

## Handelsbanken ACD Limited

## Handelsbanken Multi Asset Funds (the “Fund”)

### Additional Investor Information and Terms & Conditions

#### 1.1 Introduction

Handelsbanken ACD Limited (“ACD”) is authorised and regulated by the Financial Conduct Authority, FCA Register No. 936858. The main business of the ACD is the operation of collective investment schemes and acting as an Authorised Fund Manager. Further information in relation to the ACD may be obtained from the Financial Services Register by visiting the FCA website at <http://register.fca.org.uk/>, or by writing to the FCA at 12 Endeavour Square, London E20 1JN.

#### 1.2 Data Protection

A copy of our privacy policy (also known as a privacy notice) appears in the Appendix and is also available at <https://wealthandasset.handelsbanken.co.uk/> or on request from the ACD.

#### 1.3 Money Laundering

You authorise us to use personal information provided by you in order to conduct appropriate checks to enable us to comply with our obligations under Anti-Money Laundering Requirements. Further details are set out in clause 2 of the Terms and Conditions.

#### 1.4 Our Agreement with you

Please read the Additional Investor Information and the Terms and Conditions carefully. The Terms and Conditions replace any terms and conditions which you may have previously entered into. It is important that you retain the Additional Investor Information and the Terms and Conditions as your rights as an investor are governed by them.

The Additional Investor Information and the Terms and Conditions apply in addition to the Prospectus and the Key Investor Information Document. The Additional Investor Information and the Terms and Conditions, together with the Prospectus, Key Investor Information Document and Application Form, form our agreement with you.

You should read the Prospectus of all Open-ended Investment Companies in which you invest. Among other things, these set out risk warnings relevant to your Investment.

## **Additional Investor Information**

### **1.5 Cancellation rights**

Cancellation rights may be available to you if you have invested as a result of advice from a professional adviser. If you have invested via a professional adviser you may be entitled to cancellation rights within 14 days of receiving from us a notice of your right to cancel. If you have the right to cancel and you wish to do so you should return the completed notice to the ACD at: 25 Basinghall Street, London EC2V 5HA within 14 days of receipt. You cannot claim full reimbursement if the value of your investment falls before we receive written confirmation that you wish to cancel. Provided you return your cancellation instruction to us within the 14 days, we will return the amount invested to you less any fall in value your investment may have experienced in the interim.

We reserve the right to return the cancellation proceeds by bank transfer (CHAPS or BACS). Proceeds returned by bank transfer will only be returned to the account from which the original subscription was received.

### **1.6 Compensation**

If we cannot meet our obligations you may be entitled to compensation from the Financial Services Compensation Scheme (the 'Scheme'). Your entitlement to compensation depends on the type of business and the circumstances of the claim. Most types of investment business are covered for claims of £50,000 per person per firm. The amounts of compensation may change from time to time and you should check your entitlement with the Scheme.

Further information about compensation arrangements is available from the Scheme.

You can contact the Scheme by calling their helpline on 0800 678 1100 or 020 7741 4100, visiting the Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to the Scheme at Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

### **1.7 Complaints**

If you have any queries or complaints please write to:

Handelsbanken ACD Limited  
Head of Compliance  
25 Basinghall Street, London EC2V 5HA

Alternatively, you may contact us by telephone on +44 (0)2070451 411 or by e-mail to [Compliance.hwam@handelsbanken.co.uk](mailto:Compliance.hwam@handelsbanken.co.uk).

We will acknowledge your complaint promptly upon receipt so that you can be sure that we have received it. Your complaint will be investigated by the Head of Compliance or another suitable individual approved by the Head of Compliance, who was not directly involved in the matter which is the subject of the complaint. We will aim to respond to you at the earliest opportunity and will, of course, keep you informed of our progress.

If we are unable to respond to your complaint within eight weeks or you remain dissatisfied with our final response you can refer your complaint, free of charge, to the Financial Ombudsman Service, which is an independent expert in settling complaints between consumers and financial services providers. Their contact details are:

The Financial Ombudsman Service  
Exchange Tower  
London, E14 9SR

Telephone: 0800 023 4567  
Fax: 020 7964 1001  
E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

#### 1.8 **Voting Policy**

The ACD delegates the day to day investment management of the Fund to the delegate portfolio manager. The ACD also delegates the exercise of voting rights to the delegate portfolio manager. Further details about the delegate portfolio manager are set out in the Prospectus of the Fund. Further details on the voting policy are available from the ACD.

#### 1.9 **Order Execution Policy**

The ACD's Order Execution Policy sets out the factors which the ACD expects the delegate portfolio manager to consider when effecting transactions and placing orders in relation to the and Open-ended Investment Companies in which you invest. This policy has been developed in accordance with the ACD's obligations under the FCA Rules to obtain the best possible result for the Open-ended Investment Companies in which you invest.

Details of our Order Execution Policy are available on our website <https://wealthandasset.handelsbanken.co.uk/>

#### 1.10 **Fees and expenses**

The ACD charges fees and expenses as operator of the Open-Ended Investment Company in which you invest and full details are disclosed in the Prospectus of the Open-ended Investment Company, which is available on our website <https://wealthandasset.handelsbanken.co.uk/> or on request. Details of our Conflicts of Interest Policy are available on our website <https://wealthandasset.handelsbanken.co.uk/>.

