

Please use this form to top-up an existing OEIC/ISA account. If you want to open a new OEIC/ISA please use the appropriate application form. Please complete in BLOCK CAPITALS using BLACK INK.

**PLEASE NOTE: For ISA top ups, this form can only be used if there has been an investment into your ISA held with First State Investments in the current or previous tax year. If you have not invested into your ISA held with First State Investments in the current or previous tax year then please complete the 'Stocks and Shares ISA application and dealing instruction form' in order to make an investment. Any applications received that are not completed correctly may incur delays or may have to be returned to you.**

Before completing this form, please read the statement on the use of customer information and the Notes and Declarations under section 4 and the Terms and Conditions for ISA Investors under section 5. Please ensure that you complete all relevant sections on this form, including the reverse. (\*Optional fields, in the case of daytime or evening telephone numbers at least one number must be provided). Return the form to First State Investments (UK) Limited, PO BOX 404, Darlington, DL1 9UZ, UK, with your cheque for lump sum investments and/or completed direct debit mandate for regular savings; or telephone 0800 587 3388 (UK investors only) or +44 (0) 203 528 4102. Terms defined in the prospectus of the Company ("Prospectus") shall, unless the context requires otherwise, bear the same meaning herein.

**Notes**

1. No application (including any transfer application) will be processed until all required information has been provided by the applicant. The Authorised Corporate Director reserves the right to reject any application at its sole discretion.
2. All prospective investors should consult with their own advisors regarding the possible implications and classifications under the AEOI regimes of an investment in the Company.
3. The Company, Administrator and the Distributor reserve the right to request additional documents as are necessary to verify the identity of the applicant(s) for the purpose of anti-money laundering, counter terrorist financing and any other laws or regulations.
4. If you sign this form and dealing instruction, you will be bound to pay for the shares within 4 business days of the valuation point.

**IMPORTANT – FOR COMPLETION BY IFAS**

If there was a face-to-face meeting between the retail customer and you as IFA, and you have offered to that customer the right to withdraw (i.e. cooling-off) this box must be ticked (if the box is not ticked, the customer will not have the right to withdraw):

Adviser's stamp

IF YOU HAVE NOT COMPLETED A TERMS OF BUSINESS AGREEMENT PLEASE COMPLETE THE AGENT'S DISCLOSURE OVERLEAF

UK Reg. no.

Agent no.

**1A. Client details**

Please provide your full name and address.

**First applicant**

Title  Surname

Forename(s) in full

Nationality

Citizenship   
(Please detail all countries of Citizenship)

Permanent address

Country  Postcode

\*Telephone (daytime)  Country Code  Area Code  Tel

\*Telephone (evening)  Country Code  Area Code  Tel

Email address

Designation

**Account number**

(This must be the account number you wish to top-up)

If you have joint holders linked to this account, please mark an X in this box.   
(not applicable for ISA investment)

If you have joint holders linked to this account, the top-up investment will be made on the same basis.

If this top up applies to an ISA, please mark an X in this box

If this top up applies to an OEIC, please mark an X in this box

Country of Birth

City/Town of Birth

Date of birth

**1B. Adviser applicants (e.g.: adviser investing on behalf of his/her clients)**

Name

Contact person (full name)

Telephone  Country Code  Area Code  Tel

Email address

Existing client no. (if applicable)

Fax

Designation

Place of incorporation

Correspondence address

Postcode

Country

## 2. Investment details

Please indicate below your investment choices and the amount you wish to subscribe. By signing this form and dealing instruction, you are committed to pay the purchase price for the shares. The minimum investment for regular savings is £50 per fund per month (monthly savings are only available for Sterling classes). **Please note that a valid ISIN must be provided in order for your instruction to be processed.**

Fund Name	Fund Identifier: ISIN (ISIN can be located on fund share class Key Investor Information Document – KIID)	Lump sum (min £500/€500/\$500)	Top Ups for Regular Savers (min £50 per month)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Investment		<input type="text"/>	<input type="text"/>

The allowance that can be invested in a Cash ISA or Stocks and Shares ISA, or any combination of the two is up to a maximum limit of £20,000 in the tax year 6 April 2019 to 5 April 2020.

## 3. Income (if applicable)

This section should be completed only if you have selected Income units/shares and you wish the income to be paid to you. If this section is not completed, any income generated from your investment will automatically be reinvested.

- I wish to have income paid as per my existing income payment mandate **OR**  
 I wish all income I have requested to be paid, to go to my Bank or Building Society account (please complete below)

Name of bank or building society	<input type="text"/>	Name of account holder	<input type="text"/>
Bank/Building Society address	<input type="text"/>	Account number	<input type="text"/>
<input type="text"/>	<input type="text"/>	Sort code	<input type="text"/>
Country	<input type="text"/>	Building society roll number	<input type="text"/>
Postcode	<input type="text"/>		

## The Direct Debit Guarantee

- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change First State Investments (UK) Limited will notify you seven working days in advance of your account being debited or as otherwise agreed.
- If an error is made by First State Investments (UK) Limited or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

## Instruction to your Bank/Building Society to pay Direct Debits (for investors in Sterling classes only)

Name and postal address of your Bank/Building Society Branch

To the Manager, Bank/Building Society

Address

Postcode

Name/s of account holder/s

Bank/Building Society account no.

Branch sort code

Signature/s:

Please note that Banks and Building Societies may not accept Direct Debit instructions for some types of account.

Originator's identification no.

4 0 2 7 4 9



Reference no. (for office use only)

Instruction to your Bank or Building Society  
**Please pay First State Investments (UK) Limited Direct Debits from the account detailed on this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with First State Investments (UK) Limited and, if so, details will be passed electronically to my Bank or Building Society.**

Date:

## 4. Your signature and declaration

Please read the declaration below before you sign and date this OEIC/ISA Top Up Form. By signing you make the declaration shown below and confirm that you have read this form and the separate key investor information document ("KIID") for the fund(s) in which you have chosen to invest.

