) that if the Account Holder does not provide the Bank or any Associate with the information (whether listed above or not) that they need or reasonably believe they need, the Bank or any Associate may have to make deductions from amounts paid to the Account Holder, close the account, or both. Further, the Account Holder authorises the Bank as agent for the Account Holder and in the Account Holder's name and on behalf of

the Account Holder to complete, execute, and deliver any declaration of residence or domicile (or similar document) and any ancillary documentation (including making the disclosure referred to above) for taxation purposes. The Bank may deliver those documents to paying agents or other third parties (including its own Authorities) where appropriate and that information may be made available to the local Authorities or to the Authorities of the Account Holder. This authority is irrevocable.

- 18.5 The Account Holder acknowledges its obligations to provide information to the Bank in connection with clause 18.4 and that a failure to accurately provide and update that information could put the Bank or its Associates in breach of their obligations under the Foreign Account Tax Compliance Act, Common Reporting Standards or any similar legislation enacted by a foreign government, any intergovernmental agreement that the States of Guernsey may enter into with the governments of other jurisdictions and / or any legislation which enacts the terms of such foreign legislation or intergovernmental agreements into Guernsey domestic legislation.

#### **19. Professional advice**

For avoidance of doubt, the Terms and Conditions set out herein do not in any way constitute any professional advice (such as legal, investment or tax advice) and the Bank is not and will not provide any such advice under any circumstances. The Account Holder should seek its own independent professional advice.

#### **20. Website**

- 20.1 The Bank, its employees or agents, and any third party providers of content do not provide any, and disclaim all and any warranties whatsoever in respect of the contents of the Bank's Website that the Account Holder may access.
- 20.2 The information on the Bank's Website is provided on an "as is, as available" basis. The Bank does not expressly or impliedly warrant or represent in any way whatsoever, to the fullest extent permitted by law, that the Bank's Website and any third party software and or content in connection with the Bank's Website is or will be:
- i. accurate, adequate, complete, timely, error-free, available, functional, secure or suitable for the Account Holder's use; and
  - ii. free of errors, omissions, technical and computer failures, free of viruses or other such damaging or harmful software.
- 20.3 The Account Holder's use of the Bank's Website is solely at the Account Holder's own risk. The Account Holder shall be solely responsible for the security and protection of their own password and access details, computer, computer system and information or data

contained therein, such as installing firewalls, anti-virus, anti-spyware, security updates and taking all necessary and prudent security or safety precautions.

- 20.4 The Account Holder agrees that the Bank shall, in no event, be liable for any direct or indirect, losses, costs, expenses, damages, special incidental consequential damages, penalties, fines, any other liabilities, to the fullest extent permitted by law, in connection with and or arising from the Account Holder's use or inability to use the Bank's Website.

#### **21. Amendment of Terms and Conditions**

The Bank reserves the right at its sole discretion at any time or times to review and waive, vary or amend any of these Terms and Conditions. Any such waiver, variation or amendment shall take effect thirty days after written notice thereof has been given by the Bank to the Account Holder.

#### **22. Termination of business relationship**

In the absence of any written agreement to the contrary, the Bank reserves the right to terminate existing business relations (including, for the avoidance of doubt, closing the account(s) of the Account Holder) between the Bank and the Account Holder at any time and to cancel promised or granted credits with immediate effect whereupon any obligations of the Account Holder, including the payment of any and all charges, fees and other amounts due, shall become immediately payable. If the Account Holder requests the Bank to transfer the credit balance on any account of the Account Holder's account balance, the Account Holder will pay the Bank's fees and charges in relation thereto. Following the closure of account(s) the Account Holder shall return all cheque books and any other property relating to the account(s) to the Bank. Closure of the account(s) and/or termination of the business relations between the Bank and the Account Holder will be without prejudice to the rights or liabilities of either party which have arisen prior to the date of closure or termination.

#### **23. Suitability advice disclaimer**

The Bank neither provides nor purports to provide advice on the appropriateness or suitability of services or facilities for an Account Holder's particular personal circumstances, including without limitation the Account Holder's investment needs and tax position and circumstances. The Account Holder and any professional adviser of the Account Holder are solely responsible for the arrangement, structuring and management of the Account Holder's banking and investment affairs in the manner that they solely consider appropriate. The Bank accepts no responsibility for any investment or tax consequences of anything done, or not done, within the scope of its authority.

