



Investor &
Treasury Services

Addendum to the General Terms and Conditions Applicable to Irish CIS

Addendum to the General Terms and Conditions Applicable to Irish CIS

This addendum to the General Terms and Conditions (the **Addendum**) automatically applies to all (and only to) Clients established in Ireland and constituted in the form of undertakings in collective investments (referred to in Ireland as collective investment schemes, **Irish CIS**) and which have appointed the Irish branch of the Bank, RBC Investor Services Bank S.A., Dublin Branch having its registered office 4th floor, One George's Quay Plaza, George's Quay, Dublin 2 Ireland, as depositary for the purposes of Directive 2011/61/EU of 8 June 2011 on Alternative Investment Fund Managers, as amended, or Directive 2009/65/EC of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (recast) and for which the Bank only provides services under the General Terms and Conditions (in particular, the opening and operation of cash accounts).

This Addendum forms part of the General Terms and Conditions.

Capitalised terms used in this Addendum have the meaning ascribed in the General Terms and Conditions, unless provided otherwise herein.

In the event of any conflict between the terms of this Addendum and the terms of the General Terms and Conditions, the terms of this Addendum shall take precedence of the terms of the General Terms and Conditions.

The Irish CIS and the Bank hereby agree that, in relation specifically to the Irish CIS, Article 40.3 of the General Terms and Conditions shall be replaced by the following provisions:

“The Irish CIS acknowledges and agrees that, in order to improve the efficiency and quality of the operational tasks relating to the services the Bank offers to the Irish CIS under these General Terms and Conditions or under any Other Agreement (such as, among others, fulfilling the procedure of account opening, conducting risk assessments as prescribed by AML/KYC provisions, conducting risk management controls, back-office/middle office services, IT security and other related IT services, ensuring higher-quality services for certain administrative, operational and client facing tasks pertaining to its activities and transferring information to process payment instructions of the Irish CIS) and in order to offer to the Irish CIS the benefit of the full added-value services offered by the Bank, the Bank may outsource, in whole or in part, business, control or

*operational functions (or any other relevant function as the case may be) to other entities of the Bank's Group (where relevant) or to third party service providers (such Bank's Group entities and third party service providers, together the **Service Providers**) and that the Bank will not need to further obtain the Irish CIS' consent or to send the Irish CIS any further notice thereof, except if required by application of law or if otherwise specifically agreed between the Parties under this article 40.3.*

*In this context, the Service Providers may have access to and process certain confidential information and documents concerning the Irish CIS that have been created or collected by, or communicated to (whether provided in person, by mail, email, fax, telephone or any other means) the Bank such as personal identification data and details (name, address, place of incorporation, identity of representatives, tax domicile, KYC documentation, etc.), as well as data relating to the Irish CIS' business affairs (data generated by the Bank in the context of the services provided to the Irish CIS, business contacts, information on the Irish CIS, the Irish CIS' beneficial owner, information on the Irish CIS' Investors, etc.) (the **Information**).*

The description and purposes of the outsourced functions, the Information that may be transferred and/or disclosed to such Service Providers as well as the country where they are located are detailed in Annex 3 hereof.

The Bank has taken reasonable technical and organisational measures to ensure the confidentiality of the Information transmitted and to protect the Information against any unauthorised processing, taking into account that the level of protection for personal data, and confidential information in general, in third-countries may not be the same as in Luxembourg. The Service Providers are either subject by law to a professional secrecy obligation or will be contractually bound to comply with strict confidentiality rules. Information that will be transferred in accordance with the purposes described above will only be accessible to a limited number of persons within the relevant Service Providers, on a need to know basis. Unless otherwise authorised by law or to comply with requests from, and requirements of, national or foreign regulatory or law enforcement authorities, the relevant data will not be transferred to entities other than the Service Providers. The Irish CIS hereby acknowledges and accepts that the Service Providers may not be subject to Luxembourg professional secrecy rules and that professional secrecy obligations applicable to them may be less stringent than Luxembourg professional secrecy legislation.

Addendum to the General Terms and Conditions Applicable to Irish CIS

Against this background, the Irish CIS hereby explicitly consents and expressly mandates, authorises and empowers the Bank to transfer the Information to Service Providers in the context of the outsourcing arrangements described in Annex 3 hereof.

In cases where its consent is required in connection with the transfer of its Information, the Irish CIS will be notified of any new transfer of Information under new outsourcing arrangements or any change in the features of an existing outsourcing arrangement related to the transfer of Information (including the country of establishment of the above-mentioned Service Providers receiving the Information) through appropriate means, such as account statements or email. Any such new transfer of Information under a new outsourcing or change in the features of an existing outsourcing arrangement related to the transfer of Information (including the country of establishment of the above-mentioned Service Providers) is deemed to be accepted by the Irish CIS if the Irish CIS has not addressed a written objection to the Bank within thirty (30) calendar days from the date of the notice of the transfer of Information under a new outsourcing arrangement or the change in existing outsourcing arrangement related to the transfer of Information. Annex 3 will be updated to reflect such transfer of Information under any new or amended outsourcing arrangement and will be communicated to the Irish CIS along with the relevant notice of the transfer of Information under the new or amended outsourcing arrangement.

The Irish CIS acknowledges and hereby agrees that this article 40.3 applies to the Other Agreements as well as any future agreements to be entered into between the Bank and the Irish CIS and that this article 40.3 shall prevail on and supersede any provisions relating to the subject matter of this article 40.3 conflicting with its content in the Other Agreements or any future agreements to be entered into between the Bank and the Irish CIS.