### Declaration: To First State Investments (UK) Limited

#### I/We declare that:

- I am/We are aged 18 or over;
- I declare that I have not subscribed more than the permitted amount as prescribed by HMRC from 6 April 2019 to 5 April 2020 in a Cash ISA and Stocks and Shares ISA.
- I have not subscribed and will not subscribe more than the overall subscription limit in total to any combination of permitted ISAs in the same tax year;
- I have checked the information about me in this form and otherwise provided by me and it is correct to the best of my knowledge and belief. I will notify First State Investments (UK) Limited of any changes to the information without delay;
- I am/We are not a US Person(s) (as defined in the Prospectus) or acting for the account or benefit of a US Person;
- Unless otherwise specified I am/we are not a "Specified United States Person" under the tax laws of the U.S.\* or a non-U.S. entity with one or more Specified United States Persons as "substantial United States owners" or "Controlling Persons".  
\*For this purpose, a "Specified United States Person" will include, subject to certain exceptions, (A) an individual who is a citizen or resident of the U.S., (B) a partnership or corporation (including any entity treated as a partnership or corporation for U.S. tax purposes, such as a limited liability company) organised in or under the laws of the U.S. or any state of the U.S. thereof (including the District of Columbia), (C) any estate the income of which is subject to U.S. tax regardless of its source, and (D) any trust if (i) a court within the U.S. is able to exercise primary supervision over the administration of the trust and (ii) one or more United States persons have the authority to control all substantial decisions of the trust.
- I/We declare that I/we do not intend to sell or transfer any Shares which I/we may purchase to any person who is a Specified United States Person.
- I am/We are not a person resident or otherwise located in Canada.
- I am/We are not an ERISA Plan asset (ERISA Plan being defined in the prospectus).

#### I/We agree and consent:

- to First State Investments (UK) Limited contacting me/us at the email address stated overleaf;
- to notify First State Investments (UK) Limited immediately on becoming a US Person or holding on behalf or for the benefit of a US Person;
- to notify First State Investments (UK) Limited immediately on becoming a specified United States person;
- to notify First State Investments (UK) Limited immediately in the event that the investor pursuant to this application becomes an ERISA Plan asset;
- to notify First State Investments (UK) Limited immediately on becoming a person resident or otherwise located in Canada;
- not to transfer Shares to a US Person or a person who will hold the Shares on behalf or for the benefit of a US Person;
- to indemnify and hold harmless First State Investments (UK) Limited, the Investment Manager and First State Investments ICVC and their respective agents from time to time for any costs or losses incurred, suffered or arising in connection with a breach of the above declarations and agreements and/or in relation to any late or non-payment of the settlement amount and/or my/our actions or failure to provide any information or documents requested by any of them to comply with the AEOL regimes or other laws or regulations.
- I agree to provide on request in a timely manner any information or documentation in relation to myself as may be necessary or desirable for the Company (or its agents) to comply with any reporting or other obligations and/or prevent the withholding of tax under the AEOL regimes.

#### I/We declare and agree:

- I/We acknowledge that the Company may, in accordance with the provisions of the Prospectus compulsorily redeem my /our shares in the Fund(s) if I/we acquire or are holding such units in breach of the requirements or in the circumstances detailed in the Prospectus of the Fund(s), whether at the point of my investment or thereafter; and I/We undertake to observe and be bound by any such decision by the Company and agree that the Company / Investment Manager shall not assume liability for any losses arising from a compulsory redemption of any of my/our shares in the Fund.
- I confirm that all the information made by me in this Application Form and as otherwise provided by me to the Company / Investment Manager shall remain valid and I also undertake to immediately notify the Company / Investment Manager on any changes to such information.
- I/We acknowledge that if I provide information and documentation that is in any way misleading, or fail to provide the Company (and/or its agents) with the requested information and documentation necessary in either case to satisfy the Company's obligations under the AEOL regimes, the Company reserves the right: (i) to take any action and/or pursue all remedies at its disposal.
- I/We acknowledge that the Prospectus (General Information, Protection of client money) describes how you will settle purchases and redemptions of Shares with me/us, including where you will do so on a delivery versus payment basis and will not be required to treat the money as client money (provided you settle with me/us within the time frames required by the FCA Rules). I/We agree to you not treating my/our money as client money in those circumstances.
- I/We acknowledge that FSI UK will treat me/us as a retail client under the FCA's categorisation rules.
- I/We confirm that all the information made by me/us in this Application Form shall remain valid and I/we also undertake to immediately notify you in writing if there is any change in my/our registration details above in the subsequent years.
- I/We acknowledge that the KIID can be obtained from the website [www.firststateinvestments.com](http://www.firststateinvestments.com) or hard copies can be obtained by contacting Client Services on 0800 587 4141 (+44 131 525 8870) and consent to being provided with the KIID in this form via the website.
- I/We have received and read the KIID for the relevant share class.

#### If you wish to write to us:

Dealing Services  
First State Investments (UK) Limited  
PO BOX 404  
Darlington  
DL1 9UZ

#### If you wish to call us:

Regarding placing a deal or have a deal query:  
Telephone: 0800 587 3388 (UK Investors) or +44 203 528 4102 Fax: +44 207 964 2727  
Regarding a general query:  
Telephone: 0800 587 4141 (+44 131 525 8870) Fax: +44 131 272 2505  
9.00 am to 5.00 pm (UK time) Monday to Friday except for bank holidays in England and Wales, the last business day before Christmas and other days at the ACD's discretion.

### Use of Customer Information

First State Investments (UK) Limited or its agents or third party administrators may process the information contained within this application form and may provide the information to other First State group companies and/or any third party appointed for a number of purposes including but not limited to account administration and other general business purposes. You understand that all information provided by you and any other information relating to this application may be held on computer and will be treated in confidence. It will be disclosed to third parties, including but not limited to other financial organisations to protect First State group companies and their clients against fraud. Enquiries about you may also be made with licensed credit reference agencies for verification of identity and fraud checking purposes and in such cases, the agencies will keep a record of the enquiry.

If you are an individual, please refer to the privacy notice provided alongside this application form for further information on how your personal information will be processed (the "Privacy Notice"), as this will apply to our processing of your personal information.

