# Danish Kroner Deposit Account

## 3 Year Term

Funds Held in Danish Kroner



### Limited offer ends:

14 October 2011 May close early if fully subscribed



### About Investec

Investec plc is listed on the London Stock Exchange and is a FTSE 100 company with a market capitalisation of GBP3.195 billion as at 12 September 2011. Investec Bank plc (Irish Branch) is a branch of Investec Bank plc which is authorised and regulated by the UK Financial Services Authority and is a member of the London Stock Exchange. Investec in Ireland is active in capital markets, wealth management, saving and investments and specialist finance markets. Investec Bank plc is authorised and regulated by the UK Financial Services Compensation Scheme which can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme. An eligible depositor is entitled to claim up to GBP£85,000 (euro equivalent capped at €100,000) per individual, per institution, (or GBP£170,000 per joint account (euro equivalent capped at €200,000)). Details of the Scheme can be found at www.fscs.org.uk.

## Considering investing in the Account?

#### The Account may be appropriate if...

- You can lock up your funds for a period of 3 years without access
- You have a lump sum of €20,000 or more to deposit
- You are looking for an account denominated in Danish Kroner

#### Account availability

- Minimum investment amount €20,000
- No maximum investment amount
- Open to private investors over the age of 18, non-resident investors, pension funds, companies, institutions and charities
- The Account is available through Investec and selected financial intermediaries
- The Closing Date for the Account is 14 October 2011 or earlier if fully subscribed

#### The Account may NOT be appropriate if...

- You may require access to your funds during the investment period
- You require an account denominated in Euro

#### Next steps...

- Read this brochure and the Terms & Conditions carefully
- If you are interested in opening an Account or have any further questions please contact your financial advisor or contact Investec on freephone 1800 466 466
- In order to open an Account we require a fully completed application form and relevant documentation where necessary. For new clients we require identification and proof of address documentation. Further details on these requirements are available from your financial intermediary or Investec

Warning: This Account may be affected by changes in currency exchange rates.

## Account Features

Applications are submitted in Euro and converted to Danish Kroner on the Start Date. The foreign exchange conversion rate used will be based on the market rate and will not be more than 0.6% from the ECB published exchange rate on the 18 October 2011. This can be viewed on www.ecb.int/stats/exchange/eurofxref/

Funds are held in Danish Kroner for the entire 3 year term. Investors will earn interest at 1.25% (AER 1.25%) per annum paid in Kroner.

### Investors have three options at maturity

- a) Retain the Danish Kroner Account at the prevailing deposit rates or request repayment in Danish Kroner.
- b) Convert the Danish Kroner to another currency of your choice, the Bank will quote the foreign exchange rates for conversion.
- c) Convert back the Danish Kroner into Euro at the initial conversion rate used on the start date.

**Warning:** This Account cannot be encashed prior to maturity. The Account is only suitable for Investors who do not require access to their investment prior to maturity.

### Who Can Invest?

- Private Investors over 18
- Pension Funds
- Companies
- Institutions
- Charities

Please note that this is a limited offer, available until 14 October 2011, however the Account may close before this date if fully subscribed.

#### Data Protection

Details, information and personal data collected from you or from third parties in respect of your application, will be retained by the Bank and will be stored on computer and used for the purpose of processing your application for investment and administering any resulting service. Personal information received will be used in accordance with Irish data protection legislation. Such personal data will be used for the purposes of processing your application for the investment and administering the investment over the Term. You consent to the disclosure by the Bank of any information and personal data from you to its respective agents. Personal information may be transferred 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 or the EEA. You have the right to receive a copy of all personal data held by the Bank following a written request, and to have any inaccuracies in that personal data corrected in accordance with the provisions of Data Protection legislation, for which a fee may be charged.

#### Compensation

Investec Bank plc is authorised and regulated by the UK Financial Services Authority, and is a member of the UK Financial Services Compensation Scheme which can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme. An eligible depositor is entitled to claim up to GBP£85,000 (euro equivalent capped at €100,000) per individual, per institution, (or GBP£170,000 per joint account (euro equivalent capped at €200,000)). The compensation scheme will not pay any return of interest on the initial investment. Details of the Scheme can be found at www.fscs.org.uk.