## Terms and Conditions

These are the Terms and Conditions on which the ACD conducts designated investment business.

### 1. Definitions and interpretation

1.1. In these Terms and Conditions, the following words and expressions have the meanings set out below (unless the context otherwise requires):

**Account** means the client account which we open for each investor;

**Anti-Money Laundering Requirements** means all applicable anti-money laundering legislation, regulations, rules or guidelines (as amended from time to time);

**Applicable Law** means all applicable laws and regulations of the UK;

**Application Form** means the application form to be completed and signed by you relating to your subscription for an Investment;

**Associate** means a company within the same group of companies as the ACD;

**Authorised Fund Manager** means the authorised corporate director of an Open-Ended Investment Company;

**Business Day** means a day (other than a Saturday or a Sunday) on which the London Stock Exchange is open for general business in London, England;

**Client Money** means all monies which we receive or hold on your behalf under the FCA Rules;

**Data Protection Regulations** means all applicable data protection laws and regulations without limitation, the Data Protection Act 2018, and (a) the General Data Protection Regulation (EU) 2016/679 ("GDPR"), (b) any applicable legislation supplementing or implementing GDPR in the United Kingdom, and (c) any legislation that in respect of the United Kingdom, replaces GDPR as a consequence of the United Kingdom leaving the European Union);

**FCA** means the Financial Conduct Authority, currently of 12 Endeavour Square, London, E20 1JN, including any replacement regulatory body;

**FCA Rules** means the rules and guidance of the FCA (as amended from time to time);

**Investment** means Shares held directly or in an Account;

**Key Investor Information Document** means the essential information describing your investment in an Open-Ended Investment Company. Until all Open-Ended Investment Companies are subject to the disclosure requirements of the Packaged Retail and Insurance-based Investment Products ("PRIIPS") regulation, the reference to "Key Investor Information Document" should be read as including any supplementary information provided by the ACD to potential investors on the costs and charges relating to its funds;

**Open-Ended Investment Company** means a type of authorised investment fund of variable size in corporate form, in which investors can invest their monies which are managed and invested on their behalf by investment professionals;

**Prospectus** means the prospectus of any Open-Ended Investment Company in which you invest;

**Share** means a share (of any class) in an Open-Ended Investment Company operated by the ACD;

**Terms and Conditions** means these terms and conditions;

**UK** means the United Kingdom consisting of England, Wales, Scotland and Northern Ireland only;

**Valuation Point** means, in respect of Shares (of any class), the point at which a valuation is carried out for the purpose of determining the price that such Shares (of any class) may be sold or purchased by you; and

**You or investor** means a person who invests in financial products provided by the ACD.

1.2. References to a 'clause' means a clause of these Terms and Conditions. References to legislation, regulations, orders or rules shall mean such legislation, regulations, orders or rules, as amended from time to time or any re-enactment or replacement legislation, regulations, orders or rules, from time to time. Clause headings are for convenience only and do not affect the interpretation of these Terms and Conditions.

## **2. Money laundering**

- 2.1. To comply with Anti-Money Laundering Requirements, we may be required to verify the identity of our customers. The provision of any services to you is subject to satisfactory completion of our verification process and our acceptance of your Application Form. We reserve the right to refuse any application without providing a reason to you.
- 2.2. You authorise us to use personal information provided by you in order to conduct appropriate checks to enable us to comply with our obligations under Anti-Money Laundering Requirements. Accordingly, we may undertake a search with Experian for the purpose of verifying your identity. To do so, Experian may check the details we hold about you and which you have supplied against any particulars on any database (public or otherwise) to which Experian may have access. Experian may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained. You may also be required to provide additional information. Should this be necessary, we shall write to you, explaining our requirements.
- 2.3. The ACD may ask you to supply evidence of your identity and your address from time to time. Should we require you to provide evidence of your identity and address then we will ask you to provide either original or certified copy documents which are personal to you and which will enable the ACD to fulfil its regulatory obligations. Where original documents are provided, these will be copied for the ACD's sole record-keeping purposes. The originals will be returned to you. If certified copies are provided to us, these must conform to the standard required by the ACD, details of which will be provided to you (in summary, we will not accept documents that have been self-certified, nor will we accept documents certified by someone related to, in a relationship with or living with you).
- 2.4. Please note that in certain circumstances we reserve the right to withhold redemption proceeds until we have received satisfactory proof of identity and/or address or such other requested information.
- 2.5. Subscriptions must be drawn on an account in the name of the investor and held with a recognised and authorised financial institution. Banker's drafts and the like must be endorsed to show the subscription funds have been drawn on an account in the name of the investor. Where such endorsement is not provided, we will require you to provide evidence that the funds have been drawn on an account in your sole or joint name. Until such time that the requested evidence has been provided, we will not be able to release the proceeds of any subsequent disinvestment. In such event, we shall not be liable for any loss whether direct or indirect as a result of any failure to provide us with appropriate evidence(s) pursuant to this clause.
- 2.6. Subscription payments which are drawn on a third party may be accepted, subject to clause 3.9 of these Terms and Conditions, and if they are, will be treated as if the third party had made the application directly to the ACD.
- 2.7. Subscriptions from non-individuals must be made using the non-individual section of the Application Form and accompanied by all applicable anti-money laundering verification evidence requested by the ACD, to enable the ACD to comply with its obligations under Anti-Money Laundering Requirements.
- 2.8. At all times, we reserve the right to share your personal and /or account information with any competent authority to fulfil our regulatory obligations. We will also share your personal and/or account information where directed to do so under a court or similar order.

