

# Supplement to Barclays Terms (Wealth and Investment Management) 31 December 2012

This supplement applies only to services that Barclays provides to you from the UK. It does not apply in relation to any services that Barclays provides to you from Cyprus, Gibraltar, Guernsey, Ireland, Isle of Man or Jersey. If you have any questions about which terms apply, please ask your usual contact at Barclays.

## Supplement to Advisory Services Terms

The Barclays Terms (Wealth and Investment Management) contain a section in Part 3 of Section B entitled "Our Advisory Services". That section has been deleted and replaced with the wording set out below.

### Part 3 – Our Advisory Services

#### 1. The nature of Advisory Services

1.1 When we provide an "Advisory Service", we advise you on:

- (a) entering into an investment or other transaction (this includes buying, selling or holding investments); and
- (b) exercising any rights you have in relation to your investments.

1.2 Depending on the Advisory Service we agree to provide you, the extent of our obligations to give you advice may differ:

- (a) where we offer to provide you with an ongoing advisory service, such as a Non-Discretionary Investment Management Service, Advisory Portfolio Management or an Advisory Investment Service, we will regularly review the suitability of your Account or portfolio, based on an assessment of your requirements and advise you on proposed investment decisions with reference to your Investment Strategy;
- (b) where you receive any other form of advisory service, and unless we agree otherwise, we may provide advice from time to time but are under no obligation to provide proactive

advice and have no ongoing obligation to advise you on or monitor any individual investment or portfolio of investments held with us or otherwise.

1.3 While we seek to ensure that our advice is suitable for you, all decisions on whether to invest in, hold or dispose of any asset are yours and we will only enter into transactions as you instruct. You can choose to invest against our advice and you have the right to decline to follow our advice.

1.4 We are not responsible for the impact of any taxes, for instance capital gains tax, income tax, or inheritance tax, when recommending specific transactions. As a consequence, transactions we recommend may result in a tax liability for you. The clause, "Tax and Legal Affairs" in Schedule 2 ("Investment Risk Warnings"), sets out your responsibility for the management of your tax and legal affairs.

1.5 We will give you investment recommendations which we reasonably consider suitable, having regard to your Investment Objective, subject to any restrictions in your Investment Strategy or that otherwise apply to these services.

1.6 We will use reasonable endeavours to give you advice so that you achieve the Investment Objective but will not be responsible if the Investment Objective is not achieved, whether or not you acted upon our recommendations.

#### 2 Ongoing advisory services

2.1 We will keep your portfolio under review to determine whether the assets in your portfolio remain invested in a manner which is consistent with the Investment Strategy and will make recommendations to you when we believe you should make changes to the contents of your portfolio. We will carry out a formal portfolio review twice every year or at such other intervals as we agree with you.

### 3 The scope of our advice

- 3.1 Our Advisory Services cover a specific range of transactions and investments and will depend on any limitations that we may tell you about.
- 3.2 When we want to make an investment recommendation, we will make all reasonable efforts to contact you using the agreed channels and the most recent and updated contact details we hold for you. However, we will not be liable where we try, but are unable, to contact you.
- 3.3 In providing advice, we will agree with you the extent to which we are obliged to take account of any cash or other assets which you hold with us or any Barclays Group company outside of your investment portfolio.
- 3.4 We may recommend investments in Unregulated Collective Investment Schemes.

### 4 Risks

- 4.1 You acknowledge that our Advisory Services may not be suitable for all investors and that:
  - (a) a trading strategy investing in high risk investments over a short period of time may result in significant losses including the loss in value of your entire investment;
  - (b) you should only commit sums to investments that you are willing and able to put at risk and should seek advice from us or a third party professional adviser about the level of commitment that is right for you before receiving an Advisory Service;
  - (c) once you have committed Funds to an Account connected with an Advisory Service, you remain free to instruct us to withdraw the Funds at any time, subject to any limitations in the terms of your investments (eg structured products);
  - (d) where we provide a Non-Discretionary Investment Management Service or Advisory Portfolio Management, we will not be advising you on the correct course of action to meet your wider financial needs; and

(e) you should seek advice if your financial circumstances change.

- 4.2 We are subject to Regulatory Requirements to provide advice that is appropriate to your needs but do not accept responsibility for the subsequent performance of your investments made on the basis of the advice.

### Supplement to Liquidity Management Service (Advisory) Terms

The Barclays Terms (Wealth and Investment Management) contain a table in Section C – Investment Service Specific Terms headed “Private Banking Liquidity Management Service (Advisory)”. The Scope of the service has been deleted and replaced with:

Scope of service A UK service in relation to cash deposits.

### Supplement to custody services terms

A new clause 4.2 has been inserted in Part 7 of Section B of the Barclays Terms (Wealth and Investment Management) as follows:

“On occasion pooled assets will be used to settle trades of another client, which may result in a temporary shortfall on your account. If this happens, we will take reasonable steps to ensure that any such shortfall is resolved as soon as possible.”

### Use of Derivatives

If we provide you with our Discretionary or Non-Discretionary Management Services, we may invest in or recommend derivatives for your portfolio. Unless you want us to provide more, we will do this only for hedging and efficient portfolio management purposes. You may tell us if you do not wish your portfolio to include derivatives.