## **24. Regulatory Information**

The Bank is regulated in Guernsey by the Guernsey Financial Services Commission pursuant to the Banking Supervision (Bailiwick of Guernsey) Law, 1994. The Bank's principal place of business in Guernsey is St Julian's Court, St Julian's Avenue, St. Peter Port, Guernsey, GY1 3BP. These Terms and Conditions and all transactions carried out pursuant to them are subject to all laws and regulations. If there is any conflict between such requirements and these Terms and Conditions, the former will prevail.

## **25. Protection of Deposits**

The Bank is a participant in the Guernsey Banking Deposit Compensation Scheme (the "Scheme"). The Scheme offers protection for Qualifying Deposits (as defined by the Scheme) being mainly deposits from retail account holders wherever they live, up to GBP 50,000 per Qualifying Deposit and per Licensed Bank (as defined by the Scheme), subject to certain limitations. As such, if an Account Holder has more than one account with the Bank, then the Qualifying Deposits in all of those accounts will only be covered up to an aggregate of GBP 50,000. The Scheme treats deposits in a joint account as a deposit made separately by each joint account holder, therefore the holders of a joint personal account will each be entitled up to GBP 50,000 in compensation for any Qualifying Deposits. The maximum total amount of compensation is capped at GBP 100,000,000 in any five year period. Further details on the Scheme are available from the Scheme's website: [www.dcs.gg](http://www.dcs.gg) or by telephone: +44 1481 722756. The figures in this clause are correct as at the date of these Terms and Conditions.

## **26. Complaints**

In the event that the Account Holder wishes to raise a complaint regarding the account or any agreement, the Account Holder should contact the Bank in writing providing full details of the complaint. Any such complaints will be handled in accordance with the Bank's complaint procedure, details of which are available upon request.

## **27. Severability and partial invalidity**

- 27.1 All the provisions of these Terms and Conditions are severable and distinct from one another and the legality, validity and enforceability of any provision is not affected or impaired by the legality, invalidity or unenforceability of any other provision.
- 27.2 If any provision or term of these Terms and Conditions or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from these Terms and Conditions and shall be deemed to be deleted from these Terms and Conditions provided always that, if any such deletion substantially affects

or alters the commercial basis of these Terms and Conditions, the Bank and the Account Holder shall negotiate in good faith to amend and modify the provisions of these Terms and Conditions as may be necessary or desirable in the circumstances.

## **28. No implied obligations**

The Bank shall only perform the duties and responsibilities referred to in these Terms and Conditions, and no covenant or obligation shall be implied against the Bank.

## **29. Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of the Bank any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. All of the Bank's rights under these Terms and Conditions are cumulative, and may be exercised when and as often as the Bank considers appropriate, and are in addition to the Bank's rights under statute and under the common law.

## **30. Governing law and jurisdiction**

These Terms and Conditions and the rights of the Account Holder and the Bank pursuant hereto are governed by and construed in accordance with the laws of the Island of Guernsey. In the event of any claim, dispute or difference arising out of or in connection with these Terms and Conditions the Account Holder and the Bank irrevocably agree and submit for the Bank's exclusive benefit to the exclusive jurisdiction of the courts of the Island of Guernsey except that nothing in this clause shall be taken to have limited the Bank's right to proceed in the courts of any other competent jurisdiction.

# Appendix

## Data Privacy Notice

Rothschild & Co is responsible for ensuring that it uses your personal data in compliance with data protection law. The purpose of this notice is to explain what personal data Rothschild & Co collects and how Rothschild & Co uses it. For the purposes of data protection law, Rothschild & Co is a data controller in respect of your personal data.

“Personal data” is any data that can be used to identify you or that Rothschild & Co can link to you and which Rothschild & Co has in its possession or control.

### A.1 Personal data that Rothschild & Co collects

Rothschild & Co will collect and process the following personal data:

- (a) **Information that you or someone acting on your behalf provides to Rothschild & Co or its Associates.** This includes information about you that you give Rothschild & Co by filling in forms or by communicating with Rothschild & Co, whether face-to-face, by phone, email or otherwise.
- (b) **Information Rothschild & Co collects or generates about you.** This includes:
  - information about your or the relevant client or account holder’s transactions and financial information;
  - data that Rothschild & Co collects about your use of Rothschild & Co’s IT systems (e.g. ArrowOnline);
  - reports for tax reporting (e.g. Foreign Account Tax Compliance Act) or compliance with legal or regulatory obligations (e.g. suspicious activity reports);
  - recordings of telephone calls between you and Rothschild & Co.
- (c) **Information Rothschild & Co obtains from other sources.** This includes:
  - referrals from intermediaries (e.g. professional advisers);
  - personal data that Rothschild & Co collects from background checks Rothschild & Co may perform on you which may include electronic identity verification, your credit history (as relevant to banking services), your directorships (if any) and enhanced due diligence reports;
  - personal data that Rothschild & Co collects from data bases, portals and public information including adverse media checks.