If you are not an individual, the Privacy Notice applies to our processing of any personal information that you provide to us or that we otherwise process. Therefore, you must ensure that any individuals whose personal information is provided to us receive the Privacy Notice.

In the event of an inconsistency between the content of this application form and the content of the Privacy Notice, the Privacy Notice will prevail.

## Consent to Marketing

From time to time we and other First State group companies and their representatives may wish to send you information about other products and services available from First State Investments by telephone, mail or email.

If you would like to receive such information, please tick this box.

I/We agree that the information supplied on the application form and through other (written or oral) communications from time to time in connection with my/our subscription for Shares or as Shareholder(s) of the Fund(s) including any information which I/we supply, by whatever means, that relates to me/us or a third party individual ("Personal Data") may be held by the Company, the Fund(s), the Investment Manager, the Sub-Investment Managers, the UK Representative and other relevant service providers appointed in respect of the Company and/or the Fund(s) (including the Custodian, the Administrator and the Registrar) and their duty appointed delegates (including their employees, officers, directors or agents) and will be used for the purposes of providing me/us with various services in relation to my/our Shares including without limitation, matching for the purpose of processing or verifying my/our data, processing my/our subscriptions and investments in the Fund(s), the completion/maintenance of information on the investor registers, carrying out my/our instructions and/or responding to enquires purported to be given by me/us on my/our behalf, performance of anti-money laundering, counter terrorist financing and know-your-client checks and related processes, dealing with any matters in relation to my/our holdings of Shares investor communications (including the mailing and/or emailing of financial reports and notices), and observing any legal, governmental or regulatory requirements of any relevant jurisdictions. All such information may be retained after my/our Shares in the Fund(s) have been transferred/redeemed or upon the termination of the relevant Fund(s) and/or the Company in accordance with applicable laws. I/we acknowledge that, even if I/we withdraw my/our agreement to the activities above, the Company, the Fund(s), the Investment Manager, the Sub-Investment Managers, the UK Representative and other relevant service providers appointed in respect of the Company and/or the Fund(s) (including the Custodian, the Administrator and the Registrar) and their duty appointed delegates (including their employees, officers, directors or agents) may have other grounds on which to process my/our Personal Data, as further set out in the Privacy Notice.

I/We hereby authorise the Company/Investment Manager and any other relevant person to disclose to any relevant tax authority, competent department or authority of the government or administration of the United Kingdom or other countries any information (including regarding our tax status, identity or residency or other personal and payment information), documents or self-certifications provided by me/us to the Company/Investment Manager. To the extent permitted by law, I/we agree to waive any provision of any data protection, privacy, banking secrecy or other law or regulation of any jurisdiction and/or the terms of any confidentiality agreement, arrangement or understanding that would otherwise prevent the Company's compliance with the AEOI regimes or any other laws, including, but not limited to, my/our provision of any requested information and/or documentation, I/we shall have no claim against the Company, First State Investments (UK) Limited, the Investment Manager (or their respective agents from time to time) for any losses, liabilities, costs or expenses suffered by me/us as a result of the use or disclosure of such information or documentation or any actions or omissions taken by any of them in connection with the Company's compliance with the AEOI regimes. I/we acknowledge that, even if I/we withdraw my/our agreement to the activities above, the Company, the Fund(s), the Investment Manager, the Sub-Investment Managers, the UK Representative and other relevant service providers appointed in respect of the Company and/or the Fund(s) (including the Custodian, the Administrator and the Registrar) and their duty appointed delegates (including their employees, officers, directors or agents) may have other grounds on which to process my/our Personal Data, as further set out in the Privacy Notice.

## Notes

1. No application (including any transfer application) will be processed until all required information has been provided by the applicant. The Authorised Corporate Director reserves the right to reject any application at its sole discretion.
2. UK regulations require the Company to collect and disclose certain information about each investor and certain related persons and their investments in the Company to HM Revenue & Customs and/or other tax authorities overseas. These regulations (as amended or replaced from time to time) were enacted pursuant to an intergovernmental agreement signed by the UK with the United States to implement the US Foreign Account Tax Compliance Act ("FATCA"), similar bilateral agreements the UK signed with each of the British Crown Dependencies and Gibraltar ("UK FATCA") and a multilateral agreement with the UK signed with various jurisdictions to implement a similar regime known as the OECD Common Reporting Standard ("CRS", and together with FATCA and UK FATCA and similar regimes, the "AEOI regimes"). The Company may have further future obligations under the CRS and similar AEOI regimes. All prospective investors should consult with their own advisors regarding the possible implications and classifications under the AEOI regimes of an investment in the Company.
3. The Company, Administrator and the Distributer reserve the right to request additional documents as are necessary to verify the identity of the applicant(s) for the purpose of anti-money laundering, counter terrorist financing and any other laws or regulations.

**By signing below you confirm your consent to the above use of your information.**

Signature:

Date:

Signature:

Date:

First State Investments (UK) Limited is authorised and regulated by the Financial Conduct Authority. Registered as a company in England and Wales with number 2294743. Registered office: Finsbury Circus House, 15 Finsbury Circus, London EC2M 7EB, (FCA registration number 143359).

**AGENT DISCLOSURE (ONLY TO BE COMPLETED BY ADVISERS): IN ACCORDANCE WITH THE REQUIREMENTS OF THE MONEY LAUNDERING REGULATIONS 2007, I HAVE OBTAINED AND RECORDED APPROPRIATE IDENTIFICATION EVIDENCE OF THE APPLICANT AND ON REQUEST SHALL PROVIDE A CERTIFICATE AND EVIDENCE TO THAT EFFECT, COMPLYING WITH THE JOINT MONEY LAUNDERING STEERING GROUP COMPLIANCE NOTES.**

Signature:

Date:

## 5. Terms and Conditions for ISA Investors

### 1 Definitions

In these Terms and Conditions certain words we use have special meanings. We tell you what these are below:

"Account" – your First State ISA which is governed by these Terms and Conditions.

"Account Investments" – the assets held from time to time within the Account.

