

FAMILY SUNTRUST

TERMS OF INVESTMENT ADVISER APPOINTMENT

Phoenix Wealth, Self Invested Pensions, PO Box 1394, Peterborough, PE2 2TQ.

When to use this form?

This form (the 'Appointment') deals with the Appointment of the Scheme's Financial Adviser as Investment Adviser (the 'Adviser') to an Elevate General Investment Account (the 'Elevate GIA'), which is made available by Elevate Portfolio Services Limited, trading as 'Elevate'. The parties signing this form will be the Participants of the Scheme, the Adviser, Phoenix Wealth Services Limited (the 'Scheme Administrator') and Phoenix Wealth Trustee Services Limited (the 'Trustee').

FAMILY SUNTRUST SCHEME DETAILS

Scheme name	Family Suntrust Scheme (the 'Scheme')
Scheme number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Elevate GIA Reference	E L <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

INVESTMENT ADVISER DETAILS

Name of Adviser being appointed	<input type="text"/>
Adviser's FCA number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Business name	<input type="text"/>

1. APPOINTMENT OF ADVISER – PARTICIPANT(S) TERMS

Important Notice

- For their benefit and protection each Participant should read these Terms of Appointment and the Declaration in section 2 before signing. If a Participant does not understand any point they should speak to the Financial Adviser. Each Participant must sign and confirm his/her acceptance of this Appointment.
 - Terms used in bold type in this Appointment shall have the same meaning as in the Family Suntrust – Terms & conditions unless otherwise identified.
 - It should be noted that, on attaining the age of 18, the Minor will be required to act on his/her own behalf.
1. **We**, the **participants** of the **scheme** (or **us** or **our** as the situation requires) hereby request the appointment of the above named investment adviser as the adviser to the Elevate GIA subject to its terms and request:
- a) the **scheme administrator** and the **trustee** (on the order of the **scheme administrator**) to authorise the appointment of the adviser by completing section 3 of this document; and
 - b) the **trustee** (on the order of the **scheme administrator**) to enter into any formal arrangements required by Elevate to effect either the Elevate GIA or this appointment.

2. **We** agree that **we** are responsible for any costs arising from the setting up of the Elevate GIA or the appointment, which will be met from the **scheme cash account**. **We** will also be responsible for any charges that **we** have agreed with the adviser for the appointment.
3. **We** agree and accept that neither the **scheme administrator** nor the **trustee** is responsible to the **participants** for the terms of the Elevate GIA and neither the **scheme administrator** nor the **trustee** shall be responsible to the **participants** for any loss or liability arising in relation to the Elevate GIA howsoever arising (including, but without limitation, the performance of a custodian, adviser or other third party appointed under the terms of the Elevate GIA).
4. It is the intention of the **scheme administrator** to always act reasonably and with proper regard to the need to treat its customers fairly. Where such loss or liability referred to in paragraph 3 of this section 1 above arises as a direct result of the breach of the terms of the Elevate GIA by Elevate, the **scheme administrator** agrees to enforce the terms of the Elevate GIA against Elevate to ensure, as far as is reasonably possible, that the value of the investments in the Elevate GIA is not reduced as a result of this breach.
5. For the avoidance of doubt, in the event of any conflict between paragraph 3 of this section 1 above and any terms and conditions of the **scheme** or the **rules** addressing the **scheme administrator's** liability for the performance of a custodian, adviser or other third party appointed under the terms of the Elevate GIA, the terms of paragraph 3 of this section 1 above will prevail.
6. The terms of this appointment will only apply provided they are not held by a relevant court or viewed by the Financial Conduct Authority to be unfair contract terms or reasonably considered by the **Phoenix Group** to be unfair contract terms. If a term is held, viewed or considered to be unfair it will, as far as possible, still apply but without any part of it which would cause it to be held, viewed or considered unfair
7. **We** and the adviser understand and agree that the **trustee** of the **scheme** is the legal owner of the Elevate GIA, but is acting as a bare **trustee**, meaning it acts only to the order of the **scheme administrator**.
8. **We** acknowledge that the **scheme administrator** can request information from the adviser relating to any aspect of the Elevate GIA.
9. **We** understand that the adviser can be appointed to act on a discretionary or non- discretionary basis (acting in accordance with paragraphs 9-12 of this section 1 and paragraphs 4.2 and 4.3 of section 4 of this appointment). **We** have selected the adviser to provide the following type of service (please tick as appropriate).
 Discretionary Non-discretionary
10. Where appointed on a discretionary basis **we** confirm that **we** will, by **unanimous written agreement**, agree **our** investment objectives and attitude to risk with the adviser. The adviser will make investment decisions on the Elevate GIA without any specific consultation with the **scheme administrator** or **us**.
11. Where appointed on a non-discretionary basis **we** understand that **we** will have to agree to each purchase / sale by **unanimous written agreement**.
12. The adviser has confirmed that they have the necessary regulatory authorisations to perform their obligations under this appointment.
13. **We** understand and accept that in making this appointment available, the **scheme administrator** is not providing legal or financial advice, nor has the **scheme administrator** considered the suitability of the Elevate GIA or any investment within it.
14. **We** understand that any assets purchased by Elevate as a result of an instruction placed by the adviser shall be purchased in accordance with the terms of the Elevate GIA.
15. **We** confirm that **we** are making this investment following receipt of specific advice from the Financial Adviser, that **we** have been provided by them with sufficient information relating to the Elevate GIA, and that **we** have been advised by the Financial Adviser of any risks associated with making the investment.
16. In the event that Elevate can only provide on-line access to one party (other than the adviser) **we** understand that this will be provided to the **scheme administrator**.
17. **We** agree and accept that any instruction given by the **scheme administrator** to either the adviser or Elevate regarding any aspect of the investment, including, but not limited to, the acceptability of an investment and instructions to sell an investment, overrides any other instruction, including any given by us, provided that the **scheme administrator** is acting in accordance with the Family Suntrust - Terms & conditions.
18. **We** agree and understand that a discretionary manager may also be appointed under the Elevate GIA, but only with **our** prior **unanimous written agreement**, a copy of which must be sent to the **scheme administrator**. **We** also understand that **we** are responsible for agreeing suitable investment objectives with, and confirming **our** attitude to risk to the discretionary manager for any funds that they may manage.
19. **We** agree to always have an adviser in place who has been appointed by all **participants** in the **scheme**. If the adviser stops acting and a new adviser is not appointed by the **participants** by **unanimous written agreement** within three months of the previous adviser's appointment ending, the **scheme administrator** can enforce the sale of the Elevate GIA.