## **3. Applications**

- 3.1. Applications and instructions may be sent to us as described in the Application Form and the Prospectus.
- 3.2. All joint investors must sign the Application Form and all references in these Terms and Conditions to 'you' or an 'investor' apply to each joint investor individually.
- 3.3. You confirm that all information you provide to us will be accurate and up-to-date and agree to inform us of any changes to the information.
- 3.4. We will process changes to your information as quickly as we can upon receipt, subject to the need to ensure the validity and accuracy of any changes required. Wherever possible, please allow sufficient time, at least 5 Business Days for changes to take effect.

- 3.5. Unless otherwise agreed by us, investors must be over 18 years of age and resident in the UK. If you are resident outside of the UK, you must satisfy yourself that under your local laws you are eligible to apply for and hold the relevant Investment and you should be aware that additional eligibility checks may be required before an application can be accepted. The ACD reserves the right to reject, on reasonable grounds relating to the circumstances of an applicant, any application for an Investment in whole or part.
- 3.6. You may authorise another person to act on your behalf by signing a third party mandate or a power of attorney (in a form acceptable to the ACD). For joint investments, all joint investors must sign. If you authorise another person to act on your behalf, you will be responsible for their actions or omissions as if they were your own.
- 3.7. Strictly all applications must be made by the investor. However, the ACD in its reasonable discretion may accept an application (or transfer application) made by an investor's legal representative where the investor is not able to complete the Application Form by reason of mental disorder, incapacity, physical disability, illness or old age. The appointed person must provide the original or certified true copy of the formal document authorising the person to act on behalf of the investor and any other documentation reasonably requested by us.
- 3.8. All non-individual applicants should complete the non-individual section of the Application Form.
- 3.9. All payments by you must be made in full in the currency of the investment, and without any deductions whatsoever. We will not accept payments from third parties unless we are satisfied that the funds are owned by you. We reserve the right to request verification of the source of funds before accepting them, evidence of identity of the third party and address and/or other information requested by the ACD to enable us to comply with our obligations under Anti-Money Laundering Requirements and, until such time, the relevant amount shall be treated as unpaid. We may, in our reasonable discretion, choose to deal before receipt of cleared funds from you. In such case, if cleared funds are not received from you within five Business Days of receipt of your Application Form or other instruction, we may sell or realise the relevant Investment without further notice to you in order to meet any liabilities which we may have incurred on your behalf. In the event of such a sale or realisation, we shall be entitled to transfer such Investments to such persons as we shall specify and, recover any shortfall from you.
- 3.10. Subject to clause 3.9 Shares are bought and sold at the next Valuation Point following receipt of a completed and signed Application Form or instruction received to the correct dealing address.

#### **4. How we deal with you**

- 4.1. For the purposes of the FCA Rules, we classify you as a 'Retail Client'. Classification as a Retail Client provides you with the highest level of regulatory protection under the FCA Rules.
- 4.2. We will never offer or provide you with any investment, trading, tax or financial advice. Nothing in these Terms and Conditions should be taken as a recommendation to buy, sell or hold shares in any company or other investments. You should rely on your own judgment when deciding whether or not to enter into any transaction or seek advice from a professional adviser.
- 4.3. We do not provide you with advice or discretionary management services under these Terms and Conditions. We will therefore not assess the suitability of an Investment for you or the services that we provide to you. You will not benefit from the protection of the FCA Rules on assessing suitability. You should contact a professional adviser if you require investment advice.
- 4.4. You must not use your Investment as collateral to guarantee a loan or otherwise try to grant rights over your Investment.
- 4.5. Where we place orders to deal in Shares on your behalf under these Terms and Conditions, we may aggregate your orders with those of other investors. This aggregation may work to your disadvantage in relation to a particular order.
- 4.6. You may instruct us to sell part of your Investment and use the proceeds to buy other Shares. We will use the sale proceeds to buy your selected Shares immediately prior to the Valuation Point on the Business Day of the sale.
- 4.7. Where an Open-Ended Investment Company issues different classes of Shares respectively, you may convert your Shares to another class of Shares provided you are eligible to hold such Shares.



- 4.8. If you hold income Shares, distribution of the income will be paid to you by electronic transfer directly into your bank account on or before the relevant income allocation date as set out in the Prospectus of the Fund, unless you inform us that you wish to have the income reinvested to become part of the capital property of the Fund. Should you not provide us with valid bank account details we will automatically reinvest any income on your behalf.
- 4.9. If you hold accumulation Shares, the income will be automatically reinvested (net of any charges and tax) and will become part of the capital property of the Fund as set out in the Prospectus of the Fund.
- 4.10 The Investments are not complex products for the purposes of the FCA Rules and as such, in providing services under these Terms and Conditions we are under no duty to assess the appropriateness of the Investments for you and we will not do so.

