

1. WHO SHOULD READ THIS DOCUMENT AND WHAT IS ITS PURPOSE?

This document is relevant to those retail clients of SEI Investments (Europe) Ltd (“SEI”) who consume SEI services governed by SEI’s Custody Terms (“Custody Terms”).

The Custody Terms were provided to you when SEI was appointed as a custodian of all or part of your financial assets (including, to the extent relevant, both money and financial investments held by SEI on your behalf).

SEI’s appointment as a custodian of all or part of your financial assets was made on your behalf by a regulated firm (the “Intermediary Firm”) you have appointed to provide you with certain services associated with those assets (e.g. investment/asset/wealth management services) and which, as your agent, has arranged for SEI to provide to you relevant services governed by the Custody Terms.

This document contains certain information that SEI considers you may find useful, and therefore provides to you, in its role as custodian of financial assets held by SEI on your behalf.

This document is not legally binding to SEI or the reader, it should be read in conjunction with the Custody Terms and to the extent that there is any inconsistency between this document and SEI’s Custody Terms, SEI’s Custody Terms prevail.

2. GENERAL INFORMATION

2.1. How is SEI regulated?

SEI is authorised and regulated by the Financial Conduct Authority (“FCA”). SEI’s Firm Reference Number is 191713. You can find more detailed information on SEI’s regulatory status on the FCA Register which is accessible at www.fca.org.uk/register. The FCA is located

at 25 The North Colonnade, Canary Wharf, London, E14 5HS. Further contact details for the FCA can be found at www.fca.org.uk.

2.2. Will SEI communicate with you directly?

Unless SEI is obligated to do otherwise by the FCA, all of SEI's communications with you will be through your Intermediary Firm. All communications will be in English.

2.3. Will you receive statements from SEI?

As your Custodian SEI is obligated to provide you with a periodic Custody Statement of the investments and money that SEI holds for you. SEI will provide this at least once a quarter either as part of a periodic statement that your Intermediary Firm is required to provide to you or as a standalone Custody Statement.

If you have opted to receive your statements in electronic format, SEI will facilitate the provision of an electronic statement via your Intermediary Firm who will be able to provide more detail on how this will be made available to you upon request. In these circumstances, SEI will not provide you with an additional paper copy.

2.4. What fees does SEI charge for the services that it provides to you?

The services provided to you by SEI are part of a broader suite of services provided to your Intermediary Firm and SEI receives a bundled fee from your Intermediary Firm directly in relation to these services. Your Intermediary Firm may charge you a fee which incorporates the services provided by SEI.

Please note that SEI may retain some of the interest earned in client money bank accounts and may charge you for overdrafts on your cash account should they occur.

3. CLIENT MONEY

3.1. What are client money bank accounts and how do they operate?

Money held by SEI on your behalf is treated as client money in accordance with the FCA rules. These rules require SEI to hold your money in "client money" bank accounts which are established with statutory trust status. This means that money held within the accounts is

recognised by the bank as belonging to clients of SEI rather than SEI itself. In this way SEI holds your money as a trustee.

SEI further segregates all client money bank accounts from any bank accounts holding money belonging to SEI by arranging for the client money bank accounts to be named in a manner which makes it clear that the money held within the accounts is for the benefit of clients and not SEI.

3.2. How does SEI choose where to hold your money?

You will deposit money into SEI's UK client money bank accounts. This money may be subsequently deposited into client money bank accounts at a range of other banks chosen by SEI. The spreading of client money across a number of banks is designed to help reduce the risk of client money being lost in the event of any one bank failing.

SEI may deposit your money in a bank outside of the UK, in Europe or the United States, where deemed prudent to do so. In such circumstances, it is important to note that such banks will be subject to a different legal and regulatory regime from that of UK banks and the rights and protections afforded to you under the FCA rules will not be available to you. For example, the client bank accounts may not be established with trust status and your money may be treated differently in the event of a bank failure than it would be if it was held with a UK bank.

SEI is responsible for exercising reasonable care and due diligence in the initial selection and ongoing monitoring of all banks where client money is deposited with the security of your money being SEI's primary consideration. However, SEI will not be responsible for any acts, omissions or failure of the banks.

SEI may place a portion of cash in the client money pool into unbreakable time deposits at a third party deposit taker, in line with the FCA's Client Money rules. Your cash may be placed in a mix of terms – between instant access and unbreakable term deposits up to the maximum allowed by the FCA rules. The mix of terms will be balanced by SEI to deliver an appropriate combination of interest, diversification of risk and timely access to cash at the individual customer level. In the unlikely event that SEI places too much money on a time deposit it may take longer to return some cash.

A list of the banks that SEI uses to hold client money is available on request.

3.3. What protections are in place for the client money bank accounts in the event of the failure of a UK bank?

If any of the UK banks chosen by SEI fail and cannot return your money, you may be eligible to claim compensation under the Financial Services Compensation Scheme (“FSCS”), depending on your individual circumstances. The current compensation limit is £85,000 per eligible claimant, per bank, and the limit covers all money held with the bank whether through SEI or directly. Full details of the arrangements under the FSCS are available on their website at www.fscs.org.uk.

It is important to note that if one of the banks fails, your money will be pooled with money held in client bank accounts for other SEI clients and you will have a claim against the common pool of money rather than a claim against a specific sum in a specific account. As a result, any shortfall in the client bank accounts will be shared pro-rata between all SEI clients (whose money is held by SEI).

3.4. Does SEI have any rights in relation to your money?

In the event that you owe a debt to SEI in relation to services SEI has provided under the Custody Terms, SEI may use any of the money held for you to pay off or reduce that debt.

