

SUPPLEMENTARY INFORMATION INCORPORATING ISA TERMS AND CONDITIONS

This document provides supplementary information about your investment in the TB Amati Investment Funds (the Funds) for which T. Bailey Fund Managers Limited acts as the Authorised Corporate Director (ACD). This document should be read by UK retail investors alongside the relevant Key Investor Information (KII) document, Application form and ISA Terms and Conditions. For full detail of the TB Amati Investment Funds please also refer to the Prospectus. All fund documentation is available at www.tbailey.co.uk/amati.

Please note that nothing in this document should be taken to be financial advice – if you have any doubt whether the TB Amati Investment Funds are suitable for you and you wish to receive advice, you should contact a Financial Adviser.

TB Amati Investment Funds – TB Amati UK Smaller Companies Fund

The Authorised Corporate Director is: T. Bailey Fund Managers Limited (T. Bailey).
The Investment Manager is: Amati Global Investors Limited.



What is the Key Investor Information (KII) document and what is the Supplementary Information (SI) document?

The KII document contains details of the investment objective, charges, risks, past performance and basic practical information. The KII document replaces the Simplified Prospectus. All UCITS funds have to produce a KII document in a standard format and KII documents are aimed at helping you compare funds more easily and assess whether a particular fund meets your needs. A separate KII document is produced for each share class.

The SI document contains additional information required by the Financial Services Authority (FSA) to be disclosed to retail investors (information on cancellation rights, complaints and compensation) and also includes more detailed practical information that is not shown in the KII document.

If you are considering an investment into the TB Amati Investment Funds, you should read the relevant KII document and the SI document carefully so you understand what you are buying, and you should keep a copy for future reference. The latest versions of the KII and SI documents can either be downloaded from our website (www.tbailey.co.uk/amati) or can be requested by calling us on 0115 988 8275.

The FSA requires the following information to be disclosed to all UK retail investors:

What if I change my mind?

You are entitled to cancel your investment should you change your mind. You have 14 days from the date of the contract in which to exercise your right to cancel. Details of how you might exercise these rights are contained in the contract note that will be sent to you confirming your investment. Investors opting to cancel may receive less than their original investment if the share price falls subsequent to their initial purchase.

What if I have a complaint?

If you wish to make a complaint about any aspect of the service you have received, or to request a copy of our complaints handling procedures, please contact us at the following address: **The Compliance Officer, T. Bailey Fund Managers Limited, 64 St. James's Street, Nottingham NG1 6FJ**. We will inform you of your rights when answering your complaint.

The ACD has documented procedures that comply with the FSA Handbook of Rules for the due consideration and proper handling of complaints. If your complaint is not resolved by us to your satisfaction, you may be entitled to refer it to the **Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR**. See also www.financial-ombudsman.org.uk.

What if you cannot afford to pay me any compensation due?

We are covered by the Financial Services Compensation Scheme which offers compensation when an authorised firm is unable to pay claims against it. You may be entitled to compensation from the scheme if we cannot meet our obligations to you. Most types of investment business are covered for 100% of the first £50,000. Further information about compensation arrangements is available from: **The Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN**. See also www.fscs.org.uk.

Additional practical information

How can I make an investment?

To invest, please complete an application form and send it to us at the address shown at the end of this document, along with your cheque made payable to T. Bailey Fund Managers Limited. Payment can also be made by electronic transfer – please contact us for details. You can also invest a lump sum via the telephone by contacting us on 0115 988 8275. Please note that to invest in a stocks and shares ISA (see below) you will need to complete an application form as we require a signed declaration. Please also note that you will be asked to confirm that you have read the latest version of the KII document for the relevant share class prior to investing.

Any application you make will be transacted at the next available valuation point (i.e. the funds are forward priced). The Funds value daily on normal UK business days at 12 noon. Ownership of shares will be evidenced by entry onto the share register – you will not receive a certificate for your investment. A contract note showing details of your transaction will be sent to you (and your adviser if you have one) by the end of the next business day following the valuation point.