## 5. Client money

- 5.1. We will hold money received from you, or received on your behalf, in a general client bank account, subject to clause 5.2, in accordance with the FCA Rules and with an approved bank (as defined in the FCA Rules) in the UK. The bank will hold your money on our behalf in a trust account.
- 5.2. **Interest:** Whilst interest might be earned on the balances held within this bank account, no interest will be payable to you in respect of such money.
- 5.3. The money will not be used by us in any transactions other than as specified in these Terms and Conditions. We will not be responsible for any acts or omissions of any approved bank which holds your money. In the event you overpay the ACD for your investment by an amount which is less than £1 we may deem this amount to be due and payable to the ACD. Any money that is considered to be due and payable to the ACD will not be treated as client money nor will it be returned to you. Initial charges in respect of Investments will be payable to the firm on settlement with the Depositary. Any initial charge in respect of monies received more than one Business Day ahead of the settlement date will be held in the Client Money bank account, until this money becomes due and payable to the firm, at which point it will be held within our corporate bank account. In all other instances the initial charge will be held within our corporate bank account. Any monies owed to you in respect of annual management charge rebates will be held in the Client Money bank account, once they become due and payable, and will be paid to you from this account.
- 5.4. **Pooling:** Please note that, whilst the cash balance for each investor will be recorded separately, Client Money will be pooled with money held on behalf of other investors. In the event of financial failure of the ACD or another institution holding your money, your money will be distributed in accordance with the FCA Rules and you may not receive the full amount of your money back. The ACD reserves the right to delay or withhold payments to you in the event of financial failure of the institution which is holding your money such that the ACD is unable to access that money. In those circumstances the ACD will not be liable to fund payments to you out of its own resources.
- 5.5. **Delivery versus payment exemption:** The ACD may make use of the delivery versus payment (DvP) exemption in relation to transactions in regulated collective investment schemes, as defined in the FCA Rules. You hereby consent to the use of this exemption. Further details on the DvP exemption are set out in the Prospectus.
- 5.6. **The ACD ceasing to be the Authorised Fund Manager:** If the ACD ceases to act as the Authorised Fund Manager of the Open-Ended Investment Company in which you invest, the ACD, in accordance with FCA Rules will either:
- 5.6.1. transfer any Client Money balance which it may be holding on your behalf to the new Authorised Fund Manager, and you hereby consent to any such transfer; or
  - 5.6.2. continue to hold any Client Money balance on your behalf, subject to clause 5.7, until such time that you have returned all relevant documentation requested by the ACD which is necessary for the ACD to return the monies to you.
- 5.7. **Client money balances:** Client Money balances held by the ACD on behalf of investors may be released from Client Money accounts and paid to a registered charity after a period of at least six years. The ACD will take the steps required by regulation to return your money to you prior to

releasing any such balances and will make good any valid claim against any released balances. No interest will be payable on these balances.

5.8. **Withholding distributions:** In the event that the ACD is required by Applicable Law to withhold a percentage of any distribution that is payable to you in respect of the shares, such monies shall no longer be held by us on your behalf or be held as Client Money.

5.9. **Further information:** For further information regarding the treatment of your money with respect to the FCA Rules please see the Prospectus.

## 6. Termination

6.1. **Transfer to another Authorised Fund Manager:** If the ACD anticipates ceasing to be the Authorised Fund Manager of the Open-Ended Investment Companies that you have invested in pursuant to these Terms and Conditions, the ACD may transfer your Account (and the rights and obligations of the parties to it) to another Authorised Fund Manager on 30 days' prior notice to you. Such notice will set out the details of the transfer in accordance with the FCA Rules and Applicable Law. In order to effect such a transfer, the ACD may sell or transfer the Shares in your Account.

6.2. **If you wish to close your Account:** You must provide written instruction to the ACD if you wish to close your Account after the 14 day cancellation period. Your instructions will take immediate effect on receipt but will not cancel or amend any instructions you have already sent to us. Subject to clause 6.4, the ACD will normally pay to you the value of your Account within four Business Days of the next valuation date following receipt of your duly signed and completed form of renunciation or other such authority in a form acceptable to the ACD. There is no penalty or charge for closing your Account and no notice period is required.

6.3. **ACD anticipates ceasing to be the Authorised Fund Manager:** We may give you reasonable written notice, to close your Account if the ACD anticipates ceasing to be the Authorised Fund Manager of the Open-Ended Investment Company that you have invested in and it is not feasible to arrange a transfer in accordance with clause 6.1, or if you breach these Terms and Conditions. If we decide to close your Account we may sell the Shares held in your Account following the expiry of the notice and return the proceeds and any un-invested cash in your Account to you. We will not be liable to you for any loss, liability or damage you may suffer if we close your Account.

6.4. **Suspension of dealing:** If dealing in the Shares of an Open-ended Investment Company held in your Account is suspended, the ACD may extend the period specified in clause 6.2 to seven days after which the suspension of dealing in the Open-ended Investment Company ends.

