FlexGlobal

Change of Adviser Form



Client's Personal Details:

Title	Client Reference Number: FLEXG
Family Name	First Name
Contact details in case of queries:	
Home Phone	Mobile Phone
Personal Email	Work Email

Client's Declaration:

By signing this form I hereby declare all of the following:

The information given by me in this form is, to the best of my knowledge and belief, correct. I undertake to inform Fairway Group of any change to the information supplied in this form, noting that not doing so may affect the suitability of my Nominee Arrangement.

I am satisfied that I have obtained the necessary professional advice required for my personal circumstances, to maintain the ongoing suitability of FlexGlobal and that my investment fund choices contained herein are in line with my risk profile, as assessed by my appointed Financial Adviser.

Signature:	
Date	

Financial Adviser's Declaration:

I hereby declare the following:

The client (the "Client") has established a new relationship with our company (the "Company") and that we have identified and verified their identity and recorded the evidence of identity according to our client due diligence and record keeping procedures which are in line with our money laundering procedures.

The information provided in this form accurately reflects the Client's due diligence information that our Company holds and that we agree to notify you of any changes to this information.

We have conducted an appropriate fact find about the Client and confirm that FlexGlobal is suitable for the Client's personal circumstances and that we have conducted a risk assessment in order to ensure that the investment fund choices contained herein are in line with that assessment.

We have received signed acknowledgement that the Client is aware, and is in acceptance of, the risks associated with any investment recommendations made and is also aware of all costs involved with establishing and maintaining this arrangement.

We will review the Client's personal financial requirements and the investment performance of the assets held under the Nominee Arrangement on a regular basis to ensure that FlexGlobal remains suitable to the Client's requirements.

We are in receipt of, understand and agree to adhere to the FlexGlobal Terms of Reference, as detailed in the Service Level Agreement between our Company and Fairway Group. We also confirm that we are appropriately regulated to provide advice and related professional services to the Client.

For and on Behalf of:

Name:
Company Name:
Company Address:
Email:
Mobile No:
Signature:
Date:

 $Completed \ forms \ and \ associated \ documents \ should \ be \ sent \ to \ \underline{flexglobal@fairwaygroup.com}$

FlexGlobal Terms and Conditions:

FlexGlobal

The following are the terms and conditions specific to the arrangement promoted as "FlexGlobal" which, in conjunction with Fairway Group's Terms and Conditions of Business, Fairway Group act on your behalf and which Fairway Group will understand you (as "Client") to have accepted unless otherwise agreed by Fairway Group in writing. These Terms and Conditions shall prevail to the extent they contradict or conflict directly with the Fairway Group's Terms and Conditions of Business.

FlexGlobal is a nominee arrangement established in Jersey for the purpose of creating an investment savings vehicle for use by internationally mobile individuals. An account (known as the "FlexGlobal Account") will be opened to hold the assets of such individuals (known as the "FlexGlobal Assets") on a segregated basis and held by FPTL Nominees Limited, pursuant to a declaration of bare nomineeship, established in favour of such individuals, in accordance with the terms of the nominee arrangement contained in the Application Form to which these Terms and Conditions apply.

The FlexGlobal Account will be established for the purpose of holding funds with an investment manager (or investment managers) as recommended by the financial advisers of such individuals. Further detailed information about FlexGlobal is available via its website (www.flexglobal.com). Fairway Group is a registered business name of Fairway Trust Limited. Your legal relationship is with Fairway Pension Trustees Limited, a subsidiary of Fairway Trust Limited and, to the extent only of the nominee arrangement, FPTL Nominees Limited. Other incidental services may nevertheless be provided by connected companies, including Fairway Group Secretaries Limited. FPTL Nominees Limited will establish the bare nomineeship as part of the FlexGlobal product. Fairway Group's Terms and Conditions of Business and Data Protection Notice are published on its website (www.fairwaygroup.com). Voisin Law is one of Jersey's longestestablished law firms and Voisin Executors Limited (or "VEL") is their subsidiary that provides professional executorship services in administrating Jersey Wills & Estates. You will find more details on Voisin Law on its website (www.voisinlaw.com).