### A.2 Uses of your personal data

- (a) Personal data may be stored and processed by Rothschild & Co in the following ways and for the following purposes:
  - to provide Rothschild & Co’s products and services, including processing instructions and providing confirmations, advice and statements;
  - to assess and process applications, verify your identity (including for credit assessment and fraud prevention purposes), assess your ability to meet your financial commitments and manage Rothschild & Co’s relationship with you;
  - to contact you in connection with your account with Rothschild & Co and the products and services that Rothschild & Co provides to you;
  - to perform the contract with you (including performing Rothschild & Co’s obligations and exercising Rothschild & Co’s rights under the relevant Terms and Conditions);
  - to engage in marketing and business development activity and to advise you of other products and services similar to those which you receive from Rothschild & Co;
  - to notify you about changes to Rothschild & Co’s service;
  - to carry out financial risk assessments and for risk reporting and risk management;
  - to comply with Rothschild & Co’s legal and regulatory obligations. This includes reporting to the relevant authorities, complying with anti-money laundering obligations and tax reporting obligations;
  - to prevent and respond to actual and potential fraud or illegal activities; or
  - to look into any complaints or queries you may have.
- (b) Rothschild & Co is entitled to use personal data in these ways because:
  - Rothschild & Co needs to do so in order to perform its obligations and exercise its rights in connection with your contract with Rothschild & Co (or in order to take steps, at your request, in preparation for entering into a contract with you);

- Rothschild & Co has legal and regulatory obligations that Rothschild & Co has to discharge;
- Rothschild & Co may need to do so in order to establish, exercise or defend its legal rights or for the purpose of legal proceedings; or
- the use of personal data as described is necessary for Rothschild & Co's legitimate business interests (or the legitimate interests of one or more of Rothschild & Co's Associates), where those interests are not overridden by prejudice to your privacy, such as:
  - to effectively and efficiently administer and manage the operation of the Rothschild & Co Group business and websites;
  - to undertake business research and analysis;
  - to maintain compliance with internal policies and procedures; or
  - to maintain effective information management systems.

### A.3 Disclosure of personal data to third parties

- (a) Rothschild & Co may disclose personal data to its Associates in the circumstances described below:
- to provide the services, products or accounts or perform its obligations in connection with your contract;
  - for the management and administration of the Rothschild & Co Group business;
  - for internal policies and procedures within the Rothschild & Co Group;
- Where personal data is disclosed to its Associates, Rothschild & Co will take steps to ensure that the personal data is accessed only by those persons who need to do so for the purposes described in this notice.
- (b) Rothschild & Co may also disclose personal data outside of Rothschild & Co and its Associates, as follows:
- to third party agents, service providers or contractors, bound by obligations of confidentiality, who will only use personal data on Rothschild & Co's behalf for the purposes described in this notice;
  - to third parties relevant to the investment management and/or custodial services that Rothschild & Co provides. This may include for example counterparties to transactions, professional advisers, stock exchanges or regulators;

- to credit reference agencies for verification and credit reference purposes and to debt recovery agencies if you default on a debt. Credit reference agencies may retain a record of searches or enquiries undertaken by Rothschild & Co in respect of you which may form part of your credit history;
- to the prospective buyer, for due diligence purposes, if Rothschild & Co and/or Rothschild & Co's Associates restructure or sell any of its business or assets;
- to the extent required by law, regulation or court order for example if Rothschild & Co is under a duty to disclose personal data in order to comply with any legal or regulatory obligation; and
- in order to establish, exercise or defend Rothschild & Co's legal rights, for example if Rothschild & Co needs to obtain external legal advice or provide personal data in connection with judicial proceedings.