## 7. Death of an investor

7.1. In the event of your death, the ACD will continue to deal with your investment in accordance with these Terms and Conditions and in accordance with the instructions received from either (i) the surviving joint account holder or (ii), where there is no surviving joint account holder, the person appointed or entitled to deal with your estate (your 'representative'), who will become subject to these Terms and Conditions (if not already). Your representative must provide us with proof of their appointment or entitlement before we can act under their instruction.

## 8. Limitation of liability

8.1. We will use all reasonable care and skill in the set up and management of your Account.

8.2. We will not be liable to you for any losses or expenses suffered by you as a result of a delay or failure due to circumstances beyond our reasonable control (for example, because of failure of computer systems or telecommunications links or overriding emergency procedures, postal delays, flood, fire, storm, labour disputes (outside of the ACD and/or our Associates), accident, vandalism, malicious damage, war or terrorism, epidemic or pandemic). We will, where possible, take such reasonable steps as we can to resume our service to you as soon as possible following any delay or failure.



- 8.3. Subject to clause 8.6, our liability to you under these Terms and Conditions is limited to losses directly caused by the deliberate or careless mistakes, or fraudulent action of us and/ or our Associates.
- 8.4. We will not be liable to you to the extent that we properly rely on information or instructions supplied by you or which claim to come from you, so long as they reasonably appear to come from you or on your behalf.
- 8.5. You will be responsible for any losses and/or expenses which are the result, and which a reasonable person would consider to be the probable result, of any untrue, misleading or inaccurate information deliberately or carelessly given by you, or on your behalf, arising from or in connection with these Terms and Conditions or the transactions contemplated by these Terms and Conditions, except to the extent such losses and/or expenses are determined to have resulted from the deliberate or careless mistakes, or fraudulent actions of the ACD and/or its Associates.
- 8.6. Nothing in these Terms and Conditions shall exclude or limit:
- 8.6.1. our liability for death or personal injury resulting from our negligence; or
  - 8.6.2. our liability for any losses or expenses suffered by you as a direct result of our deliberate mistakes or fraudulent losses; or
  - 8.6.3. any liability that we may have to you under the FCA Rules; or
  - 8.6.4. any other liability which cannot be excluded or limited by law.

## **9. Statements and notices**

- 9.1. The ACD will send you a valuation and transaction report at least twice yearly for each Investment held. Copies of the annual and half yearly reports will be published on the ACD's website at <https://wealthandasset.handelsbanken.co.uk/>
- 9.2. All communications with investors will be in English.
- 9.3. If you deal with us through a professional adviser you will need to provide us with permission to give that professional adviser information about your Investment.
- 9.4. Any letter or document from us sent by post will be deemed to have been served on the second Business Day following that on which it is posted and service will be sufficiently proved if there is evidence that the envelope containing the letter or document was properly addressed, stamped and posted.

## **10. Delegation of functions**

- 10.1. Subject to Applicable Law, we may delegate any of our functions or responsibilities under these Terms and Conditions to any person provided that before doing so we satisfy ourselves that such person is competent to carry out those functions and responsibilities.
- 10.2. On giving you at least 30 days' notice, we may appoint an Associate as operator of the Fund in our place. In such circumstances, that Associate will manage the Account in accordance with these Terms and Conditions.
- 10.3. You may not transfer any of your rights or obligations in relation to your Investments to another person.

## **11. Variation/replacement of these Terms and Conditions**

- 11.1. We may, from time to time, make any changes to or replace these Terms and Conditions (including as to charges and fees), where we have valid reason to do so. Where possible, we will give you at least 30 days' prior notice of any change or replacement of these Terms and Conditions. In particular, we may vary these Terms and Conditions for the following reasons:
- 11.1.1. to respond proportionally to changes to, or to comply better with, Applicable Law or the interpretation of those laws, regulatory requirements, industry guidance or codes of practice that we follow, or the way that we are regulated;
  - 11.1.2. to reflect decisions or recommendations of the Financial Ombudsman Service, a court, the regulator or similar body which is relevant to us or your Investment;
  - 11.1.3. where reasonably required as a result of changes in market conditions or market practice;

- 11.1.4. to rectify errors, inaccuracies or ambiguities; or to take account of any corporate restructuring within the ACD's group companies;
- 11.1.5. to reflect reasonable alterations in the scope and nature of the services provided to you under these Terms and Conditions or any previous versions thereof resulting from alterations made to our system capabilities or administration procedures;
- 11.1.6. as a result of new services which we may make available to you; or
- 11.1.7. to prevent misuse of the service.
- 11.1.8. If you do not like the changes proposed you will be able to immediately terminate these Terms and Conditions and we will return the proceeds of your investment to you in accordance with these Terms and Conditions.