#### **Complaints Procedure**

Any complaints or concerns relating to this investment will be investigated thoroughly and in accordance with the Complaints Policy of the Bank. Details of the Complaints Policy are available on request from the Bank. If you are dissatisfied with the outcome of our efforts to resolve your complaint you may refer your complaint to the:

Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo Call: 1890 88 20 90; Telephone (01) 662 0899; Fax (01) 662 0890; e-mail: enquiries@financialombudsman.ie

#### General Information

Investec Bank plc is authorised and regulated by the Financial Services Authority ('FSA') in the UK and is validly exercising its passport rights in Ireland under and in accordance with Consolidated Directive 2000/12/EC relating to the taking up and pursuit of the business of credit institutions.

The FSA's contact address is: 25 The North Colonnade, Canary Wharf, London, E14 5HS.

The Bank is a public limited company registered with the Companies House in the United Kingdom under number 489604. The registered address of the Bank is 2 Gresham Street, London, EC2V 7QP and its VAT no. is 9950674K. It has an Irish branch office at The Harcourt Building, Harcourt Street, Dublin 2. The Irish Branch is registered with the Companies Registration Office under number 904428.

### Account Opening Checklist

#### Opening an Account (for each Account Holder)

- Open an Account in Person
- Completed Account Opening Form
- 1 x original Photo ID
- 1 x original Address Verification (dated within 3 months)

1 x copy of a document verifying your PPS number.

(This can be a document issued by the Revenue or Department of Social & Family Affairs)

#### Forms of Photo Identification

• Current passport

or

• Current driver's licence

Open an Account by Post
Completed Account Opening Form

- 1 x certified\* copy of Photo ID
- 2 x certified\* copies of Address Verification (dated within 3 months)
- 1 x copy of a document verifying your PPS number.

(This can be a document issued by the Revenue or Department of Social & Family Affairs)

#### Forms of Address Verification

- Utility bill, i.e. electricity/telephone/gas bill
- Bank/credit card statement 
   Mobile phone bill
- Motor/household insurance statement

\*Document can be certified by one of the following: Solicitor, Accountant, Bank Manager, Garda Officer, Embassy/Consular staff or by an appointed Intermediary of Investec Bank plc.

### Application Form

Please complete in BLOCK CAPITALS and return along with a cheque drawn on your own account made payable to Investec Bank plc (Irish Branch). Prior to any transaction being entered into, a completed application form, together with the relevant documentation as specified in the Terms & Conditions must be received.

I/We hereby apply for the Danish Kroner Deposit Account in the name(s) of:

Primary name:			
Date of Birth: / /	]	PPS Number:	
Address:			
*Tel (Mobile):		Tel (Home):	
*Email:			*(required for online registration)
Occupation:			
Source of wealth: Please provide specific information ab For example, through savings, the sale of assets or inher			een generated.
Secondary name:			
Date of Birth: / /	]	PPS Number:	
Address:			
*Tel (Mobile):		Tel (Home):	
*Email:			*(required for online registration)
Occupation:			
Source of wealth: Please provide specific information ab For example, through savings, the sale of assets or inher	out h	now your money has b e	een generated.
I/We wish to invest €			in the Account (€20,000 min).
Please tick the appropriate box:			
Investment Type: Personal Pension		Company	Other
Funds transfer to Investec via: Cheque		EFT	Existing Account
Account number			
I/We qualify for the following taxation classification: Pleas	se ticl	< appropriate box:	DIRT Other*
*Relevant documentation will be required for tax-free statu pension funds, companies and non-Irish residents.	us in	the case of charities,	continued overleaf

#### **Designated Bank Account**

Please complete your nominated bank account details below. This must be an account in your name. Transfers to other parties are not permitted.

Bank Name:	
Address:	

#### Declaration

I/We acknowledge that I/we have requested information on the Account and confirm that I/we are investing on either an Execution Only basis as defined in the definitions section herein or I/we have been advised by an authorised investment intermediary in respect of the Account. I/We confirm that the Bank has not sought and I/we have not provided nor do I/we wish to provide the Bank with any information in respect of my/ our financial history and investment objectives to determine the suitability of this investment for my/our purposes and further confirm that I/we have not sought or received any advice from the Bank in respect of the Account. I/We further understand that the Bank is not required to and has not determined the suitability of this investment for our/my purposes. I/We understand that investments may fall as well as rise in value.

