FlexGlobal

Trustee Application Form



Establishment:

Trustee Details:

Please accept this application as my formal request for:

- Fairway Group to establish a Nominee Arrangement by declaration, in my name, in order to participate under the terms of FlexGlobal;
- Fairway Group to provide the required services, either directly orindirectly using appointed third-parties, necessary to meet the statutory and regulatory requirements applicable to administer my Nominee Arrangement;
- Fairway Group to appoint the Financial Adviser as detailed herein to my FlexGlobal arrangement;
- Fairway Group to establish an investment account (or accounts) under my Nominee Arrangement in accordance with my nominations of investment funds stated herein;

Trustee Details.	
Name	Reference
Client Personal Details:	
Title: Mr Mrs Miss Ms Other	Tax ID (If applicable)
Family Name	First Name
Former Name Date of Birth	Nationality (inc dual)
Residential Address	
Country	Post/zip Code
Home Phone	Mobile Phone
Work Phone	Occupation
Email	Employer



Investment Selection:

This section is to be completed amount of subscription: FlexGlobal Plan Currency	, with your appointed Financial Adviser, to indicate your investment fund choices, together with your intended method and Financial Adviser Service Fee (% per annum)					
Lump sum investments	5:	Investment amount and currency				
			9	% Allocation per Fun	d	
Fund Manager	Currency	Defensive	Cautious	Moderate	Growth	Adventurous
Aberdeen Standard Investments					Divsfd. Growth %	
Aberdeen Standard Investments		MyFolio Mkt I	MyFolio Mkt II	MyFolio Mkt III	MyFolio Mkt IV	MyFolio Mkt V
AllianceBernstein				Dynamic Diversified %	Emg Mkt Multi Asset	
BlackRock		Defensive %	Conservative %	Moderate %	Growth %	
Canaccord Genuity				Diversity %	Affinity %	Opportunity %
GAM		Defensive %	Cautious %	Balanced %	Growth %	Dynamic Growth %
HSBC		World Selection 1 %	World Selection 2	World Selection 3 %	World Selection 4	World Selection 5 %
Pacific Asset Management		Defensive %	Conservative %	Core %	Plus %	
Establishment Fee (%)	Comments					

FlexGlobal

Nominee Arrangement:

By completing this Application Form, you (as "Trustee") agree that Fairway Group's nominee company, FPTL Nominees Limited, is authorised to establish a bare nominee arrangement (the "Nominee Arrangement") in your favour to hold your FlexGlobal Assets and in relation to which the following terms shall apply:

1. Nomineeship:

FPTL Nominees Limited (the "Nominee") will hold your FlexGlobal Assets as nominee and on bare trust absolutely, on your behalf, as the Trustee.

The Nominee will undertake not to transfer, deal or dispose of your FlexGlobal Assets, unless expressly instructed otherwise by you and the Nominee shall not be under any duty to monitor, enhance or preserve the value of your FlexGlobal Assets.

The Nominee duties will be confined to:

- i. holding your FlexGlobal Assets until receipt of further directions from you;
- ii. accounting to you for any dividends or distributions which may be paid to the Nominee, as accrued; and
- iii. exercising any voting powers, as holder of the FlexGlobal Assets, only in accordance with your instructions.

2. Indemnification:

As Trustee, you will undertake to indemnify the Nominee against all actions, claims, costs, demands, loss or damage of any kind whatsoever and wheresoever arising out of or in connection with the holding of the Property, EXCEPTING ONLY actions claims, costs, demands, loss or damage arising from any fraud, wilful misconduct, negligence or breach of trust of the Nominee, PROVIDED ALWAYS that your maximum aggregate liability under this Nominee Arrangement shall not exceed the value of your FlexGlobal Assets from time to time.

3. Termination:

The Nominee Arrangement shall terminate upon the Nominee ceasing to hold any FlexGlobal assets on your behalf, as Trustee.

Notwithstanding the foregoing, you agree that the Nominee may at any time at its discretion: 1) transfer the FlexGlobal Assets into your name; 2) procure (as may be required) your registration as the registered owner of the FlexGlobal Assets; PROVIDED THAT the Nominee shall before exercising this right give written notice of such exercise to you at any last known address and such notice shall be deemed to have been received seven days after posting.