You can invest a lump sum subject to the following minimum investment levels:

	Class A Accumulation	Class B Accumulation
Minimum initial lump sum:	£1,000	£500,000
Minimum regular savings amount:	£50 per month	N/A

Regular savers scheme

For regular savings, you will also need to complete a Direct Debit mandate which forms part of the application form. A cheque should be sent for the first payment. Once the Direct Debit has been set up, it will be collected on the 1st calendar day (or next business day) of each month. Monies are collected into a client money account and deals are placed when cleared funds have been received by the ACD. Please also see the Direct Debit guarantee at the end of this document. Regular savers will receive a letter confirming their application has been accepted, but will only receive a contract note for their first investment.

How do I sell shares?

You may sell shares by writing to T. Bailey at the address shown at the end of this document or by contacting T. Bailey on 0115 988 8275. Shares will be redeemed at the next valuation point after we accept your instructions. A contract note will be sent to you following the transaction and will include a form of renunciation for you to sign and return (if a signed written instruction has not already been received). For accounts with multiple shareholders, renunciation instructions should be signed in accordance with the signatory list submitted with the original application. We will send you the proceeds within four working days of the later of the day the shares are sold and the day we accept your completed form of renunciation/ signed written instruction.

How will I track the progress of my investment?

The price of shares is published daily at www.fundlistings.com. In addition, the latest price or individual valuations can be obtained by calling the ACD on 0115 988 8275. Statements confirming transactions and the value of holdings will be prepared as at 31 March and 30 September each year. Statements will be sent to you within 25 business days of the statement date. Retail clients have the right to request statements on a quarterly basis rather than a six-monthly basis.

Every six months (as at 31 January and 31 July) we will also prepare the annual or interim short reports. These will be sent to shareholders by 31 May and 30 September respectively.

Do I receive any income?

As the TB Amati Investment Funds are intended for investors seeking long-term capital growth, all income arising within them is reinvested into the value of shares. In other words the shares are all accumulation shares. The annual income allocation date is 31 March and the interim income allocation date is 30 September.

ISA wrappers

Shares in the TB Amati Investment Funds are available for the stocks and shares component of an Individual Savings Account ("ISA") and Junior Individual Savings Account ("JISA"). The aim of these wrappers is to be a tax efficient means of holding an investment.

An ISA is a "wrapper" in which you can place different types of investments (components) without having to pay tax on the investment growth, income or interest produced. Anyone aged 18 or over can invest in a stocks and shares ISA, provided they are resident and ordinarily resident in the UK for tax purposes. ISAs may not be taken out in joint names. The current annual ISA investment allowance (tax year 2012/13) is £11,280. The full £11,280 can be invested in a stocks and shares ISA. Up to £5,640 can be saved in a cash ISA with one provider. The remainder of the £11,280 can then be invested in stocks and shares with either the same or a different provider.

A JISA is a type of ISA available to 'eligible children' in respect of which instructions are given by a 'registered contact'. An eligible child must be under the age of 18, born on or after 3 January 2011 or not have a Child Trust Fund account, and be resident and ordinarily resident in the UK for tax purposes. The JISA will be registered in the name of the child and the investments acquired are for the beneficial ownership of the child. The applicant (registered contact) needs to be over 16 and should have parental responsibility for the child or could alternatively be the child themselves if they are between 16 and 18 and otherwise eligible for a JISA. Investments into a JISA can be made by anyone subject to the annual allowance. Once the child turns 18 the JISA is transferred into an 'adult' ISA and the child gains control of the account.

The current annual JISA investment allowance (tax year 2012/13) is £3,600 per child. The full £3,600 can be invested in a stocks and shares JISA or in a cash JISA, or the investment could be split. However, an eligible child can only have one JISA of each type at any time throughout their childhood.

Please see the relevant application forms (available from www.tbailey.co.uk/amati). ISA Terms and Conditions are also included at the end of this Supplementary Information document.

How and why will you verify my identity?