## **12. Conflicts of interest**

- 12.1. You acknowledge and agree that when we (or our agents or delegates) enter into a transaction for you, we may (a) share charges with our Associates and other third parties, or receive and retain remuneration from them in respect of transactions carried out on your behalf. Details of any such remuneration or sharing arrangements are available to you on request; (b) be acting as agent or making arrangements for you on your instructions in relation to transactions in which we are also acting for other customers; or (c) be in a position where we have some other material interest in relation to the transaction
- 12.2. In accordance with the FCA Rules, the ACD has in place arrangements, which may be updated from time to time, to manage conflicts of interest that arise between us and our clients or between our clients. The ACD will deal with potential conflicts of interest in accordance with our Conflicts of Interests Policy and our Order Execution Policy which provide that we will identify and manage conflicts of interest to ensure fair treatment of all clients and ensure that we act in the client's best interests. If it is not possible to manage or avoid a potential conflict of interest then the ACD may seek to disclose the general nature and/or sources of conflict to you before undertaking business for you. Details of our Conflicts of Interest Policy and Order Execution Policy are available on our website <https://wealthandasset.handelsbanken.co.uk/>.

## **13. Data protection**

- 13.1. Data Protection and privacy legislation applicable in the UK (the Data Protection Regulations) provides protection to individuals by governing, amongst other things, the way in which personal data is held and used. Individuals are also afforded rights of access to such information held about them. The ACD will process your personal data fairly and lawfully and will hold and protect your personal information in accordance with the principles of the Data Protection Regulations. Our Privacy Notice is included in the Appendix to these Terms and Conditions and is also available on our website at <https://wealthandasset.handelsbanken.co.uk/>. The Privacy Notice may be updated from time to time. We will inform you if material changes are made either to the Privacy Notice or to the way that we process your data.

## **14. Contact details**

- 14.1. You can contact our customer services department by telephoning 0370 606 6422 (non-geographical number) or 020 3528 4029 (lines are open between 8:30am to 5:30pm Monday to Friday) or by writing to: Handelsbanken ACD Limited, P.O. Box 610 Darlington, DL1 9EP.
- 14.2. Where required by regulation, your telephone or other calls with the ACD will be recorded and may be monitored. In addition, to ensure that the ACD carries out your instructions accurately, to help the ACD continually improve its service and in the interests of security, we may monitor and/or record other calls. Any recordings remain our sole property.

## **15. Email**

- 15.1. The use of e-mail is not considered a secure medium for the transmission of personal data. We therefore strongly recommend that you do not communicate any sensitive information via this

medium. Should you choose to do so, you accept that you do so at your own risk and that the ACD will not be liable for the consequences.

15.2. Where we are able to do so, we may encrypt e-mail messages that we send to you. Should we do so, you accept that we are not responsible for any failure by you to access such messages.

#### **16. Contracts (Rights of Third Parties) Act 1999**

16.1. Except as specifically provided in these Terms and Conditions, nothing in these Terms and Conditions shall confer or is intended to confer on any third party any benefit or the right to enforce any terms contained herein under the Contracts (Rights of Third Parties) Act 1999

#### **17. General**

17.1. If any provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions in these Terms and Conditions shall continue in full force and effect with the invalid provision eliminated.

17.2. English Law will apply to these Terms and Conditions. The English courts will hear any dispute (including any non-contractual disputes) arising from or in relation to these Terms and Conditions.

## Appendix - Privacy Notice

### Data Protection

#### Introduction

This Privacy Notice explains how we use your personal information, describes the categories of personal information we process and for what purposes. We take your privacy seriously and we are committed to collecting and using your information fairly and in accordance with the requirements of all applicable data protection and privacy laws.

This Privacy Notice may be updated from time to time. We will inform you if material changes are made either to the Privacy Notice or to the way that we process your data.

#### Who we are and how to contact us

Handelsbanken ACD Limited ("ACD") is the controller responsible for your personal data. ACD is authorised and regulated by the Financial Conduct Authority ("FCA"). ACD is a wholly-owned subsidiary of Handelsbanken Wealth & Asset Management Limited ("HWAM"). HWAM is a wholly-owned subsidiary of Handelsbanken plc. Each of ACD and HWAM is authorised and regulated by the FCA. Handelsbanken plc is authorised by the Prudential Regulation Authority ("PRA") and regulated by the PRA and the FCA. When we mention "we", "us" or "our" in this Privacy Notice, we refer to the relevant company responsible for processing your data. Further information can be found on [wealthandasset.handelsbanken.co.uk](http://wealthandasset.handelsbanken.co.uk).

Our Data Protection Officer can be contacted at 25 Basinghall Street, London EC2V 5HA or at [dpo.hwam@handelsbanken.co.uk](mailto:dpo.hwam@handelsbanken.co.uk) if you have queries about this Privacy Notice or wish to exercise any of the rights mentioned in it.

#### What kinds of personal information do we hold about you?

In order to fulfil our obligations to you as our customer, we handle different types of personal information about you. We organise your personal information into the following categories:

Categories of personal information	Description (examples)

Basic personal information	<ul style="list-style-type: none"> <li>• Title and full name</li> <li>• Your personal description or photographic identification</li> <li>• Contact details, including: your home address, any other contact address, your address history, home and mobile telephone numbers and email.</li> <li>• Your date of birth</li> <li>• UK National Insurance number</li> <li>• Information on your nationality and citizenship</li> </ul>
Personal preferences	<ul style="list-style-type: none"> <li>• How you wish to be contacted</li> <li>• Marketing preferences</li> <li>• Acceptance of cookies</li> </ul>
Communication	<ul style="list-style-type: none"> <li>• A record of your communications with us, including the recording of all telephone calls with us</li> </ul>
Financial transactions	<ul style="list-style-type: none"> <li>• Bank account and sort code details</li> <li>• Details of third parties we may be asked to make payments to</li> </ul>
Financial details	<ul style="list-style-type: none"> <li>• Your banking details</li> <li>• Credit or debit card information or other payment or financial information</li> <li>• information about transactions you make in relation to a fund including your holding in a fund or the reference number in relation to your holding</li> </ul>