"ACD" – First State Investments (UK) Limited as authorised corporate directors of First State Investments ICVC.

"Application Form" – the Application Form or transfer form (where appropriate) that you complete when applying to invest in the Funds.

"Business Day" – any day (excluding Saturdays, Sundays and public holidays) on which banks are open to conduct normal banking business in London, except for the last business day before Christmas.

"Company" – First State Investments ICVC.

"Financial Conduct Authority" – of 12 Endeavour Square, London E20 1JN or any successor authority.

"Fund"/"Funds" – any or all of the sub-funds of the Company, as selected by you in your Application Form.

"ISA" or "Individual Savings Account" means an Account set up and managed under the ISA Regulations. From 1 July 2014, these accounts may also be referred to as New ISAs (NISAs).

"ISA Regulations" – the Individual Savings Account Regulations 1998 as amended from time to time.

"Regular Saver" – an investor who subscribes by means of a regular monthly payment to be collected by direct debit.

"Rules" – the rules of the Financial Conduct Authority as amended from time to time and which govern these Terms and Conditions.

"Terms and Conditions" – these Terms and Conditions and the statements and declarations made by you in your Application Form.

"Valuation Dates" – 31 January and 31 July in each calendar year or, if any such date is not a Business Day, the previous Business Day, or such other dates nominated from time to time by us on which the investments in your Account will be valued.

"Year" – a tax year beginning on 6 April in any year and ending on 5 April in the following year.

"us"/"we"/"our" – First State Investments (UK) Limited.

"you"/"your" – the Account holder.

## **2 Introduction**

These Terms and Conditions and the Application Form are the agreement between you and us for the management of your Account. You are advised to read these Terms and Conditions carefully. If there is anything you do not understand please contact your financial adviser or call us on 0800 587 4141.

## **3 Opening an Account**

- 3.1 You must subscribe to the Account with your own money.
- 3.2 To subscribe to an Account, you must complete and sign an Application Form and return it to us with either a cheque for the amount you want to invest or a completed direct debit authorisation.
- 3.3 Subject to 3.4, your Account will begin (subject to any right you have to cancel it) when we receive your correctly completed Application Form and accompanying documents and subscriptions, unless we need to clarify or obtain further information about you.
- 3.4 We do not have to accept applications.
- 3.5 We will acknowledge your correctly completed Application Form within one Business Day of receiving it.
- 3.6 You may normally only subscribe in the ways set out below, although we may accept payments in other forms which the ISA Regulations allow. You may invest either:
  - a) by a lump sum payment made by cheque, or by a transfer from an existing ISA; or
  - b) by monthly payments by direct debit to us.
- 3.7 The minimum subscription:
  - a) for a lump sum investment is initially £1,000 per Fund within an Account with subsequent payments of at least £500 per Fund within an Account.
  - b) for Regular Savers is £50 per month per Fund within an Account.
- 3.8 The allowance that can be invested in a Cash ISA or Stocks and Shares ISA, or any combination of the two is up to a maximum limit of £20,000 in the tax year 6 April 2019 to 5 April 2020.
- 3.9 Where you apply for shares in the Funds under a distance contract, i.e. without any face-to-face contact with your financial adviser, whether such investments are made direct or through the First State ISA, you will not receive cancellation or cooling-off rights.
- 3.10 Where you apply for shares in the Funds under a contract entered into in a face-to-face meeting with your financial adviser, whether such investments are made direct or through the First State ISA, you will have cancellation rights unless you have an agreement with your financial adviser that excludes those rights.
- 3.11 Where cancellation rights apply, after we accept your Application Form, we will send you a notice giving you 14 days to cancel your investment. In those circumstances, if any money has been invested and has reduced in value at the time you cancel, you will lose the amount by which it has reduced. If an ISA is cancelled within the cancellation period, investors are treated as though they have not subscribed to an ISA within the tax year in which it has been cancelled.
- 3.12 You can apply to transfer an existing stocks and shares ISA or current tax year subscriptions from an existing cash ISA to us. When the transfer takes place the existing account must be in cash. This will normally be arranged with the relevant account manager. We will invest the sum transferred at the next valuation point in your chosen Fund after we receive the Application Form and cheque from the previous account manager for the full amount transferred. Once your existing ISA account (or current tax year subscriptions in your existing cash ISA) has been transferred you will be subject to these Terms and Conditions.
- 3.13 You must tell us immediately in writing if you are no longer eligible to invest in an ISA.
- 3.14 We will not accept any further payments if the ISA Regulations no longer give you the right to invest in an ISA.

## **4 Application of lump sum cash**

- 4.1 If you make a lump sum cash payment, we will use it to buy shares in your chosen Fund. This will take place by not later than the next Business Day after we receive your correctly completed Application Form and cheque.
- 4.2 We will send you a contract note on the next business day after we have bought the shares.
- 4.3 We may manage the investments in your Account with the investments of other individual savings accounts that we manage. We may also aggregate such investments and we may consolidate them with those of other accounts which we manage for you.

## **5 Collection and application of monthly subscriptions for Regular Savers**

- 5.1 You will receive a Regular Saver's acknowledgement letter after we receive your Application Form.
- 5.2 If you are a Regular Saver, your subscription will normally be collected from your bank or building society account on the 15th of each month (or the next Business Day should that day fall on a Saturday, Sunday or public holiday). We will normally invest subscriptions at the next 12 noon valuation point (the time of day at which we work out the price of shares). Interest will not accrue and will not be paid on monthly subscriptions, if any, held in the account between the date of collection and the date of investment.
- 5.3 If your bank or building society refuses any request for a monthly subscription, we reserve the right, without notice to you, to cease to attempt to collect that or any other monthly subscription.
- 5.4 If you are a Regular Saver you may tell us in writing to increase or decrease the amount of regular monthly subscriptions. This is subject to two conditions:
  - a) the monthly subscription after the change must be not less than £50; and
  - b) the maximum subscription must not exceed the annual maximum ISA limits (see above).You may choose to stop making such subscriptions. Your notice will take effect from the seventh business day following the day we receive it.
- 5.5 If:
  - a) you are a Regular Saver and you stop making regular monthly subscriptions; or
  - b) the total of all your subscriptions is less than £1,000, then we can close your Account by giving you one month's notice.