20. **We** understand that, in the absence of instructions from **us**, the **scheme administrator** may recover from the Elevate GIA amounts necessary to cover fees and charges as set out in section 18 (as amended from time to time) of the Family Suntrust - Terms & conditions.
21. This appointment shall be governed by the laws of England and Wales and **we** and the **scheme administrator** and **trustee** hereby submit to the non-exclusive jurisdiction of the English and Welsh courts.

2. APPOINTMENT OF ADVISER – PARTICIPANT(S) DECLARATION

Important: this Appointment must be signed by all Participants. If a Participant is acting on behalf of the Minor as Parent/Guardian they only need to sign once. The declarations below will apply accordingly. If there are more than four Participants please copy and complete this section.

We understand that:

- subject to this terms of investment adviser appointment we have authorised and requested the scheme administrator to appoint the adviser to manage the assets under the Elevate GIA.
- We may only invest in investments that are permitted under the terms of the scheme and that in the event of any conflict between the investments permitted by the Elevate GIA and the investments permitted under the scheme, the terms of the scheme shall prevail.
- This appointment may be terminated by the scheme administrator, the participants, the adviser or Elevate (if applicable) at any time by giving prior written notice to all other parties and in any event shall terminate in the event that the adviser ceases to hold any necessary regulatory authorisations.
- We agree and accept that neither the scheme administrator nor the trustee shall be responsible for any loss or liability arising from this appointment or for any actions or failure to take action on the part of the adviser giving rise to any loss in the value of the Elevate GIA howsoever arising (including, but without limitation, failure on the part of the adviser to produce an investment return).
- We promise both individually and collectively that we will be responsible for any losses, liabilities or costs arising as a result of claims, demands and actions brought against the scheme administrator or the trustee in respect of the activities and performance of the adviser. We also promise that will not make or bring any claims, complaints or proceedings against either the scheme administrator or the trustee in respect of the activities and performance relating to the adviser. We make these promises on the basis of our acknowledgement of the adviser’s clear responsibility in relation to this appointment.

In accordance with the terms above, by signing below **we** agree to the appointment of the adviser in relation to the Elevate GIA.