Special categories of personal data	<ul style="list-style-type: none"> <li>• Special category data includes: personal data revealing racial or ethnic origin; political opinions; religious or philosophical beliefs; trade union membership; genetic data; biometric data (where used for identification purposes); data concerning health; data concerning a person's sex life; and data concerning a person's sexual orientation</li> <li>• We will collect information about your gender and your marital status</li> </ul>
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## Information about other individuals

If you make a joint application, for example with your spouse, partner or family member, we will also collect the personal information mentioned above about that person. You must show this Privacy Notice to all applicants and ensure they confirm that they know you will share it with us for the purposes described in it.

If there is somebody who has power of attorney over your affairs or has authority to give us instructions, that person will see this Privacy Notice when we make contact with him/her directly.

We will generally collect your personal information from you directly via our agreement with you and our application process. We will also collect and record information about you obtained during telephone conversations, meetings and other correspondence such as emails and letters.

We also obtain your personal information from other sources such as:

- other third parties you have authorised us to correspond with; or
- other organisations, to assist in prevention and detection of crime.

In addition, some of your personal information may come from HWAM or Handelsbanken plc if you already have an account or product with them.

## How we use your personal information

We only use your personal information where it is fair and lawful to do so. This section explains our legal grounds for collecting and using information about you.

Grounds for collecting and using information about you	Information collected
You have given us your consent	<ul style="list-style-type: none"> <li>• We only rely on your consent for collecting special categories of information (described earlier above) when it is relevant</li> </ul>
It is necessary to fulfil our contract with you	<ul style="list-style-type: none"> <li>• This includes the information we need to provide you with a product or service, for example, in relation to personal data of investors or prospective investors in a fund (referred to in this notice as “investor data”): to open accounts, or to process subscriptions, redemptions, exchanges and payments of dividends, as relevant</li> </ul>
It is in our legitimate interest	<ul style="list-style-type: none"> <li>• We may use your information where it is in our legitimate interest to do so. For example, using your information to send you publications or other marketing literature; or using your information in relation to the proper management and administration of your investment and the operation the fund by us, our delegates and the service providers to the funds.</li> </ul>
It is necessary to fulfil our legal and regulatory requirements	<ul style="list-style-type: none"> <li>• We also use your personal information to meet our regulatory and legal requirements. For example, to notify you about changes to a fund; or meeting our anti money laundering obligations, or recording and monitoring</li> </ul>

	telephone calls for example, in order to process or verify instructions.
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## How you can withdraw your consent?

Where we do rely on your consent and you have given us this, you have the right to withdraw this and we will no longer collect and use this information. Please be aware that withdrawing your consent could mean that we cannot take into account all relevant information when providing our services to you.

In relation to investors or potential investors in a fund, you have the right to refuse to give us your personal data in which case we may at our discretion: refuse to issue shares in a fund to you; refuse to pay the proceeds of a redemption of shares or units; refuse to pay income on shares or units to you; or compulsorily redeem your holding. If you do withdraw your consent, we may still be able to process some of the data that you have provided to us on other grounds and we will notify you of these at such time.

## Who we share your personal information with

We will only share information with third parties where authorised to do so by you, to fulfil our contract with you, where there is a legal or regulatory requirement or if it is in our best legitimate interest to do so. This section covers who we share your information with and why. If you would like further details regarding who we share information with, please contact the Data Protection Officer.

Person/Organisation	Why
Other individuals involved in your agreement with us	<ul style="list-style-type: none"> <li>Where you have instructed us to provide information to another individual or signatory of the agreement we will do this to fulfil our contract with you.</li> <li>Where there is more than one signatory to an agreement such as in the case of joint accounts or accounts for trusts or corporate customers. We will provide your information to all signatories to fulfil our contract with you.</li> </ul>

Other providers or third parties you may ask us to provide information to or request information from	<ul style="list-style-type: none"> <li>Where we are dealing with third parties on your behalf we will ask for your authority to request information from them and, where necessary share information with them.</li> </ul>
The Handelsbanken Group	<ul style="list-style-type: none"> <li>We will share information with the wider group where it is in our legitimate interest to do so.</li> </ul>
Supervisory Authorities and HMRC	<ul style="list-style-type: none"> <li>We will share your information with regulatory authorities such as the FCA or the Information Commissioner's Office as required.</li> <li>We will also share information about you with HMRC as required.</li> </ul>
Other companies we have chosen to support us when providing services and products to you	<ul style="list-style-type: none"> <li>We share information with a limited number of third parties who support us in providing services to you and enable us to fulfil our contract with you and help us meet our legal or regulatory obligations. For example, we will share your name, address and date of birth with credit reference agencies to electronically verify your identity.</li> <li>We will also share your information with service providers, support services and organisations that help us market our services and third parties instructed by us to enable us to fulfil our contractual obligations.</li> <li>In relation to our funds, we may disclose investor data to the service providers to the funds, or to our own service providers, delegates, suppliers or our contractors and sub-contractors insofar as reasonably necessary for the purpose of the</li> </ul>