- 1. ELIGIBILITY you must be over 18 years of age, but there is no upper age limit of participation with FlexGlobal.
- SUBSCRIPTIONS the minimum level of lump sum and/ or regular monthly subscription is as per the published FlexGlobal Fee Schedule. All Subscriptions must be accompanied by your dedicated Client Reference Number, provided at the outset with confirmation of your

Nominee Arrangement.

- 3. RECEIPT AND INVESTMENT OF CLIENT MONIES Fairway Group can only invest or transfer monies once they have cleared into the dedicated bank account. Fairway Group will not be held liable for any delays or errors by any third parties, that result in monies not being applied or given value in a timely manner. This includes monies not being correctly referenced using the Client Reference Number.
- 4. DEALING all lump sum subscriptions will ordinarily invest within five business days of the successful receipt of monies as described in (3) above. All regular monthly subscriptions will ordinarily invest within five business days of the month end subject to the successful receipt of monies as described in (3) above by the month end.
- PAYMENTS all instructions to pay Clients must be made using the FlexGlobal Payment Request Form. No payments will be processed unless all requested documentation has been provided.
- 6. INVESTMENT ADVICE AND MONITORING Fairway Group is not responsible for ensuring that FlexGlobal is suitable for the Client, nor is Fairway Group responsible for the selection or monitoring of any investment assets within FlexGlobal. FlexGlobal is only available by recommendation from the Client's appointed Financial Adviser, who is entirely responsible for the provision of appropriate advice to the Client, in order to ensure the suitability of FlexGlobal and the underlying investment funds.
- YOUR POINTS OF CONTACT your appointed Financial Adviser is your primary point of contact for all matters. In the event that you wish to contact Fairway Group, please do so via flexglobal@fairwaygroup.com. In the event that you wish to contact VEL, contact details are published on its website (www.voisinlaw.com).
- 8. JERSEY WILL & TESTAMENT in the event of your demise your FlexGlobal Assets will constitute your Jersey Movable Estate, along with any other assets you may hold in your own name, or through a nominee. VEL will then administrate and distribute the net proceeds, in accordance with your stated wishes detailed on page 8 of this Application Form. Voisin Law and/or VEL have not provided advice to you on the validity of your Jersey Will should you be domiciled in a jurisdiction which is subject to forced heirship. You should always take advice in your jurisdiction of domicile.

- GENERAL INSTRUCTIONS we ask that any instructions are confirmed in writing which includes electronic mail.
- FEE SCHEDULE the published FlexGlobal Fee Schedule may bevaried from time to time, with at least 3 months advance notification of any amendments, by electronic mail.
- 11. FEE SETTLEMENT the fees associated with FlexGlobal will be settled in accordance with the published Fee Schedule and are nonrefundable. All fees will be settled promptly, directly from your investment funds held under the terms of your Nominee Arrangement. All fees due to your Financial Adviser will be agreed by you, in advance.
- 12. REBATES Fairway Group may, from time to time, receive rebates from the underlying investment managers. Fairway Group may use these rebates to offset thirdparty distribution costs, returning any surplus for the benefit of respective Clients. Fairway Group receives no remuneration from rebates.
- 13. TERMINATION Fairway will, on receipt of written instruction, redeem all investment holdings and pay away proceeds to the Client. Fairway reserves the right to withhold Client monies until all outstanding documentation is received and all fees have been settled. Following payment of proceeds, the Client's Nominee Arrangement will be formally terminated.
- THIRD-PARTY PAYMENTS other than in the event of demise of the Client, third-party payments from FlexGlobal are strictly prohibited.
- COMMUNICATIONS all communications, including general administration enquiries, should be sent by electronic mail.
- REGULATION Fairway Group companies are regulated by the Jersey Financial Services Commission under reference TCB0174. Voisin Law is regulated by the Law Society of Jersey.
- DATA PROTECTION full details of the Data Protection Notice and Terms and Conditions can be found via the Fairway Group website (www.fairwaygroup.com).