I/We declare that (i) the details above are correct, that

(ii) I/we are over 18 and confirm that I/we have read, understand and accept the Terms & Conditions on the Account set out in this brochure, Investec's Terms of Business and the Distance Marketing Statement which are available at www.investec.ie.

I/We understand that the investment will not be deemed to have been made until the application has been accepted and that, if and when accepted, the investment will commence on 19 Óctober 2011.

Payee's Reference (if any	/):		
IBAN:			
Payee's Name(s):			
Sort Code:			
Account Number:			

#### **Data Protection Notice**

#### I/We declare

- (i) that information provided by me/us will be treated as confidential and will be retained for the purpose of processing my/our application for investment and administering any resulting service;
- (ii) that the Bank may use the information provided for the purposes of informing me/us of products and services that may be of interest;
- (iii) that personal information may be transferred outside the European Economic Area, within the Investec Group, to countries, such as South Africa;
- (iv) that I/we have the right to receive a copy of all personal data held by the Bank following a written request, and to have any inaccuracies in that personal data corrected, for which a fee may be charged; and
- (v) that I/we understand that if I/we open the account through an intermediary appointed by Investec the intermediary will be able to view my/our account as per the terms of their appointment with Investec and may be copied on all correspondence sent by Investec to me/us relating to my/our account. I/We further understand that once my/our account reaches maturity, Investec is authorised to act on instructions provided solely by the Intermediary, including making an electronic transfer to an account nominated by me/us, placing my/our account on notice where relevant or requesting a cheque made payable to me/us to be sent to my/our home address.

#### **Direct Marketing**

If you do not wish to receive any information from the Bank or other members of the Investec Group, in relation to products or services that may be of interest to you, please call freephone number 1800 466 466 to 'opt-out' or email secureaccounts@investec.ie.

#### Paper Free Banking – A Greener Outlook

At Investec we are committed to reducing our carbon footprint by going green. This approach gives you more control and flexibility around how you view your account and receive correspondence.

I hereby authorise Investec to grant me access to www.investeconline.ie for the purposes of viewing my account and understand that all correspondence, including annual statements, will be sent to me via secure electronic message to my online account. Once set up online, I understand that I will not receive any paper/postal correspondence from Investec in relation to my account, save in exceptional circumstances. I understand that if I do not wish to have online access to my account and wish to receive correspondence in paper format I should inform the Bank of this fact at the time of my application.

If we have a joint account, we hereby authorise Investec to permit full access and operation of the account to either account holder and we understand that once the account reaches maturity, either account holder can authorise withdrawals without the consent or knowledge of the other.

#### Signatures to Application Form

Primary signature:	Date:
Secondary signature:	Date:

#### For Intermediary Use

Name of Intermediary:		Signature:
Intermediary Code:	]	Date:

## Terms & Conditions

#### 1. Definitions

'Account' means the Danish Kroner Deposit Account

'Bank' means Investec Bank plc (Irish Branch) and its successors, assigns and transferees. Investec Bank plc is authorised and regulated by the Financial Services Authority (FSA) in the UK and is validly exercising its passport rights in Ireland under and in accordance with Consolidated Directive 2000/12/EC.

'Closing Date' means 14 October 2011.

'Deposit Taker' means Investec Bank plc (Irish Branch) in its capacity as deposit taker.

'Execution Only' means the bank simply opens the account on your instruction. This means we do not give financial advice. The Bank has not sought and will not be seeking information from you in respect of your financial history and investment objectives and has not sought and will not be seeking to determine the suitability of this investment for you. If advice is needed, an independent financial adviser should be consulted.

'Initial Conversation Rate' means conversion rate that Euro are converted into Danish Kroner on the Start Date, which will not be more than 0.60% from the ECB published ECB Euro Exchange Reference Rate DKK on 18 October 2011.

'Interest' means the gross interest calculated in accordance with Clause 6 of these Terms & Conditions.

'Maturity Date' means 20 October 2014

"Scheme" means the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000 in the UK.