We are legally obliged to verify your identity for anti-money laundering purposes. As a consequence, investors may be required to provide proof of identity and address when buying and selling shares. Verification of identity checks may also be conducted electronically.

We will not be able to release any sales proceeds to you until we have successfully verified your identity.

Taxation

The following summary of certain relevant taxation provisions is based on current law and practice and does not constitute legal or tax advice. It does not purport to deal with all the tax consequences applicable to the Funds or to all categories of investors, some of whom may be subject to special rules. The regime of taxation of the income or capital gains received by investors depends on the tax law applicable to the personal situation of each investor and/or to the place where the capital is invested. Shareholders and potential investors are advised to consult their professional advisers concerning possible taxation or other consequences of purchasing, holding, selling, converting or otherwise disposing of shares under the laws of their country of incorporation, establishment, citizenship, residence or domicile and in the light of their particular circumstances.

Each fund is treated as a separate entity for United Kingdom tax purposes and is liable to Corporation Tax at the rate of 20% on taxable income, net of expenses.

ISAs/ JISAs

ISA and JISA investors currently have no income or capital gains tax liability on their investment.

Income tax

Dividend distributions from the Funds are paid net of 10% tax. Basic rate taxpayers have no further liability, but higher rate taxpayers will be liable to additional tax. Non-UK resident investors may be able to reclaim all or part of the tax deducted from HM Revenue & Customs. In the case of accumulation shares no distribution of income is made, although a notional distribution is calculated and advised to shareholders for tax reasons. Despite not receiving an income distribution investors may still be liable to tax on it. Tax vouchers will be sent on or before the income allocation date to all shareholders holding shares outside of a tax wrapper.

Capital gains tax

Capital gains within the Fund are not liable to tax. Transactions of shares by investors in the Funds, however, may be. When you sell shares, any profits may be liable to capital gains tax if your overall gains for the tax year are over the current limit available to UK taxpayers.

More detailed information about taxation is contained in the full Prospectus. Investors holding the Funds outside of an ISA should declare any income, gains or losses on their tax returns. See www.hmrc.gov.uk for more details.

Miscellaneous

Dilution Levy

As a result of transactions a fund may suffer a reduction in value as costs are incurred in dealing in the underlying investments. To mitigate these costs, we may need to impose a charge known as a dilution levy to protect existing investors from subsidising new entrants and subsidising those exiting the fund. This charge is paid into the relevant fund. Dilution levy will be charged in a way that is, as far as practicable, fair to all shareholders, and is more likely to be charged on larger deals. More details are contained in the Prospectus.

US Persons

Please note that the TB Amati Investment Funds are not available for investment by US persons.

Data Protection

We will use information held about investors in order to service our relationship with them. You consent to processing by T. Bailey or associated companies (including companies to whom administrative functions have been delegated) of personal data submitted by you in the course of your use of our services and to the transmission of such material to associated companies (including companies to whom administrative functions have been delegated) for any purpose that the T. Bailey sees fit.

Liability

T. Bailey will not be liable for any loss you may experience through a fall in the value of your investments. T. Bailey accepts no responsibility for any loss or delay caused in the transfer or payment to T. Bailey of the funds to be invested.

Client Money

We may need to hold money on your behalf in a client money account from time to time in accordance with FSA regulations. No interest will be paid on monies held in the client money account.

What happens to my investment on death?

Your investment will form part of your estate on death and, on production of the death certificate and the grant of probate or letters of administration, can be sold or re-registered in the name of the executors or administrators of the estate or a beneficiary, or in the names of the surviving investors.

Governing Law

T. Bailey and the TB Amati Investment Funds operate under and are governed by the law of England and Wales. The documentation relating to your investment will be supplied in the English language.

The Direct Debit Guarantee

Please keep this section for your records



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit T. Bailey Fund Managers Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request T. Bailey Fund Managers Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by T. Bailey Fund Managers Limited or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when T. Bailey Fund Managers Limited asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

The TB Amati Investment Funds, T. Bailey Fund Managers Limited and Amati Global Investors Limited are authorised in the UK and are regulated by the Financial Services Authority.