## **6 Ownership of shares**

- 6.1 The shares in your Account will be registered in the name of First State Investments (UK) Limited, or such other person, called the nominee, as we nominate.
- 6.2 You will be and must remain the beneficial owner of all the investments in your Account. This means that, although we hold them in our name or in the name of our nominee, they really belong to you and they are held so that it is readily apparent that they don't belong to us, the nominee or any associate of either.
- 6.3 Certificates or other documents evidencing ownership of the investments in your Account will be held by First State Investments (UK) Limited – A/JC ISA, or as we direct.
- 6.4 There will not be any separate documents of ownership as evidence of your entitlement. Therefore in the event of default, any shortfall in the shares registered in the name of the nominee may be shared proportionately among all clients whose investments are so registered.
- 6.5 Neither you nor we nor our nominee shall grant any security interest over, or enter into any stock lending transaction with any third party in relation to any of your investments in the Account nor may we or you borrow money on your behalf against the security of your ISA investments or indemnity for a loan.
- 6.6 You may not dispose of or otherwise transfer any interest or investments in the Account or cash sums held in the Account.
- 6.7 Neither we nor any nominee shall release any investments in the Account into the possession of, or any control of a third party except on your or your duly appointed agent's instructions.
- 6.8 Except as provided in these Terms and Conditions, neither we nor the nominee shall have any claim, lien, or right of retention over, or any right to sell, investments in the Account.
- 6.9 We or the nominee will maintain records of the ISA investments which meet the requirements of the Rules.
- 6.10 We accept responsibility for any default of any nominee.

## **7 Management of the investments in your Account**

- 7.1 We will invest your subscriptions in shares in the Fund(s) of your choice. The investment objective of each Fund is set out in its key investor information document and also in the Company's Prospectus. Details of any restrictions on the types of investments or markets on which transactions can be executed are set out in the Prospectus.
- 7.2 If you are a Regular Saver we will reinvest distribution income from shares held in your Account in further shares in the relevant Fund(s). If you are a lump sum investor, you may choose, by writing to us, to have income paid out to you if you have income and accumulation shares.
- 7.3 We may employ agents in connection with the services we provide and may delegate all or any of our powers or duties to any delegate(s) of our choice in accordance with the ISA Regulations.
- 7.4 We will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under these Terms and Conditions is competent to carry out those functions or responsibilities.
- 7.5 We will not be liable for the negligence or misconduct of any such agent or delegate, except where we are guilty of negligence, wilful default or fraud in our choice of such agent or delegate.
- 7.6 Paragraphs 7.3, 7.4 and 7.5 do not exclude or restrict any liability we have to you under the ISA Regulations, the Financial Services and Markets Act 2000 or the Rules.

## **8 Charges**

- 8.1 You should consult the Company's Prospectus for details of the current level of all charges payable for the Funds. Because of the initial charges the deductions for charges and expenses are not made uniformly throughout the life of investment in the Funds but are loaded disproportionately on to their early years.
- 8.2 The amount (if any) of the charges, how they are charged or reimbursed and the date for payment can be changed on giving you 60 days' written notice.
- 8.3 If you switch shares between the Company's Funds a switching charge may be made. The Company's Prospectus and the key investor information document give details of these charges.
- 8.4 Under certain circumstances, high levels of buying and selling in a Fund may increase the dealing costs and affect the value of the assets in the Fund. To prevent this effect, called 'dilution', the ACD may apply a 'dilution adjustment' to the share price for those investors dealing in the Fund on the day when shares are bought or sold. On days when there are net inflows to a Fund, any dilution adjustment will have the effect of increasing the relevant share price and conversely, on days when there are net outflows from the Fund, any dilution adjustment will have the effect of reducing the relevant share price. When the ACD applies a dilution adjustment, it is paid into and becomes part of the assets of the relevant Fund. You will find further details of dilution adjustment in the Company's Prospectus.

## **9 Your Rights**

- 9.1 We will send you the report and accounts of the Company twice a year and any other information issued by us to shareholders free of charge.
- 9.2 If you so request in writing we will arrange (subject to any legislative provisions) for you to be able to:
  - a) attend and vote at shareholder meetings
  - b) receive any other information/entitlements which are available.

If you do not give us specific instructions on how you would like to vote on any issue on which your holding gives you voting rights, we will vote on your behalf as we see fit.

## **10 Transfer to another ISA manager**

- 10.1 On your instruction your Account, or part of your Account, with all rights and obligations, shall be transferred to another ISA manager, (or that manager's nominee, or you and the manager jointly) who is eligible to act under the ISA Regulations, is approved by HM Revenue & Customs (HMRC) and who agrees to accept the transfer. We will comply with your instructions within such time as is stipulated by you (provided such time stipulated by you is not less than 10 Business Days) and, in any event, within 30 calendar days of receipt of your instructions.
- 10.2 The transfer will be subject to a retention of assets from your Account to cover our charges and expenses, and any liabilities for tax.

## **11 Merger**

If, when you subscribe to your Account, the Regulations permit us to merge the investments of previous ISA subscriptions belonging to you with those in your Account (whether purely for administrative purposes or otherwise), then these Terms and Conditions will apply to all those investments for all purposes for which mergers are allowed under the ISA Regulations. If the subscriptions in your Account are in future merged with those of another ISA which we manage, then these Terms and Conditions shall cease to apply in favour of those of that other ISA.

## **12 Delegation and Transfer of Our Duties**

- 12.1 We may delegate any of our duties as ISA manager to any other subsidiary of the Commonwealth Bank of Australia. In signing the Application Form you agree that we may transfer our responsibilities as ISA manager to any such group company which is approved under the ISA Regulations as an ISA manager.
- 12.2 This delegation is subject to that other group company writing to you and agreeing to carry out all our duties and obligations in respect of your ISA. If it does so, you agree that we will be released from all those duties and obligations that the new manager has undertaken to carry out.
- 12.3 We shall satisfy ourselves that any delegate or new manager is competent to carry out those functions and duties delegated or transferred.