'Start Date' means 19 October 2011

'Term' means the duration of the Account, which commences on 19 October 2011 ('Start Date') and ends on the Maturity Date.

'You/Your' means the person(s) (natural or corporate) investing money in the Account in accordance with these Terms & Conditions and includes their successors.

'Writing/written' - all references to writing/written are deemed to include communication via investeconline secure messaging.

#### 2. Availability

(a) The Account is available to personal customers (aged 18 or over) whether in their own name or in joint names. Pension funds, companies and other institutions/entities may also invest in the Account. The minimum deposit is €20,000.

(b) The closing date for applications is 14 October 2011 or earlier if fully subscribed. The Bank accepts no responsibility for applications (i.e. completed application form(s) plus cleared funds and any other appropriate documentation if required) until they are physically received and accepted by the Bank. Applications will not be accepted after the Closing Date.

### 3. Documentation Requirements Anti-Money Laundering

In accordance with the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 as amended we need to establish proof of identity AND proof of current permanent residential address for each investor. The following documentation is required by personal investors for anti-money laundering purposes:

#### • Proof of Identity

Certified copy of current passport or certified copy of drivers license for each person signing the application form certified by any of the following: Garda, Accountant, Solicitor, Authorised Intermediary, Bank or Building Society.

#### Proof of address

Original or certified copy of a utility bill, bank statement or revenue documentation for each person signing the application form which must be less than 3 months old. Two separate documents verifying your address are necessary where Accounts are not opened in person.

#### **PPS Numbers**

In accordance with regulatory requirements, the Bank is obliged to request customers to provide their tax reference number (PPS Number) together with suitable documentation to verify their PPS Number when they open an account. Suitable documentation would include a document issued by the Revenue Commissioners or the Department of Social and Family Affairs. Examples of suitable documentation would include a P60, Notice of Tax Credits, Payslip, Tax Assessment etc.

Other documentation will be required for corporate, pension and charitable organisation applicants.

Please refer to your financial advisor or the Bank for more details.

Non-resident clients will be required to present verification of identity from a reputable financial institution in the client's country of residence. The Bank will also require a non-resident declaration in this case.

Your relationship and investment with the Bank is on an execution only basis. If you are being advised by an authorised investment intermediary, you must complete a full fact-find for your financial advisor which is required in order to enable your financial advisor to fulfil its obligations in assessing the suitability of this product for your needs. In addition, you will need to satisfy the anti-money laundering requirements outlined above. The account opened with the Bank is done so on an execution only basis.

#### 4. Your Investment

Your Account is held in the form of a fixed term Danish Kroner deposit account in your name with the Bank. Applications are made in Euro and funds will be converted by the Bank on the Start Date at a Rate no more than 0.6% from the ECB published ECB Euro Exchange Reference Rate DKK on the 18 October 2011. The maturity proceeds of your investment will be returned to you at the end of the Term together with interest, payable by the Bank.

#### 5. Account Operation

(a) The Bank will use the address of the first named account holder for all communications unless the customer specifies otherwise. Any notice or other communication sent by post will be presumed to have arrived at the account holder's address on the second working day after it was posted.

(b) If the account holder's address changes, the Bank reserves the right to request confirmation in writing, signed by all account holders along with documentary evidence.

(c) The account holder must advise the Bank in writing of any change in the name(s) of the account holders. The Bank may request that a new application form be completed. The Bank will not be able to amend their records until they receive documentary evidence of any change.

(d) For security reasons and as evidence in any dispute that may arise, telephone conversations may be recorded or monitored.

#### 6. Interest

(a) The Interest credited by the Bank to the Account will be 1.25 % gross (1.25% AER), payable annually. Investors will have the option to convert this to Euro at the prevailing exchange rate quoted by the Bank.

(b) Interest, where applicable, will be paid after deduction of Deposit Interest Retention Tax (DIRT), currently 27%. Tax reliefs currently applying mean that for certain investors (e.g. individuals over 65, charities, pension funds, non-resident individuals etc.), Interest payable on maturity of the Account may be exempt from DIRT. DIRT is calculated at the time of the interest payment and is subject to change without notice.

(c) No additional investments in the Account are allowed during the Term of the Account. After the Redemption Date, withdrawals will only be repaid to the account holder.

