

TERMS OF BUSINESS

This Terms of Business document (“**Document**”) is effective from 3rd January 2018. This Document has been prepared by Investec Bank plc (Irish Branch), for the purpose of the Central Bank of Ireland’s Consumer Protection Code and sets out information about the basis on which certain regulated activities are provided in Ireland.

REGULATORY STATUS

Investec Bank plc (Irish Branch) is authorised by the Prudential Regulatory Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules.

Investec Bank plc (Irish Branch) (“**Bank**”) is a member of the Investec Group which comprises of Investec plc, and its subsidiaries. The head office of the Bank is 2 Gresham Street, London, EC2V 7QP, United Kingdom and the Irish branch address is The Harcourt Building, Harcourt Street, Dublin 2. The Bank is registered as an external company at the Companies Registration Office, Dublin with company registration number 904428.

The Bank is subject to the following Central Bank of Ireland Codes of Conduct (“**CBI Codes**”) which offer protection to consumers. The CBI Codes can be found on the Central Bank of Ireland’s website www.centralbank.ie.

Consumer Protection Code 2012	
Minimum Competency Code 2011	Code of Conduct on Mortgage Arrears 2013

REGULATED ACTIVITIES

Our regulated activities include providing financial products and services to customers such as consumer lending, commercial lending, deposit taking, mortgages and treasury and specialised finance.

FEES AND CHARGES

We apply fees and charges to our products and services. Details of the fees and charges applicable to specific products and services will be issued to you prior to entering into an agreement with us. Any changes to the fees and charges will be notified to you in good time in accordance with this Document, the CBI Codes and the General Terms and Conditions.

CONFLICTS OF INTEREST

We have a written conflicts of interest policy in place to ensure conflicts of interest are identified and, where possible, avoided. Where it is not possible to avoid a conflict of interest, we will ensure that all of our customers are made aware of such conflicts and treated fairly and in accordance with our conflicts of interest policy. The conflicts of interest policy identifies the situations in which a conflict of interest may arise and specifies the procedures to be followed and measures to be adopted in order to manage such conflicts.

Where necessary we will seek your consent in writing to confirm that you still wish to proceed to avail of the product or service. If you have not been advised that a conflict of interest has been identified, you are entitled to assume that none arises.

CUSTOMER DEFAULTS

Where you default in your obligations to us, we may (where required) notify you of such default and may ask you to take action to remedy it to our satisfaction. At any time after such default (subject to the General Terms and Conditions relevant to the product or service and to any applicable legal requirement) we may seek to enforce your obligations to us including through the enforcement of any guarantee or security given in respect of your obligations to us to recover any monies owed to us.

COMPLAINTS PROCEDURE

We seek to resolve any concerns fairly and promptly. We have in place a written procedure for the proper handling of complaints. This procedure provides that complaints will be appropriately recorded, investigated and resolved. The outcome of any investigation will be communicated to you. For complaints that cannot be resolved immediately, we will provide you with regular updates.

Should you wish to make a complaint in relation to your business with us you may telephone us at +353 1 4210000 or by writing to us at the following address:

*Investec Bank plc (Irish Branch)
The Harcourt Building
Harcourt Street
Dublin 2*

In the event that you are not satisfied with our response, you may refer the matter to the Financial Services Ombudsman:

Financial Services Ombudsman Bureau
3rd Floor, Lincoln House
Lincoln Place, Dublin 2
Lo Call 1890 882 090 or email enquiries@financialombudsman.ie.

DATA PROTECTION

Investec treats a Client's privacy very seriously and understands that a Client may wish to know how Investec will use the information collected from or about a Client. Investec will use personal information received or personal information relating to a Client's officers, employees, members or partners in accordance with the Data Protection Acts, 1988 and 2003, as amended, extended or replaced from time to time. Such personal data will be used for the purposes of administering a transaction, for performing Investec's legal obligations, for risk assessment or marketing. Provided such persons consent, the personal data may also be used for the purpose of Investec, its agents and/or any member of the Investec Group informing such persons of products and services which may be of interest to them. Such contact may be made by means of post, electronic mail or electronic communication or telephone.

Investec may transfer personal information outside the European Economic Area (EEA) to such countries, such as South Africa, which may not offer the same level of data protection as Ireland. A Client or its officers, employees, members or partners have a right to have any inaccuracies in the information corrected and to request a copy of the personal information held by Investec, for which Investec may charge a fee.

STATUTORY COMPENSATION SCHEME

We are a member of the Financial Services Compensation Scheme ("FSCS") in the United Kingdom ("UK").

The FSCS is the UK's statutory fund of last resort for customers of financial services firms. This means that the FSCS can pay compensation to customers if a financial services firm is unable, or likely to be unable, to pay claims against it.

Your eligible deposits with us are protected up to a total of GBP£85,000 (GBP£170,000 in the case of joint accounts) by the FSCS. This limit is applied to the total of any deposits you have with us. Any total deposits above the limit are not covered.

Any compensation would be payable in euro, calculated by reference to the applicable exchange rate on the compensation date. For more information on the scheme including eligibility, please visit the FSCS website at www.fscs.org.uk.

CHANGES TO THESE TERMS OF BUSINESS

These Terms of Business are subject to amendment as required by law or at our discretion. Where there are any material changes to this Document we will notify affected customers as soon as possible in paper or electronic form and the notice may take the form of an advertisement in one or more newspapers circulated nationally in Ireland or the placing of an updated Terms of Business document on our website.

This Document and any other documentation which is used by us to communicate with you will be prepared in the English language.

This Document has been issued for your protection. We would be happy to provide an explanation of any of the terms set out within this Document or provide additional information if requested. Otherwise we will assume that this Document is acceptable to you.

In the event of a conflict between this Document, the Terms and Conditions of your facility, loan or other service (as the case may be) and/or any other agreement entered into by you with us, the Terms and Conditions of your facility, loan or service (as the case may be) and any such agreement will prevail.