Completing the document on screen?
IMPORTANT: *First save it to your desktop. Then open it in* ***Adobe Acrobat*** *before filling it in. This ensures the information is saved correctly.*

Quilter

Discretionary Trust

(English Law) Settlor excluded

Use the QR code above to access helpful information, including a guide to completing the deed.

Notes to assist with completion

The following notes are referenced throughout this document. Please read them carefully as they will help you complete the document accurately.

1. Dating the trust deed.
   a) Where this deed is submitted to Quilter Life & Pensions Limited (Quilter) in relation to an application for a new Collective Investment Bond then the Settlor is requesting Quilter to date the deed and bring the trust into effect on the date of receipt, or bond start date if later. Where the Settlor requires a specific date for the trust to start, they should date the deed themselves and submit the deed after the bond has started. See 1.b) below.
   b) Where this deed is submitted to Quilter in relation to an existing Collective Investment Bond, then the Settlor must date the deed. The deed must be dated on or after the date on which the bond started.
2. If the Settlor is to be a Trustee;
   – the part of the document identifying the Trustees must be correctly completed by showing the Settlor as a Trustee. It is not necessary to repeat the name and address in full, writing 'the Settlor' is sufficient. For a Dual Settlor Trust 'the Settlor' means both. Where only one Settlor will be a Trustee, 'the First Settlor' or 'the Second Settlor' will also suffice.
   – it is also important that the Settlor signs the document twice, as Settlor and also as Trustee
   – it is recommended that there is at least one additional Trustee, other than the Settlor.
3. The Settlor's spouse or Civil Partner (as defined by the Civil Partnership Act 2004) is not specifically included as a beneficiary under the settlement to ensure there are no inheritance tax implications where single Settlor reciprocal arrangements may have been undertaken. However, the class of beneficiaries does include the widow/widower or surviving Civil Partner of the Settlor, therefore the spouse or Civil Partner can benefit from the Trust Fund from the date of the Settlor's death. If you need the spouse or Civil Partner of the Settlor to benefit during the Settlor's lifetime for a Single Settlor Trust (whether now or at a later date), then it is possible to include the spouse or Civil Partner by inserting 'spouse or Civil Partner of the Settlor' in the blank box under clause 2(5)(vii) of the Deed. However, it is not possible to add them to the Settlement after the Declaration Date has been completed.

   If you include your Spouse or Civil Partner within the classes of beneficiary, we recommend that you provide funds from your own bank account to ensure you do not fall within gift with reservation rules (Schedule 20, Finance Act 1986).
4. The Appointment of a Protector is not essential. However, if a non-UK resident Trustee is to be appointed then some Settlors may feel more comfortable knowing that Trustee dispositive functions will require the consent of another party appointed to oversee the carrying out of those functions. The Protector must consent to the appointment and so will be required to sign the document.

Tax declaration and confirmation of verification of identity (CoVI)

For Quilter to comply with anti-money laundering legislation and regulations governing automatic exchange of information, you must complete **Tax Declaration** and **CoVI** forms and submit them with this deed. These forms are attached to the back of this document.

Trust Registration

A trust must register with HMRC's Trust Registration Service (TRS) if it is considered UK resident or has a UK tax liability, unless an exemption applies.

A trust must register within 90 days of the date of the trust deed. The trustees must submit evidence of registration (available from the TRS) or confirm exemption from registration to Quilter within 90 days of the trust date.

To register, visit ***www.gov.uk/guidance/register-a-trust-as-a-trustee***

Our **'Step-by-step guide for registering your trust'** is available here: ***qip22888_registering_trust-guide.pdf***.

Discretionary Trust

(English Law) Settlor excluded

Notice:

This draft document is provided strictly as a draft for consideration by the Settlor's legal advisers. Quilter accepts no responsibility for any loss of whatsoever nature occasioned by the adoption unamended or otherwise of this draft trust document.

Any advice given on completion of the Discretionary Trust is accordingly given on the basis that, having discussed the trust terms with legal advisers, the draft trust put forward for consideration is adopted duly completed but otherwise unamended.