3.5. Can SEI pay fees that you owe to your Intermediary Firm from a client money bank account?

Under the Custody Terms, you have permitted SEI to collect and pay fees that you owe to your Intermediary Firm from money held for you in a client money bank account.

3.6. What happens to unclaimed money?

Where SEI has held your client money for 6 years, following the last movement on your account (not including any applicable interest payment, fee collection or similar) and your Intermediary Firm or SEI has been unable to trace and contact you, to pay you this money, over that time, SEI is able to treat this balance as unclaimed client money. This means SEI will cease treating the amount as client money and is able to pay the balance away to a registered charity of SEI’s choice.

In accordance with FCA Rules, SEI will retain a record of this action, which does not stop you

from claiming this balance from SEI even after it has been paid away.

3.7. What is Contractual Settlement?

Contractual Settlement is a tool that facilitates cash and liquidity management for the investor. SEI will move cash into your account and move the securities out of your account on the day you are meant to settle your transactions, regardless of what may have actually happened with the broker or fund manager. We will do the opposite for purchases.

This process insulates you from the securities settlement process and simplifies the money movement processes. In rare cases these postings may need to be reversed because of an unusual market event. If that did occur you will be notified by your Intermediary Firm.

4. CUSTODY

4.1. Where are your assets held?

SEI is responsible for holding the assets within your Intermediary Firm account in safe custody. Your assets are held in the name of SEI Global Nominee Ltd on behalf of you as a client of your Intermediary Firm.

4.2. Who is SEI Global Nominee Ltd? What role do they play?

SEI Global Nominee Ltd is used to assist in ensuring all client assets are segregated from the assets of SEI. SEI Global Nominee Ltd is a Nominee Company which is used by SEI as it has no material liabilities and is a separate entity from SEI. Therefore your assets would not be available to an administrator or liquidator of SEI, or its parent company, SEI Investments Company, in the event that bankruptcy proceedings against SEI should ever occur.

4.3. Are there any other Custodians holding your assets?

SEI may use a number of third party custodians (also known as sub-custodians) to administer and hold some of your assets.

SEI will be responsible for exercising reasonable care and due diligence in the initial selection and ongoing monitoring of the sub-custodians but will not be responsible for any acts, omissions or failure of the sub-custodians.

In certain circumstances, SEI may select a sub-custodian outside of the UK where deemed prudent to do so. In such circumstances, it is important to note that that such sub-custodians will be subject to a different legal and regulatory regime from that of the UK and the rights and protections afforded to you under the FCA rules may not be available to you. For example, there may be different practices for the separate identification of your assets which may result in them being subject to third party claims in the event of the failure of the sub-custodian.

4.4. How does SEI protect your assets?

All custody accounts are operated in accordance with the applicable FCA rules. Under these rules, SEI is required, amongst other things, to make adequate arrangements to safeguard your ownership rights and to prevent the use of your assets for SEI's own account. SEI has put procedures in place designed to meet the following obligations:

- records and accounts are kept as necessary to enable SEI to distinguish assets held for one client from the assets held for any other client and from SEI's own assets; and
- reconciliations are made to SEI's own internal accounts and records and those of any sub-custodians with whom your assets are held

All client assets will be held in omnibus accounts by SEI Global Nominee Ltd. This means that SEI Global Nominee Ltd will pool your assets with the assets of other clients and therefore your individual entitlements may not be identifiable by separate certificates or physical documents of title. In the event of a shortfall in the accounts following a default of SEI Global Nominee Ltd or a sub-custodian, you may not receive your full entitlement and may share any losses pro-rata with other clients.

4.5. What happens to unclaimed custody assets?

Under FCA Rules, where SEI has custodied an asset for you for over 12 years, and in that time you have not sent any instruction to your Intermediary Firm or SEI with respect to that asset and your Intermediary Firm or SEI has been unable to trace and contact you about the holding, SEI is able to liquidate the holding and pay the proceeds away to a registered charity of SEI's choice, or gift the holding to a registered charity of SEI's choice.

In accordance with FCA Rules, SEI will retain a record of this action, which does not stop you from claiming a sum equal to the value of the holding at the time it was paid away/gifted.

4.6. What compensation is available to you in the event of the failure of SEI in its role as Custodian?

In the event that SEI is unable to meet any of its liabilities, compensation may be available to you under the Financial Services Compensation Scheme (“FSCS”). The current compensation limit in relation to investment business is £50,000 per eligible claimant. Full details of the arrangements under the FSCS are available as outlined above.

5. PRIVACY NOTICE

SEI Investments (Europe) Limited (“SEI”, “we”, or “us”) will process personal data (as a data controller) about you that you provide to us. Please take the time to read and understand our full [privacy notice](#) as it appears on our website. We collect only the personal data necessary for agreed purposes. We use your personal data because we have contractual obligations and legal and regulatory obligations that we have to discharge. Where we share data with our affiliates and sub processors, we put contractual arrangements and security mechanisms in place to protect the data and to comply with our data protection, confidentiality and security standards. Where we transfer your personal data outside the European Economic Area, 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. We hold your personal data for as long as is necessary for the agreed purpose and any legal obligations (laws or regulation may set a minimum period for which we have to keep your personal data). You have a number of legal rights in relation to the personal data that we hold about you, including the right to obtain information regarding the processing of your personal data. If you do want to complain about our use of personal data, you have the right to lodge a complaint with the Information Commissioner's Office. If you would like further information on the collection, use, disclosure, transfer or processing of your personal data or the exercise of any of the rights listed above, please address questions, comments and requests to our Data Protection Officer at: SEI Investments (Europe) Limited, 1st Floor Alphabeta, 14-18 Finsbury Square, London EC2A 1BR.