	<p>operation and administration of a fund, the distribution of a fund and the safe custody of the assets of a fund. In particular investor data may be provided to: (a) the registrar or administrator of a fund in relation to for example, on-boarding functions, anti-money laundering and other regulatory compliance checks, set-up of investor accounts, monitoring of trading activity and other record keeping obligations, subscriptions and redemptions of the shares or units of a fund, or to monitor changes to the investor register, (b) to the depositary or custodian of a fund in relation to their oversight or safe custody duties; and (c) to the investment manager of a fund in relation to the monitoring of a fund's investments.</p>
Analytics and search engine providers	<ul style="list-style-type: none"> <li>Firms that assist in the improvement and optimisation of the website on which we publish information about the funds (<a href="http://wealthandasset.handelsbanken.co.uk">wealthandasset.handelsbanken.co.uk</a>)</li> </ul>
Our insurers and/or professional advisers	<ul style="list-style-type: none"> <li>Insofar as reasonably necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, obtaining professional advice, or the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure</li> </ul>
Our auditors	<ul style="list-style-type: none"> <li>In relation to firm or fund audits</li> </ul>
Our bank	<ul style="list-style-type: none"> <li>Including as permitted under applicable anti-money laundering or anti-terrorist financing laws</li> </ul>



Law enforcement	<ul style="list-style-type: none"> <li>We share information with law enforcement agencies as required.</li> </ul>
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## Transfers of your personal information outside of the UK or the EEA

We are based in the UK but sometimes we may need to transfer your personal information outside the UK or the European Economic Area (EEA). If it is processed within Europe or other parts of the EEA then it is protected by European data protection standards.

Some countries outside the EEA do have adequate protection for personal information under laws that apply to us. We will make sure that suitable safeguards are in place before we transfer your personal information to countries outside the EEA.

## What should you do if your personal information changes?

You should tell us without delay so that we can update our records. You can contact your usual contact to do this. Alternatively, you can contact our Data Protection Officer.

## Do you have to provide your personal information to us?

We are unable to provide you with any products or services without having personal information about you. Your personal information is required before you can enter into an agreement with us and is required during the life of that agreement.

## How long we keep your personal information for

We will hold the majority of your personal information for a period of 10 years following the end of your contract with us, however there are some exceptions to this. If you would like further information about our data retention practices, contact our Data Protection Officer using the details set out above.

## What are your rights under data protection laws?

You have a number of rights under data protection laws. They do not apply in all circumstances. For more information or if you wish to exercise any of them, please contact the Data Protection Officer.

Your data protection rights	Description

The right to be informed	<ul style="list-style-type: none"> <li>We have to be transparent with you about the personal information we collect and how we use it. This is why we have a Privacy Notice.</li> </ul>
The right to have your personal information corrected	<ul style="list-style-type: none"> <li>If you believe any of your information is incorrect, wrong or incomplete we will take steps to check it and correct any factual inaccuracies</li> </ul>
The right to object to processing of your personal information	<ul style="list-style-type: none"> <li>You can object to our use of your personal information where we rely on legitimate interests (as described above).</li> </ul>
The right to restrict processing of your personal information	<ul style="list-style-type: none"> <li>You can ask us to stop using your personal information for certain reasons. In most cases we will still be able to keep your information but we will ensure that we do not use it in the future for the reasons you have restricted.</li> </ul>
The right to have your personal information deleted (also known as the “ <i>right to be forgotten</i> ”)	<ul style="list-style-type: none"> <li>If we no longer need to keep your information you can ask us to delete it. We will do so if we have no legal, regulatory or compelling business reason to keep it.</li> </ul>
The right to request access to your personal information	<ul style="list-style-type: none"> <li>You can ask us to provide you with a copy of the personal information that we hold about you.</li> </ul>

<p>The right to port your personal information to another firm</p>	<ul style="list-style-type: none"> <li>• If we hold your personal information electronically and use it with your consent or to fulfil our contractual obligation with you, you can ask us to transfer the data to another organisation in a safe and secure way and in a machine readable format.</li> </ul>
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## Cookies

We may use cookies and other similar technologies on our website. Cookies are small text files that may be stored on your computer or mobile device when you visit a website. These technologies may do different things, such as letting you navigate between web pages efficiently and remembering your preferences. Our website provides further information on how and where we use cookies and how you can control them.

## How to make a complaint

We aim to provide complete customer satisfaction but we also recognise that there may be a time when you feel that we haven't delivered and would like to make a complaint. If you think things have gone wrong and you are unhappy with us, please contact your usual contact or the Data Protection Officer in the first instance and they will try to assist you. More information on how to complain can be found on our website.

If you are still unhappy you have the right to complain to the Information Commissioner's Office which enforces data protection laws. Further details can be found on their website [www.ico.org.uk](http://www.ico.org.uk).