4. Establishment:

Your Nominee Arrangement will be established on receipt of and acceptance of this Application Form, by FPTL Nominees Limited, by "declaration", i.e. you are not required to sign the Nominee declaration and it will be sent, in the first instance, to you by email with the original to follow by post to your nominated corporate address.





All monies subscribed to FlexGlobal must be identified as originating from a bona fide source. Please detail the pension scheme(s) from which these funds originate. In particular, you must give further descriptive details of the source and, if requested, provide evidence to a satisfactory standard.





Trustee Declaration:

By signing this application form, we hereby declare all of the following:

The information given by us in this form is, to the best of our knowledge and belief, correct. We undertake to inform Fairway Group of any change to the information supplied in this form, noting that not doing so may potentially affect the suitability of our Nominee Arrangement. We have read, understood and accept the FlexGlobal Terms and Conditions (contained herein), the Data Protection Notice, the FlexGlobal Key Features Document and the current FlexGlobal Fee Schedule (as provided) and that in doing so we are aware of our obligations throughout the duration of our Nominee Arrangement.

We understand that our FlexGlobal Assets, contained within our Nominee Arrangement are legally segregated from any other clients participating with FlexGlobal and that all subscriptions made to FlexGlobal are not the result of, nor connected with, any illegal activity.

We acknowledge that all subscriptions made to FlexGlobal must be accompanied by our correct Client Reference Number, which is specific to each Underlying Client, which shall be provided to us on establishment of our Nominee Arrangement. We accept that failure to do so may result in subscribed monies not being invested in a timely manner and may also result in additional banking charges being incurred.

We agree and acknowledge that Fairway Group may apply charges to our Nominee Arrangement that will be paid directly to, or via the relevant appointed agent, the Financial Adviser in accordance with such amounts agreed in this Application Form and so noted in the FlexGlobal Fee Schedule.

Signature:		Signature:	
Date:	(MM) (YYYY)	Date:	(MM) (YYYY)

Underlying Client Declaration:

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

I have read, understood and accept the FlexGlobal Terms and Conditions (contained herein), the FlexGlobal Key Features Document and the current FlexGlobal Fee Schedule (as provided) and that in doing so I am aware of my obligations throughout the duration of the Nominee Arrangement.

I am satisfied that I have obtained the necessary professional advice required for my personal circumstances, to establish the 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.

By signing this declaration I Declare that FlexGlobal may use the information provided as described in the Data Protection Notice and in the Fairway Group Terms and Conditions.

Signature:		
Date:	MM	YYYY

Completed forms and associated documents should be sent to flexglobal@fairwaygroup.com in the first instance and thereafter all original certified documents to: Fairway Pension Trustees Ltd, 2nd Floor, The Le Gallais Building, 54 Bath Street, Jersey, St Helier, JE1 1FW.

Financial Adviser Declaration:



I hereby declare the following:

The client (the "Client") has established a 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 Benair or.
Name:
Company Name:
Company Address:
Email:
Mobile No:
Signature:
Date: (MM) (YYYY)

For and on Robalf of:



FlexGlobal Terms and Conditions:

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 "Trustee") 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 or Corporate Providers. 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 or Trustees, 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.

- 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 establishment of your Nominee Arrangement.
- 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.
- 3. 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.
- 5. 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.

- GENERAL INSTRUCTIONS we ask that any instructions are confirmed in writing, which includes electronic mail.
- FEE SCHEDULE the published FlexGlobal Fee Schedule may be varied from time to time, with at least 3 months advance notification of any amendments, by electronic mail.
- FEE SETTLEMENT the fees associated with FlexGlobal will be settled in accordance with the published Fee Schedule and are nonrefundable. All fees due to the Financial Adviser will be agreed by both the Trustee and the Underlying Client in advance.
- 10. 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.
- 11. TERMINATION Fairway will, on receipt of written instruction, redeem all investment holdings and pay away proceeds to the Trustee. Fairway reserves the right to withhold the Trustee's monies until all outstanding documentation is received and all fees have been settled. Following payment of proceeds, the Trustee's Nominee Arrangement will be formally terminated.
- 12. THIRD-PARTY PAYMENTS 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.
- DATA PROTECTION full details of the Data Protection Notice and Terms and Conditions can be found via the Fairway Group website (www.fairwaygroup.com).