This document is accurate as at **1 August 2012**. The information contained is updated at least annually, but may be updated more frequently. Please check the website (details below) for the most recent version. Calls to T. Bailey will be recorded.

Authorised Fund Manager Contact Details

T. Bailey Fund Managers Limited, 64 St. James's Street, Nottingham, NG1 6FJ

T: 0115 988 8275 F: 0115 9888 222 W: www.tbailey.co.uk/amati

ISA Terms and Conditions

These are the Terms and Conditions on which T. Bailey 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 ISA investor;

Account Manager means a person who has been authorised by HMRC to sell and manage ISA products;

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 of which T. Bailey is a member;

Authorised Unit Trust means a type of authorised investment fund in which investors can invest their monies which are managed and invested on their behalf by investment professionals;

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 FSA Rules;

FSA means the Financial Services Authority, currently of 25 The North Colonnade, Canary Wharf, London E14 5HS, including any replacement regulatory body;

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

HMRC means HM Revenue & Customs;

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

ISA means an individual savings account within the meaning of the ISA Regulations;

ISA Regulations means the Individual Savings Account Regulations 1998 (as amended from time to time);

Key Investor Information Document means the essential information describing your investment in an Authorised Unit Trust or Open-Ended Investment Company;

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

Probate Service means the court of England and Wales which deals with non-contentious probate business;

Prospectus means the prospectus of any Authorised Unit Trust or Open-Ended Investment Company in which you invest;

Share means a share (of any class) in an Open-Ended Investment Company operated or administered by T. Bailey;

T. Bailey, we, or us means T. Bailey Fund Managers Limited, a company registered in England No. 3720363, whose registered office is 64, St. James's Street, Nottingham NG1 6FJ and which is authorised and regulated by the Financial Services Authority;

Tax Free means there will be no personal liability to UK income tax on any income your ISA produces and no capital gains or stamp duty to pay when you sell or transfer your ISA, depending on personal circumstances. If in doubt, we strongly recommend you consult a taxation specialist;

Terms and Conditions means these terms and conditions;

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

Unit means a unit (of any class) in an authorised unit trust managed by T. Bailey;

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

You or Investor means a person who invests in financial products provided by T. Bailey.

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.

2.2 You authorise us to use personal information provided by you in order to conduct appropriate checks, such as anti-money laundering and identity checks, to comply with our obligations under Anti-Money Laundering Requirements. We may disclose your personal information to a credit reference or fraud protection agency (which may keep a record of that information) in order to comply with these obligations. You also authorise us to undertake further similar searches at regular intervals to ensure our continued compliance with our obligations. A record of searches will be retained by T. Bailey. You may also be required to provide additional information. Should this be necessary, we shall write to you and explain our requirements. T. Bailey may ask you to supply evidence of your identity and your address.

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 T. Bailey to fulfil its regulatory obligations. Where original documents are provided, these will be copied for T. Bailey's sole record-keeping purposes and the originals will be returned to you. 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.

2.3 Subscriptions must be drawn on an account held in the name of the investor and drawn on a recognised and authorised financial institution. Banker's drafts, building society cheques and the like must be endorsed to show that funds have been drawn on an account held in the name of the investor. If such endorsement is not provided, T. Bailey reserves the right to request further information and/or reject the application until such time that appropriate information is provided.

2.4 Subscription payments which are drawn on a third party may be accepted, subject to clause 3.7, and if they are, will be treated as if the third party had made the application directly to T. Bailey.

3 - Applications

3.1 Applications and instructions may be sent to us as described in the Application Form and the Prospectus. Application Forms can be downloaded from our website (www.tbailey.co.uk/amati).

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 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. T. Bailey reserves the right to decline applications without reason.

3.5 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 T. Bailey). 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.

3.6 Strictly all applications must be made by the investor. However, T. Bailey 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 formal document authorising the person to act on behalf of the investor and any other documentation reasonably requested by us.