#### 7. Withdrawals

(a) Your Account is for fixed terms of 3 years and is intended only for investors who do not require access to their investment prior to its maturity.

(b) In the event of the death of a sole account holder or a surviving joint account holder prior to the expiry of the Term, the Account will continue to the Maturity Date in the name of the executor or administrator. Alternatively and where possible, the funds may be withdrawn, at the discretion of the Bank, subject to normal probate regulations, at the realisable value of the Account (as determined by the Bank) which may be lower than the original amount invested.

#### 8. Maturity

The proceeds of the Account will be paid on 20 October 2014. The Bank or your investment intermediary/financial advisor will contact you before the Account matures, advising you of the forthcoming maturity of the Account and advising you of your options with respect to the maturing amount. The options will be:

a) Retain the Danish Kroner Account at the prevailing deposit rates or request repayment in Danish Kroner.

b) Convert the Danish Kroner to another currency of your choice, the Bank will quote the foreign exchange rates for conversion.

c) Convert back the Danish Kroner into Euro at the Initial Conversion Rate used on the start date.

#### 9. Right to Terminate Contract Prior to Closing Date

At the sole discretion of the Bank subject to applicable legislation, you may have the option to cancel your application to invest in the Account prior to the Closing Date. In order to cancel, written notice must be received by the Bank prior to the Closing Date marked for the attention of Capital Markets Department, Investec Bank plc (Irish Branch), The Harcourt Building, Harcourt Street, Dublin 2 or emailed to secureaccounts@investec.ie. If you do not exercise your right to cancel, you will have entered into a legally enforceable contract under which you will have agreed to invest in the Account. (please see our distance marketing statement at www.investec.ie)

Investec Bank plc (Irish Branch) The Harcourt Building Harcourt Street Dublin 2 Tel: 1800 466 466 www.investec.ie/secureaccounts

#### 10. Variation

The Bank reserves the right to amend, vary or supplement these Terms & Conditions, during the Term of the Account if there is a material, legal, tax or regulatory change affecting these Terms & Conditions. Where possible you will be notified of any changes at least 30 days in advance of changes taking effect.

#### 11. Unforseen Events

(a) The Bank reserves the right, at its sole discretion, not to proceed with this Account at any time up to and including the Start Date. In such circumstances your investment amount will be returned to you in Euro.

(b) The Bank will not be liable for any loss you may suffer if the Bank or its agent(s) are prevented from carrying out the financial services to you as a result of unforeseen events beyond the reasonable control of the Bank or its agent(s).

#### 12. Fees

An authorised investment intermediary may receive a fee of up to 1.5% for distributing this product. If the fee is not paid to an investment intermediary for distribution of the Account it remains within the Bank.

#### 13. Confidentiality

The Bank observes a duty of confidentiality with regard to information about your financial affairs. The Bank will not disclose details of your Account or your name and address to anyone else, other than to any confidentially appointed agents acting on their behalf or where:

- They are permitted or compelled by law to do so
- Disclosure is made at your request and with your consent.

#### 14. Information

These Terms & Conditions represent the terms of the contract between you and the Bank. You acknowledge that your application is made on the basis of and is subject to, these Terms & Conditions and the attached brochure and that you have not relied on any representations or other information (whether oral or written) other than as set forth herein. All information that is supplied to you and all communications with you will be in English. To the best of our knowledge, information and belief all information contained in this brochure is correct at the date sent to you.

The information contained in the brochure and these Terms & Conditions is strictly for information purposes only. No party should treat any of the information as constituting investment advice in relation to the Account or any other transaction. The Bank has not sought and will not be seeking information from you in respect of your financial history and investment objectives and has not sought and will not be seeking to determine the suitability of this investment for you. You will enter into this investment on an execution-only basis with the Bank.

#### 15. Joint Accounts

Unless otherwise otherwise agreed in writing with the Bank, the withdrawal of funds at maturity will require the consent of all account holders, save for the case with online accounts, where the Bank can accept the instruction of any party to the account at maturity.

#### 16. Jurisdiction

The Terms & Conditions shall be governed by and construed in accordance with the laws of Ireland and the Courts of Ireland shall have exclusive jurisdiction to resolve any disputes in connection with these Terms & Conditions.