### A.4 Transfers of personal data outside the European Economic Area

- (a) Personal data may be transferred to, and stored at, a destination outside the European Economic Area ("EEA") and Guernsey. It may also be stored and processed by staff operating outside of the EEA and Guernsey, who work for Rothschild & Co's Associates or Rothschild & Co's suppliers.
- (b) Where Rothschild & Co transfers personal data outside the EEA and Guernsey, Rothschild & Co will ensure that it is protected in a manner that is consistent with how personal data will be protected by Rothschild & Co in the EEA and Guernsey. This may be achieved in one of the following ways:
- the country that Rothschild & Co sends the data to might be approved by the European Commission; or
  - the recipient might have signed a contract based on "model contractual clauses" approved by the European Commission, obliging them to protect the personal data that they receive; or
  - where the recipient is located in the US, it might be a certified member of the EU-US Privacy Shield scheme.
- (c) In other circumstances the law may permit Rothschild & Co to otherwise transfer personal data outside the EEA and Guernsey. In all cases, however, Rothschild & Co will ensure that any transfer of personal data is compliant with Applicable Data Protection Laws.

- (d) You can obtain further details of the protection given to your personal data when it is transferred outside the EEA and Guernsey (including a copy of the standard data protection clauses which Rothschild & Co has entered into with recipients of your personal data) by contacting Rothschild & Co in accordance with the “Contacting Rothschild & Co” section below.

### A.5 Retention of personal data

How long Rothschild & Co holds personal data for will vary. The retention period will be determined by various criteria including:

- (a) the purpose for which Rothschild & Co is using it – Rothschild & Co will need to keep the data for as long as is necessary for that purpose; and
- (b) legal obligations – laws or regulation may set a minimum period for which Rothschild & Co has to retain personal data.

### A.6 Rights in relation to personal data

- (a) You have a number of legal rights in relation to the personal data that Rothschild & Co holds about you. These rights include:

- the right to obtain information regarding the processing of your personal data and access to the personal data which Rothschild & Co holds about you (subject to certain exceptions as set out in Applicable Data Protection Laws);
- the right to request that Rothschild & Co rectify your personal data if it is inaccurate or incomplete;
- the right to request that Rothschild & Co erase your personal data in certain circumstances. Please note that there may be circumstances where you ask Rothschild & Co to erase your personal data but Rothschild & Co is legally entitled or required to retain it;
- the right to object to, and the right to request that Rothschild & Co restrict, its processing of your personal data in certain circumstances. Again, there may be circumstances where you object to, or ask Rothschild & Co to restrict, its processing of your personal data but Rothschild & Co is legally entitled to continue processing your personal data and / or to refuse that request;
- in some circumstances, the right to receive some personal data in a structured, commonly used and machine-readable format and/or request that Rothschild & Co transmit such data to a third party where this is technically feasible. Please note that this right only applies to personal data which you have provided to Rothschild & Co and is subject to certain exceptions as set out in Applicable Data Protection Laws;

- the right to withdraw your consent, although in certain circumstances it may be lawful for Rothschild & Co to continue processing your data where Rothschild & Co has another legitimate reason (other than consent) for doing so. Rothschild & Co is not relying on your consent in order to process your personal data for the purposes and in the manner set out in this notice;
- the right to lodge a complaint with the data protection regulator (details of which are provided below) if you think that any of your rights have been infringed by Rothschild & Co. You also have the right to appeal (i) decisions of the data protection regulator and (ii) against any failure of the data protection regulator to notify you of any investigations or the progress of those investigations; and
- where Rothschild & Co Bank International Limited is the data controller, the right in certain circumstances to be notified of rectification, erasure and restrictions in respect of the personal data.

- (b) You can exercise your rights by contacting Rothschild & Co using the details set out in the “Contacting Rothschild & Co” section below.

- (c) You can find out more information about your rights by contacting, as applicable, the UK data protection regulator, the Information Commissioner, or by searching their website at <https://ico.org.uk/> or the Guernsey data protection regulator, the Guernsey Data Protection Commissioner at [enquiries@dataci.org](mailto:enquiries@dataci.org) or by searching their website at <https://dataci.gg>.

### A.7 Contacting Rothschild & Co

If you would like further information about Rothschild & Co’s processing of your personal data or the exercise of any of the rights referred to above, please address questions, comments and requests to the Data Protection Officer of the Rothschild & Co Group at [data.protection@rothschildandco.com](mailto:data.protection@rothschildandco.com)

**Rothschild & Co Bank International Limited**

St Julian's Court, St Peter Port, Guernsey, GY1 3BP

Telephone: +44 (0)1481 713713

[rothschildandco.com](http://rothschildandco.com)

Registered number 1088 Guernsey

Registered office as shown

Licensed and regulated by the Guernsey Financial Services Commission  
for the provision of Banking, Investment and Credit services