Full Name	Signature ✕	Date □□ / □□ / □□□□
Full Name	Signature ✕	Date □□ / □□ / □□□□
Full Name	Signature ✕	Date □□ / □□ / □□□□
Full Name	Signature ✕	Date □□ / □□ / □□□□

3. APPOINTMENT OF ADVISER – SCHEME ADMINISTRATOR & TRUSTEE TERMS

Please note: For completion by the **Scheme Administrator** and the **Trustee**.

- 3.1 The **scheme administrator** and the **trustee** (acting as legal owner and to the order of the **scheme administrator**), acknowledge and confirm the terms of this appointment as requested by the **participants** pursuant to sections 1 and 2.
- 3.2 Subject to the terms of this appointment, the **scheme administrator** hereby delegates to the **participants** the authority to provide the adviser with investment objectives and/or instructions in relation to the Elevate GIA. The adviser is hereby permitted to communicate with, and to receive and act upon such objectives and instructions that it may receive from the **participants** provided that any instruction acted upon complies with the requirements of **unanimous written agreement**.
- 3.3 The **scheme administrator** confirms that in respect of non-discretionary advice the adviser may place deals, in every case provided that the adviser has obtained the **unanimous written agreement** of all **participants**, prior to undertaking the instruction.
- 3.4 The **scheme administrator** undertakes on a continuing basis to the adviser that it will inform the adviser of any individual who subsequently becomes a **participant** in the **scheme** in a timely manner. Any confirmation provided by the **scheme administrator** will specify the date on which the person will join the **scheme**.
- 3.5 In the event that an individual who joins the **scheme** in accordance with paragraph 3.4 directly above is a **minor**, the **scheme administrator** will confirm to the adviser the identity of the parent / guardian who is required to sign on the **minor's** behalf.
- 3.6 The **scheme administrator** undertakes that it will only give an instruction to the adviser that is in accordance with the Family Suntrust - Terms & conditions.

For and on behalf of Phoenix Wealth Services Limited in its capacity as Scheme Administrator

Full Name	Signature ✕	Date □ □ / □ □ / □ □ □ □
Full Name	Signature ✕	Date □ □ / □ □ / □ □ □ □

For and on behalf of Phoenix Wealth Trustee Services Limited in its capacity as Trustee

Full Name	Signature ✕	Date □ □ / □ □ / □ □ □ □
Full Name	Signature ✕	Date □ □ / □ □ / □ □ □ □

4. APPOINTMENT OF ADVISER – ADVISER TERMS

- 4.1 The adviser acknowledges and accepts their appointment as investment adviser to the Elevate GIA in accordance with section 1 of this form.
- 4.2 The adviser will ensure that, if appointed on a non-discretionary basis, no investment will be made or sold unless it is in accordance with the **unanimous written agreement** of all the **participants**.
- 4.3 If appointed on a discretionary basis, the adviser will ensure that full regard is paid to the investment objectives and instructions set by the **participants** and that any investment decision is consistent with such investment objective/instruction.
- 4.4 The adviser will ensure that all disclosure information, including but not limited to charging statements/documents is provided to the **participants** when required.

- 4.5 The adviser will ensure that all relevant information, including but not limited to, copies of contract notes and valuation statements is provided to the **participants** if requested.
- 4.6 The adviser will keep a record of all documents relating to this appointment, including without limitation, copies of contract notes, valuations and **unanimous written agreement** and will make copies of any document available to the **scheme administrator** (or any person appointed by the **scheme administrator**) immediately upon request.
- 4.7 The adviser undertakes to ensure that each investment made whether on a discretionary or non-discretionary basis complies with the permitted list, as provided by the **scheme administrator**.
- 4.8 The adviser will seek guidance from the **scheme administrator** if it is in any doubt as to whether a particular investment is a **permitted investment**. The **scheme administrator's** decision will be final in this regard and will override any instruction given to the adviser by a participant or any other person.
- 4.9 The adviser will notify the **scheme administrator** in writing as soon as reasonably practicable upon its becoming aware that an investment which is not a **permitted investment** has been acquired in connection with the Elevate GIA or, subject to receiving a notification from the **scheme administrator**, that an investment already held in connection with the Elevate GIA has ceased to be a **permitted investment**, and will take all reasonable steps to carry out (having regard to its legal and regulatory responsibilities) the disposal of such investments at the earliest reasonably available opportunity.
- 4.10 Except to the extent that the adviser has sought and received guidance from the **scheme administrator** in relation to **permitted investments** and actually followed such guidance, the adviser will indemnify the **scheme** for the amount of any quantifiable financial loss arising from the acquisition and/or disposal of any investment which is not a **permitted investment** including, but not restricted to, any penalty or tax charge imposed by the **Revenue** to the extent that such penalty or tax charge arises from the negligence, default or fraud of the adviser.
- 4.11 The adviser undertakes that all payments into or out of the Elevate GIA shall only be paid from or to the **scheme cash account**.
- 4.12 The adviser will promptly notify the **scheme administrator** upon its becoming aware that it has made a payment or transfer in breach of this appointment, and will indemnify the **scheme administrator** and/or the **trustee** against any losses or claims arising as a result, including but not restricted to any penalty imposed by the Financial Conduct Authority or the **Revenue**. The adviser shall not be liable in the event that a payment or transfer has been made on the instructions of the **scheme administrator**.
- 4.13 The adviser acknowledges that a discretionary manager can only be appointed with the **unanimous written agreement** of the **participants**, a copy of which must be provided by the adviser to, and acknowledged by, the **scheme administrator**, prior to the discretionary manager acting.
- 4.14 The adviser acknowledges that any instruction given by the **scheme administrator** must be complied with, regardless of whether such an instruction conflicts with an instruction given by the **participant(s)**.
- 4.15 The adviser has agreed their charges for the **appointment** with the **participants**. The adviser acknowledges that neither the **scheme administrator** nor the **trustee** shall be responsible for such charges.