## **13 Closing your Account**

- 13.1 We may close your Account immediately on giving you written notice if we believe it is impossible to administer your Account under the ISA Regulations or you are in breach of the ISA Regulations.
- 13.2 Your Account will close automatically with immediate effect if it no longer satisfies the ISA Regulations. We will notify you in writing if this happens.
- 13.3 We can close your Account on one month's notice if you fail to pay any money due under this agreement or are in breach of any of the terms of this agreement.
- 13.4 We may terminate our appointment as ISA manager at any time without penalty by giving you 60 days' notice to that effect.
- 13.5 You may, by writing to us, request that your Account be closed immediately on receipt of your notice. You may request that the investments in your Account and cash and rights attaching to them be transferred to you or be realised and the proceeds paid to you. We will comply with your instructions within such time as is stipulated by you (provided such time stipulated by you is not less than 10 Business Days) and, in any event, within 30 calendar days of receipt of your instructions.
- 13.6 Closure will not affect the completion of any transactions already begun and any outstanding fees will remain payable. We will promptly account to you for all the shares and cash held, but we can keep any shares and cash we need to settle transactions already initiated and outstanding fees. You will pay to us fees and transaction charges owing at the date of closure.
- 13.7 Upon the death of an investor, the relevant Account will close when we receive written notice of death. The tax concessions within the Account will cease (from the date of death) and the value of the Account or the shares will be available to the estate less amounts due to us and subject also to the completion of the necessary formalities to our reasonable satisfaction.

## **14 Withdrawal**

- 14.1 You may ask to withdraw any part of the investments in your Account at any time by having them transferred to you or realised and the proceeds paid to you provided that:
  - a) the withdrawal is to a value of a minimum of £500; and
  - b) the value of the assets remaining within your Account does not as a consequence fall below £1,000 (subject to payment for any outstanding transactions, accrued fees and expenses).
- 14.2 You must make your request for withdrawal in writing to the address set out below or such other address as we tell you, and we will acknowledge such instruction in writing sent to your address. In your request, you should specify whether the investments and cash in your Account and the rights attaching to them should be transferred to you or be realised and the proceeds paid to you. We will comply with your instructions within such time as is stipulated by you (provided such time stipulated by you is not less than 10 Business Days) and, in any event, within 30 calendar days of receipt of your instructions.



## **15 Periodic reports and accounts**

15.1 We will also send a report to you for a six month period ending on a Valuation Date (or the period starting on the commencement of your Account and ending on the next Valuation Date). This report will contain a valuation of the investments in your Account at the most recent Valuation Date and to the extent required by the Rules and ISA Regulations, details of all transactions and holdings relating to your Account during the relevant period. The report (which will not contain a measure of performance) will also include the information required by the Rules.

We will keep copies of all contract notes and other statements of dealing. They will be available for you to inspect at our Edinburgh offices on any Business Day between the hours of 8am to 5pm.

## **16 Changes**

16.1 Save as otherwise provided below, we can change these Terms and Conditions at any time by giving you a minimum of 60 days' notice in writing, providing such change does not result in your Account ceasing to qualify under the ISA Regulations.

16.2 Amendments to these Terms and Conditions may be made without notice where such amendments are reasonably required to comply with or to be able to operate more closely with law or regulation including (but without prejudice to the foregoing generality) the Rules and the ISA Regulations, subject always to the Rules or other applicable law or regulation.

## **17 General**

17.1 To the extent the ISA Regulations allow us, we may make claims, conduct appeals and agree on your behalf liabilities for the relief from tax in respect of your Account.

17.2 Whilst we will try to invest successfully, we are not responsible for any loss or fall in value of your Account, except for any loss or fall occurring as a direct result of our fraud, wilful default or negligence of any group company or gross misconduct or a breach of the Financial Services and Markets Act 2000 or any regulations made under it. We accept no liability for the default of any third party except as set out in paragraphs 6.10 and 7.5 of these Terms and Conditions.

17.3 The value of the investments in your Account and the income from them may fall as well as rise due to market movements and, where applicable, exchange rate fluctuations. You may not get back the amount invested. You are reminded that past performance is no guarantee of future returns.

17.4 You undertake that, while your Account is open you will remain the owner of the investments and cash in your Account free of any lien, charge or encumbrance. You agree to indemnify us against all costs, expenses, demands and losses (including any taxation attributable to the investor) which we may incur in the lawful and proper exercise of our duties.

17.5 If any of the following happen:

- a) failure, interruption or delay in the performance of our obligations resulting from breakdown, failure or malfunction of any telecommunications or computer service, industrial disputes, failure of third parties to carry out their obligations, acts of governmental or supranational authorities, or
- b) any other event or circumstance whatsoever not reasonably within our control

we will not be liable to you nor have any responsibility of any kind for any loss or damage incurred or suffered by you as a result.

17.6 We will have an interest in all purchases or sales of shares for your Account, because we are also the ACD. As such we (or our nominee) may act as principal in all purchases or sales of shares for your Account.

17.7 When we buy or sell shares for your Account we may have, directly or indirectly, a further interest in that transaction. This may occur, for example, where we deal collectively for you and for other clients, where other clients already have holdings in the Fund you have selected, or where we act for both the buyer and seller in a transaction. We will not further inform you of any interest before such a transaction.

17.8 We will notify you if, by any reason of any failure to satisfy the provisions of the ISA regulations, your Account has, or will, become void.

## **18 Confidentiality**

18.1 We may have to disclose any information known to us relating to your business or affairs to the HMRC or any other relevant regulatory or legal or criminal authority (including, without limitation, the Financial Conduct Authority) as required to be disclosed by law, the Rules or the ISA Regulations. Any such disclosures may be made without your knowledge or consent. We will not be liable for any disclosure made in accordance with this paragraph in good faith to any such authority.

18.2 You authorise us to provide HMRC with all the relevant particulars of your Account and the investments in your Account which HMRC may reasonably request in connection with your Account.