3.7 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 T. Bailey 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.

3.8 Subject to clause 3.7, Shares and Units are bought and sold at the next Valuation Point following receipt of a signed Application Form or instruction.

4 - ISA subscriptions (if applicable)

4.1 In order to subscribe to an ISA you must be 18 years of age or over and resident and ordinarily resident in the UK for tax purposes. If you are a Crown employee who is serving overseas, or married to, or in a civil partnership with, a Crown employee you may also qualify under the ISA Regulations. ISA applicants are required to declare their residency status in the Application Form. If you are in any doubt about our residency status we would recommend you contact your local tax office or alternatively your professional adviser. If you do not have a local tax office or professional adviser you should contact the Residency office at HMRC.

4.2 All ISA applicants must apply in writing and provide a valid and complete Application Form. ISA applications can only be made in the name of a single investor.

4.3 Your application is subject to an annual subscription limit for the current tax year as prescribed by the ISA Regulations. You will have the right to invest in up to two ISAs in any tax year – one cash ISA and one stocks and shares ISA. However please note that T. Bailey only offers a stocks and shares ISA.

For further details of the ISA investment limits please refer to the Individual Savings Account Frequently Asked Questions page of the HMRC website (www.hmrc.gov.uk).

4.4 If you wish to transfer an existing stocks and shares ISA from your existing Account Manager to T. Bailey, you must first complete the relevant transfer Application Form. In order to effect the transfer, your existing Account Manager will sell the investments held in the ISA being transferred, and transfer the net cash proceeds to us. It will then be invested in the Open-Ended Investment Company or Authorised Unit Trust specified in your Application Form. Before your Account can be

opened we must have received the transfer proceeds from your existing Account Manager.

4.5 When you appoint T. Bailey to manage your stocks and shares ISA, T. Bailey will manage it in accordance with these Terms and Conditions, your Application Form and the ISA Regulations. Your Account will be invested in UK Authorised Unit Trusts or Open-Ended Investment Companies managed by T. Bailey. T. Bailey does not charge additional fees for managing your ISA.

4.6 You may invest in your stocks and shares ISA up to the maximum permissible limit in any one tax year by:

(a) lump-sum payment (and subsequent top-up payments) during any current tax year; or

(b) monthly direct debit, in which case an Account will be opened for the current tax year and each successive tax year until you notify us otherwise. Once the first monthly payment has been made in a new tax year you will not be able to open another ISA for that tax year.

4.7 You are responsible for ensuring that you do not exceed the ISA investment limits in any tax year (taking into account any other ISAs you have for that tax year from another provider). Amounts invested and then withdrawn may not be re-invested and any ISA allowance which is not used in any tax year may not be carried forward to subsequent years.

5 - How we deal with you

5.1 For the purposes of the FSA Rules, we classify you as a 'Retail Client'. Classification as a Retail Client provides you with the highest level of regulatory protection under the FSA Rules.

5.2 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.

5.3 You must not use your Investment as collateral to guarantee a loan or otherwise try to grant rights over your Investment.

5.4 Where required by the FSA's client money rules, we will hold money received on your behalf in accordance with those rules in a designated client bank account, with an approved bank (as defined in the FSA Rules) in the UK. No interest will be payable to you in respect of such money. The money will not be used by us in any transactions other than as specified in these Terms and Conditions.

Please note that, whilst the cash balance for each investor will be recorded separately, Client Money will be pooled with funds held on behalf of other investors. In the event of financial failure of T. Bailey or another institution holding your money you may receive less money back than you are entitled to. T. Bailey 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 T. Bailey is unable to access that money. In those circumstances T. Bailey will not be liable to fund payments to you out of its own resources.

5.5 Any Client Money balances held by T. Bailey on behalf of investors will be released from client money accounts after a period of at least six years. T. Bailey will make good any valid claim against any released balances. No interest will be payable.