5. APPOINTMENT OF ADVISER - ADVISER DECLARATION

- I (the adviser) have read and understood the terms contained in this appointment and agree to act in accordance with them.
- I confirm that I have the authorisation necessary under the legislation and regulations in the United Kingdom to act as adviser and will remain so authorised, and comply with the rules of the appropriate regulatory body(ies), whilst acting as adviser to this Elevate GIA.
- I confirm that I will notify the scheme administrator forthwith of any changes to my authorisation including any disciplinary action taken against me.
- I confirm that when acting on a non-discretionary basis, I undertake to only act on instructions from the participants obtained via unanimous written agreement or from the scheme administrator.
- I am able and willing to manage the investments held within the Elevate GIA in accordance with the investment objectives and attitude to risk specified by the participants.
- I will agree with the participants the investment objectives for the Elevate GIA, for which the participants and I will be wholly responsible. The investment objectives will be those agreed with the participants, in line with their investment approach agreed by unanimous written agreement and attitude to risk and any further investment objectives made thereafter. The scheme administrator or the trustee will not be responsible for any investment strategy or objectives pursued by the participants but I understand that the scheme administrator or trustee (acting on the instruction of the scheme administrator) may place restrictions on the types of investments that the Elevate GIA may invest in.

Liability and indemnity

Except where liability is excluded in these terms, the **scheme administrator** will only be liable to the Adviser for any direct losses arising from the **scheme administrator's** negligence, fraud or wilful default. The **scheme administrator** will at no point be liable for any indirect or incidental damages, losses, costs or for any loss of profits suffered by the adviser, its employees, officers, subcontractors, agents or clients howsoever caused.

The adviser will indemnify the **scheme administrator** and the **Trustee** against any liability and/or losses it suffers directly or indirectly resulting from any of the following acts or omissions of the adviser:

- 5.1 any failure to comply with relevant laws and regulations;
- 5.2 any breach of these terms;
- 5.3 any infringement of the **scheme administrator's** intellectual property rights or those of any other member of the **Phoenix Group**;
- 5.4 submitting business to the **scheme administrator** outside of the adviser's scope of regulatory permissions and authorisations;
- 5.5 providing the **scheme administrator** with untrue, inaccurate or incomplete information;
- 5.6 any failure to provide promptly any information required by the **scheme administrator**;
- 5.7 providing the **Participants**, or Elevate with any inaccurate or incorrect information, such as valuation data;
- 5.8 interference, amendment or tampering with any data or computer records, whether accidental or deliberate;
- 5.9 issuing information or data to anyone who is not entitled to receive it; and,
- 5.10 any negligence, fraud or wilful default of the adviser.

Any failure by the **scheme administrator** or the **trustee** or any other member of the **Phoenix Group**, at any time to enforce its rights or entitlements under these terms will not be taken to waive, or in anyway forfeit, their ability to subsequently insist on those rights and entitlements.

The **scheme administrator** and I have a free choice about the law that can apply to a **scheme**. The **scheme administrator** proposes to choose the law of England and Wales, and, by entering into this **scheme**, I agree that the law of England and Wales applies.

Financial adviser's signature:

Date:

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