## **19 Taxation**

Growth within your Account is free of any liability to capital gains tax or income tax. On closure of your Account you have no liability for capital gains tax or income tax on the proceeds. You will supply us with all information which we reasonably require in respect of your Account and you will inform us immediately if you cease to qualify to invest in an ISA. The levels and basis of taxation and reliefs from taxation can change at any time. The value of any tax reliefs will depend on individual circumstances.

## **20 Complaints**

20.1 You should refer complaints to our complaints officer, who will investigate and take such action as may be considered appropriate. You may also complain direct to The Financial Ombudsman Service ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)).

20.2 If we default you may be entitled to compensation under the Financial Services Compensation Scheme. We can send you a statement summarising the Scheme if you ask for it.

## **21 Governing Law**

These Terms and Conditions are under English Law and the parties agree that any dispute will be settled by the English Courts.

## **22 Notices and instructions**

22.1 You should send any notice or instruction to us to Dealing Services, First State Investments (UK) Limited, PO BOX 404, Darlington, DL1 9UZ or to such other address we may notify to you. We will send notices to you by post, at your risk, to the address last notified to us. Any such notice will be deemed as having been received two business days following the day of posting.

22.2 You must normally communicate with us in writing which will not, except by prior agreement, include facsimile. We may from time to time accept other forms of instruction at our reasonable discretion.

22.3 We will acknowledge in writing and comply with your proper written instructions as soon as reasonably practicable.

## **23 Regulation**

We are authorised and regulated by the Financial Conduct Authority and are approved by HMRC as an account manager under the ISA Regulations. An Account must comply with the requirements laid down by HMRC which may vary from time to time and which are currently set out in the ISA Regulations and in these Terms and Conditions dated 6 April 2019.

# Privacy Notice

## First State Investments ICVC

### Background

This Notice gives information on how the First State Investments (UK) group of companies collect, use and protect the personal data held about investors.

This Notice describes how we will fulfil our obligations under applicable data protection laws, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the **General Data Protection Regulation** or **GDPR**).

### Information about us

References in this Notice to First State Investments (UK) will include the following companies:

#### First State Investments ICVC\*

#### First State Investments (UK) Limited\*

(together “we”, “us” or “our”)

\*Authorised and regulated by the Financial Conduct Authority of the United Kingdom

### Information we may collect

First State Investments (UK) collects from time to time, personal data on investors from a number of sources, including from: investor application forms; other First State Investments (UK) forms (including website forms); correspondence, conversations with clients, advisers, intermediaries; business cards; third party service providers to our funds (for example, transfer agents, administrators, distributors, custodians, paying agents); client advisers; other third parties; and from public sources. This information may be collected directly from investors or indirectly from third parties, as follows:

#### From you

We may collect from you and process the following personal data:

- Your name; address (including proof of name and address); photo identification; contact details both personal and work (for example, your email and phone numbers); job title and company; nationality; citizenship; tax residency; date of birth; passport details; national insurance number and other tax details; adviser details; investment details; banking details; signed contracts with you; business cards, contact sheets and biographies; financial dealings; family connections; details of your company's directors, secretaries, authorised signatories and identification documents; details of any complaints made; data received from due diligence activities (such as anti-money laundering, politically exposed persons and sanctions checks); responses to surveys and competitions; fraud enquiries (for example, information from police reports); images captured by CCTV cameras on our premises; recordings of telephone conversations and electronic communications with our staff.

#### From third parties

We may collect personal data about you from third parties in particular:

- **Third party service providers to our funds** (for example, transfer agents, registrars, administrators, distributors, custodians and paying agents) – information received includes personal details of investors obtained from fund application forms such as: name; address; contact details; nationality; national insurance number; date of birth; tax residency; adviser details; investment details; bank account details.
- **Your advisers (including independent financial advisers)** – information received may include your name, address, gender, date of birth; bank details
- **Our vendors** such as Experian and World-Check – information received includes the results of “Know Your Client”, anti-money laundering, politically exposed persons and sanctions checks.
- **Publicly available sources** such as MandateWire and LinkedIn – information available includes contact details of institutional investors (MandateWire) and details of job title, company, former employers and roles, and connections (LinkedIn).

### How we will use the information we collect

The information we collect and use will depend on the nature of our business relationship with you, as follows:

- In relation to **prospective investors**, we may process personal data for identification purposes (prior to becoming an investor in our funds), for the purposes of anti-money laundering, counter terrorist financing, suitability and appropriateness assessments, “Know Your Client” and credit-worthiness checks, and for any other applicable legal or regulatory reasons. Failure to provide relevant information will mean that we will not be able to on-board a potential investor.
- In relation to **investors in our funds**, we may process information collected for the purpose of account administration and other general business purposes (for example, for processing subscriptions and investments; maintaining the share register of investors, carrying out investor instructions; handling any complaints and enquiries; sending investor communications, including financial reports, valuations, corporate actions). In addition, in order to comply with regulatory obligations, we may collect and disclose certain information about our investors and certain related persons and their investments to HM Revenue & Customs and/or other relevant tax authorities overseas.
- In connection with a proposed **scheme of arrangement** under which shares in one of our funds may be exchanged for shares in another of our funds, we may process information by providing it to the other fund and its service providers in order to allow that other fund to carry-out know-your-client and anti-money laundering checks in preparation for the scheme (including in relation to investors who do not decide to transfer), to issue shares under the scheme and to act on instructions given by the holders of those shares.
- We may from time to time process personal data of **investors** to comply with legal and regulatory requirements impacting our business. In particular, we may need in the context of our business: to obtain legal advice on legal and regulatory requirements; to report to relevant regulators; to comply with market opening and registration requirements in the conduct of our business.
- In relation to **intermediaries who introduce investors into our funds** (such as distributors, platforms and independent financial advisers), we may process personal data to conduct market research, gauge product sales or product performance or assess the creditworthiness of intermediaries. In addition, we may process the personal data of investors introduced to our funds, as outlined above.
- **Monitoring purposes:** we may process personal data to analyse the performance of IT systems, monitor usage of resources and systems and to improve products, services and usability of our technology platform, including telephone calls and electronic communications with our staff which may be recorded for the purposes of retaining a record of communications, in the interests of security, for training and compliance monitoring purposes and/or to comply with legal or regulatory obligations.
- **Where you have provided your consent, we may process your personal data for the purposes of informing you (for example, by telephone, mail and email) about other products and services available from the First State Investments (UK) group of companies and of marketing campaigns and event invitations.**