5.6 For your ISA (if applicable):

(a) you authorise T. Bailey to undertake any functions required of an Account Manager on your behalf and to hold your cash subscription, Investments, interest, dividends and any other rights or proceeds in respect of those investments and any other cash;

(b) you must at all times meet the eligibility requirements described in clause 4.1. If at any time you cease to meet these requirements you must immediately notify us and stop any further contributions to your ISA;

(c) T. Bailey shall have authority on your behalf to apply to HMRC to claim any tax relief in respect of the Account and to make any other claims for the repayment of, or credit against, tax in respect of the Account and will credit any such amounts received to your Account. Such claims for payment of tax credits on your behalf will be made by us in accordance with the ISA Regulations;

(d) if T. Bailey becomes aware that you have already subscribed to another stocks and shares ISA in the same tax year, we may

automatically close your Account and we will not be liable to you for any loss, liability, damage or expense you may suffer;

(e) the Shares or Units in your Account will be beneficially owned by you although they will be registered in the name of T. Bailey, or another person or firm appointed by T. Bailey, for the purpose of facilitating transactions. Share certificates or other documents of title to investments will be held by T. Bailey or another person or firm appointed by T. Bailey; and

(f) if you so request, T. Bailey will arrange for you to be able to attend and vote at shareholder meetings and receive in addition to the annual and half yearly reports, any other information issued to shareholders.

6 - Internet

T. Bailey may permit you to deal with T. Bailey over the internet or other electronic medium in which case other conditions may apply in addition to these Terms and Conditions.

7 - Withdrawal, transfer and termination of your ISA

7.1 Withdrawal

(a) You may close or make withdrawals from an Account by giving us written instructions, or instructions by any other method deemed acceptable by us. Faxed or emailed instructions will only be accepted with our prior approval. Shares and Units will be sold at the price calculated on the date stipulated by you or at the next Valuation Point if no date is specified.

(b) You will normally be required to provide to T. Bailey a signed renunciation in the form prescribed by or acceptable to T. Bailey before such proceeds are released. Payment will be made by cheque or bank transfer (CHAPS or BACS), for which there may be a charge. T. Bailey reserves the right to determine how such payments will be made. T. Bailey will not issue payments to third parties, save to financial institutions which have the authority to hold Client Money.

(c) If for whatever reason there is a delay in paying monies to you, such monies will be held by T. Bailey in a client money account in accordance with clause 5.4 and 5.5.

7.2 Transfer of your ISA

(a) You may instruct us at any time to transfer all or part of your Account to another Account Manager (if it agrees to accept the transfer), with all rights and obligations of the parties to it, provided that all investments made in respect of the current tax year must be transferred to the new Account Manager and you may not make further contributions to the new ISA account until after the transfer has been effected (and then only if you have not reached the subscription limit for the current tax year). You should contact your chosen new Account Manager to effect the transfer and they will then contact us to arrange the transfer of your Account.

(b) The instructions will take immediate effect on receipt but will not cancel or amend any instructions you have already sent to us. You may stipulate a date by which you would like the transfer to be effected (not being less than seven Business Days after we have received your written transfer instruction). Any balances credited to your Account after the transfer will be sent direct to you. In order to effect the transfer we will normally sell the Shares or Units held in your Account at the next available opportunity following receipt of the transfer instruction from your new Account Manager and transfer the proceeds and any uninvested cash in your Account to the new Account Manager within four Business Days following such sale. We also reserve the right in certain circumstances to transfer the Shares or Units held in your Account to your new Account Manager in accordance with their instructions. The timings indicated to transfer your ISA are subject to any particular circumstances which may delay the transfer, including failure or delay on the part of your new Account Manager. There is no penalty or charge for transferring your ISA.

(c) If T. Bailey anticipates ceasing to be the operator of the Authorised Unit Trusts or Open-Ended Investment Companies held in your Account, T. Bailey may transfer your Account (and the rights and obligations of the parties to it) to another Account Manager on 30 days' prior notice to you. Such notice will set out the details of the transfer in accordance with the ISA Regulations, FSA Rules and Applicable Law. In order to effect such a transfer, T. Bailey may sell or transfer the Shares or Units in your Account.

7.3 Termination

(a) You must provide written instruction to T. Bailey if you want 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. T. Bailey will normally pay to

you the value of your Account within four Business Days of receipt of your duly signed and completed form of renunciation or other such authority in a form acceptable to T. Bailey. There is no penalty or charge for closing your Account and no notice period is required.

(b) We may, at our reasonable discretion, decide to close your Account by giving you 30 days written notice, unless there are circumstances which justify closing the Account earlier. For example, we may give you written notice to close your Account if it is no longer feasible to continue it because of changes to the ISA Regulations, or T. Bailey anticipates ceasing to be the operator of the Authorised Unit Trust or the Open-Ended Investment Company held in your Account and it is not feasible to arrange a transfer in accordance with clause 7.2(c), or if you breach these Terms and Conditions. If we decide to close your Account we may sell the Shares or Units held in your Account following the expiry of the notice and return the proceeds and any uninvested cash in your Account to you. We will not be liable to you for any loss, liability or damage you may suffer if we do close your Account.

(c) We will notify you if, by reason of any failure to satisfy the provisions of the ISA Regulations, your Account has, or will, become void. Such notice will set out the options available to you.

8 - Taxation of your ISA (if applicable)

Tax rules may change and it is possible that the current preferential tax treatment for ISAs could be withdrawn or varied at any time.

If you cease to be resident and ordinarily resident in the UK, your Account will remain Tax Free but you will no longer be able to make further payments into your Account until you are again a UK resident.

9 - Death of an investor

In the event of your death, T. Bailey will continue to deal with your Investment in accordance with these Terms and Conditions and in accordance with the instructions received from the person authorised by the Probate Service to administer your estate (the 'representative') and who will become subject to these Terms and Conditions. The representative must provide us with proof of their appointment by the Probate Service. T. Bailey will pay the net proceeds of your Investment to your representative. In the interim, any interest paid into your Account from the date of your death is subject to tax at the basic rate.

You should note that any tax benefits received as a result of an ISA investment will end immediately on the date of your death. Any tax refunds claimed on your behalf after you die will be repaid to HMRC. T. Bailey will provide appropriate statements with regard to the Account and any relevant tax certificate to your representative in accordance with the ISA Regulations.

10 - Limitation of liability

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

10.2 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 T. Bailey and/or our Associates), accident, vandalism, malicious damage, war or terrorism). 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.

10.3 Subject to clause 10.6, our liability to you under these Terms and Conditions is limited to any losses caused by the deliberate or careless mistakes, or fraudulent action of us and/or our Associates. We will not be liable for any indirect or consequential losses nor for any damage or loss suffered by you which we could not reasonably have foreseen.

10.4 We will not be liable to you to the extent that we properly rely on information or instructions supplied by you, so long as they reasonably appear to come from you or on your behalf. We are entitled to assume that instructions which claim to come from you are genuine.

10.5 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 solely from the deliberate or careless mistakes, or fraudulent actions of T. Bailey and/or its Associates.

- 10.6** Nothing in these Terms and Conditions shall exclude or limit:
- (a) our liability for death or personal injury resulting from our negligence; or
 - (b) liability for any losses or expenses suffered by you as a direct result of our deliberate mistakes or fraudulent actions; or
 - (c) any other liability which cannot be excluded or limited by law.

11 - Statement and notices

T. Bailey will send you a valuation and transaction report at least twice yearly for each Investment held. For specific dates please refer to the Prospectus. Copies of the annual and half yearly reports will also be issued. All communications with investors will be in English.

Any letter or document from us sent by post will be deemed to have been served on the second Business Day following that in 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.

12 - Delegation of functions

12.1 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.

12.2 On giving you at least 30 days notice, we may appoint an Associate as manager of the Account in our place. In such circumstances, that Associate will manage the Account in accordance with these Terms and Conditions.