We are entitled to use your personal data in these ways because:

- We have legal and regulatory obligations that we have to discharge;
- We may need to in order to establish, exercise or defend our legal rights or for the purpose of legal proceedings;
- The use of your personal data as described is necessary for our legitimate business interests (or the legitimate interests of one or more of our affiliates);
- The use of your personal data is necessary for the performance of a contract with you;
- You have provided your consent to us processing your personal data (other than for marketing purposes); or
- **You have provided your consent to us processing your personal data for the purposes of informing you (for example, by telephone, mail or email) about other products and services available from the First State Investments (UK) group of companies and of marketing campaigns and event invitations.**



#### Disclosure of your information

- We may disclose your personal data to any member of the First State Investments (UK) group, which means our affiliates, for internal business and administrative purposes (including to administer our products and services and for prudential and risk management purposes) and, **where you have given your consent**, to provide you with information on related products and services. We may also disclose personal data relating to our clients to members of our group to whom we sub-delegate our services (for example, trade order execution and portfolio management).
- We may disclose your personal data to third parties that are specifically engaged by us to provide services to us, in which case we will require those parties to keep that information confidential and secure and to use it solely for the purpose of providing the specified services to us. The following is a list of the types of third parties who process your personal data on our behalf:
  - third party service providers to our funds (for example, transfer agents, administrators, distributors, custodians, paying agents and researchers)
  - credit reference agencies, debt collection agencies and other companies for use in credit decisions, for fraud prevention, to pursue debtors and for the verification of identity
  - document execution vendors in relation to the execution of contracts with our clients;
  - insurance brokers;
  - professional advisers (for example, accountants/tax advisors and legal advisors).
- If you use a financial adviser (as indicated on your investor application form), then details of your investments and valuations may also be provided to such financial adviser.
- We may disclose to relevant tax authorities, regulators, government departments or competent authorities of the UK or of other countries, any personal data (including tax status, identity or residency or other personal and payment information, documents or self-certifications) in order to comply with a court order or to meet legal and regulatory requirements arising in the conduct of our business. Such disclosure may be made directly to such regulators or competent authorities or made indirectly to our advisers or providers who will make such filings or disclosures on our behalf.

#### Transfers outside the EEA

We may transfer your personal data to our overseas affiliates (including outside the EEA) and/or allow the information to be accessed by our affiliates and their employees outside the EEA as well as within in. It may also be processed by personnel operating outside the EEA who work for us or for one of our third party service providers.

Where we transfer your personal data outside the EEA, we will ensure that it is protected in a manner that is consistent with how your personal data will be protected by us in the EEA or that the transfer is otherwise compliant with data protection laws. This can be done in a number of ways, for example:

- the country that we send the data to might be approved by the European Commission;
- the recipient might have signed up to a contract based on “model contractual clauses” approved by the European Commission, obliging them to protect your personal data;
- where the recipient is located in the US, it might be a certified member of the EU-US Privacy Shield Scheme;
- where data protection laws permit us to transfer your personal data outside the EEA.

You can obtain more details of the protection given to your personal data when it is transferred outside the EEA (including a copy of any standard data protection clauses which we have entered into with recipients of your personal data) by e-mailing us at [enquiries@firststate.co.uk](mailto:enquiries@firststate.co.uk) or writing to us at *First State Investments (UK) Ltd, PO Box 404, Darlington, DL1 9UZ*.

#### How long will we store your data?

Personal data held by us will be kept confidential. How long we hold your personal data for will vary and will be determined by various criteria, including:

- the purpose for which we are using it – we will need to keep the data for as long as is necessary for that purpose; and
- legal obligations – laws or regulation may set a minimum period for which we have to keep your personal data.

#### Your rights in relation to your data

**If you wish to contact us for any of the reasons below, please e-mail us at [enquiries@firststate.co.uk](mailto:enquiries@firststate.co.uk) or write to us at *First State Investments (UK) Ltd, PO Box 404, Darlington, DL1 9UZ*:-**

- You have a **right to access** the information which we hold about you. If you wish to make an application to access or obtain this information, please contact us. In some circumstances, you have the right to receive some personal data in a structured, commonly used and machine-readable format and/or request that we transmit that 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 us.
- We take reasonable steps to ensure that the personal data we collect, use or disclose is **accurate, complete and up to date**. Please contact us if any of the details you have provided change. Please also contact us if you believe that the information we have about you is not accurate, complete or up to date.
- If you wish us to **erase or restrict** using your data, please contact us. We may need to discuss with you the basis of your request as there may be circumstances where we are legally entitled to continue processing your personal data/refuse your request.
- If you have previously provided your consent to our use of your data (other than for marketing purposes) and you wish to **withdraw such consent**, please contact us. We may need to discuss with you whether our use of your data needs to continue for lawful purposes (i.e. because we have another legitimate reason (other than your consent) for doing so).
- **If you have previously consented to being sent information about other products and services available from the First State Investments (UK) group of companies, you may withdraw such consent by contacting us.**
- If you have any **complaints** in relation to the way we have used your information, please contact us in the first instance. You also have the right to lodge a complaint with the **Information Commissioner's Office** at *Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF (Tel: 0303 123 1113)*, if you think that any of your rights have been infringed by us.

#### Other Products and Services

If you would like to receive further information from us about other products or services offered by First State Investments (UK) Group, please ensure you tick the relevant box on the appropriate application form or contact us by e-mailing us at [enquiries@firststate.co.uk](mailto:enquiries@firststate.co.uk) or writing to us at *First State Investments (UK) Ltd, PO Box 404, Darlington, DL1 9UZ*.

#### Changes to our Privacy Notice

This Notice was updated on 05/10/2018. We reserve the right to change this Notice at any time.