12.3 You may not assign any of your rights or obligations in relation to your investments.

13 - Variation/replacement of these Terms and Conditions

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:

- (a) to take account of changes or anticipated 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;
- (b) 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;
- (c) where reasonably required as a result of changes in market conditions or market practice;
- (d) to rectify errors, inaccuracies or ambiguities; or to take account of any corporate restructuring within The T. Bailey group of companies;
- (e) 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 the alterations made to our system capabilities or administration procedures;
- (f) as a result of new services which we may make available to you; or
- (g) to prevent misuse of the service.

This is not an exhaustive list.

If the changes adversely affect your interests, release us from any of our obligations to you, or alter the fundamental basis of your Investment you will be able to terminate this agreement and we will return the proceeds of your investment to you in accordance with clause 7.3(a).

14 - Conflicts of interest

14.1 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.

14.2 In accordance with FSA Rules, T. Bailey has in place arrangements, which may be updated from time to time, to manage conflicts of interest that arise between itself and its clients or between its clients. T. Bailey will deal with potential conflicts of interest in accordance with its Conflicts of Interests Policy and its Order Execution Policy which provide that it will identify and manage conflicts of interest to ensure fair treatment of all clients and ensure that it acts in the client's best interests. If it is not possible to manage or avoid a potential conflict of interest then T. Bailey 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 request.

15 - Data protection

15.1 The Data Protection Act 1998 ('DPA') 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. T. Bailey will process your personal data fairly and lawfully and will protect your personal information in accordance with the principles of the DPA.

15.2 You agree that:

(a) T. Bailey may keep personal information which you or others have provided to it, and any information we know from managing your account or processing orders, on a database and use or disclose such information to carry out the functions described in these Terms and Conditions and/or the Prospectus;

(b) T. Bailey may disclose your personal data to a promoter, investment manager, sponsor, fund manager, administrator or the depository/trustee (as applicable) of the relevant Authorised Unit Trust or Open-Ended Investment Company, or any person with legal, administrative or regulatory power over T. Bailey, or as otherwise consented to in writing by you. In addition, T. Bailey may disclose such personal data to any sub-contractor involved in carrying out functions for us including sub-contractors outside of the EEA in countries which do not have similar protections regarding personal information and its use. However, T. Bailey is committed to protecting the confidentiality and security of personal information it collects and will ensure that such sub-contractor has put in place proper security measures to ensure at least the same level of protection as is required under the DPA; and

(c) under the DPA, individuals are entitled, on payment of a fee of £10 currently (inclusive of VAT) to a copy of the information T. Bailey holds about them.

15.3 T. Bailey may transfer or dispose of the personal data to a person to whom it transfers its rights and responsibilities under these Terms and Conditions.

16 - Contact details

16.1 You can contact our customer services department by telephoning 0115 988 8275 (lines are open 9:00 am to 5:00 pm Monday to Friday) or by writing to:

T. Bailey Fund Managers Limited
64, St. James's Street
Nottingham
NG1 6FJ

Email: clientservices@tbailey.co.uk

16.2 To ensure that T. Bailey carries out your instructions accurately, to help T. Bailey continually improve its service and in the interests of security, we may monitor and/or record your telephone calls with T. Bailey. Any recordings remain our sole property.

16.3 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 T. Bailey will not be liable for the consequences.

17 - Contracts (Rights of Third Parties) Act 1999

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.

18 - General

18.1 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.

18.2 English Law will apply to these Terms and Conditions. The English courts will have exclusive jurisdiction in relation to these Terms and Conditions.

19 - Savings directive (not applicable to an ISA)

For investors who are resident in another European Union member state for tax purposes, if certain conditions apply, information regarding your investment and any interest paid may be passed to HMRC in order to be passed to other tax authorities.

For further information please see the Prospectus or Key Investor Information Document.

Authorised Fund Manager Contact Details

T. Bailey Fund Managers Limited, 64 St. James's Street, Nottingham, NG1 6FJ

T: 0115 988 8275 F: 0115 9888 222 W: www.tbailey.co.uk/amati