1 – Introduction

1. Where the property in the First Schedule is a Collective Investment Bond being issued in respect of an application to Quilter Life & Pensions Limited, then the Settlor authorises Quilter Life & Pensions Limited to date the deed.
2. Where the property in the First Schedule is other than 1 above, then the Settlor will date the deed.

This Settlement is made the _____ day of _____, 20 ____ ('the Declaration Date') between

See Note 1 for guidance on dating this deed.

The Settlor

Name

Address

and

Name

Address

(The First Settlor) Insert the full name and address of the First Settlor.

(The Second Settlor, if any) Insert the full name and address of the Second Settlor.

('the Settlor') of the one part and where there are two Persons identified then 'Settlor' means both of them jointly and the survivor of them after the death of the first to die, and

The Original Trustees

Name

Address

and

Name

Address

See Note 2. Insert the full name and address of the first Trustee. If the Settlor is to be a Trustee insert 'The Settlor'.

Full name and address of the additional Trustee (if any).

The Original Trustees *(continued)*

and

Name

Address

and

Name

Address

('the Original Trustees') of the other part.
Now this deed witnesses as follows:

A. The Settlor assigns the property set out in the First Schedule to the Original Trustees to hold on the following terms.

B. This Trust shall be known as

Full name and address of the additional Trustee (if any).

Full name and address of the additional Trustee (if any).

Give the name of the trust arrangement eg, 'The A N Other family trust'.

2 – Definitions

(1) **'The Trustees'** means the Original Trustees or the Trustees of the Settlement for the time being.

(2) **'The Trust Fund'** means:

(i) the property specified in the First Schedule below;

(ii) all money investments or other property paid or transferred by any person to the Trustees or placed under the control of the Trustees and (in either case) accepted by the Trustees as additions to the Trust Property under clause 3. below; and

(iii) all property from time to time representing the above.

(3) **'Trust Property'** means any property comprised in the Trust Fund.

(4) **'The Trust Period'** means the period of 125 years beginning on the Declaration Date, which is the applicable perpetuity period under the rule against perpetuities.

(5) **'The Beneficiaries'** means

(i) the children and descendants of the Settlor (or of either person constituting the Settlor where this is a Dual Settlor Trust);

(ii) the spouses, former spouses, widows, widowers, Civil Partners, former Civil Partners and surviving Civil Partners of any persons in (i) above;

(iii) the widow, widower or surviving Civil Partner of the Settlor;

(iv) any nieces or nephews of the Settlor (or of either person constituting the Settlor where this is a Dual Settlor Trust)

(v) any brothers or sisters of the Settlor (or of either person constituting the Settlor where this is a Dual Settlor Trust)

(vi) the persons added under clause 4. below;

(vii) the persons or objects named in the following box (if any);

and

(viii) at any time during which there are no Beneficiaries under any of (i) to (vii) above, any company, body or trust established for charitable purposes only.

(6) **'Protector'** means the person (if any) shown in the Second Schedule below, or such other person as is the Protector for the time being.

(7) **'Civil Partner'** has the meaning given to it in the Civil Partnership Act 2004 of the United Kingdom (or any replacement legislation).

(8) Unless the context otherwise requires, a reference to any gender includes a reference to the other genders and the singular includes the plural and vice versa.

(9) Where the Settlor comprises one person at the Declaration Date, this is a **'Single Settlor Trust'.** Where the Settlor comprises two persons at the Declaration Date, this is a **'Dual Settlor Trust'.**

See Note 3. The Settlor's spouse or Civil Partner is not specifically included as a beneficiary under the Settlement.

If a person or entity you wish to benefit from the trust is not already covered by the definition of beneficiary in clause 2(5), enter their details here. For example; a friend or a specific charity.

3 – Power to receive additional property

The Trustees may, during the Trust Period, accept additional money, investments or other property, of whatever nature and wherever situate, paid or transferred to them by any other person. Such additional money, investments or other property shall, subject to any contrary direction, be held upon the trusts and with and subject to the powers and provisions of this deed.

4 – Power of addition of Beneficiaries

(i) The Settlor (where this is a Single Settlor Trust), during his lifetime;

(ii) persons constituting the Settlor (where this is a Dual Settlor Trust), during their joint lifetimes;

(iii) the survivor of the persons constituting the Settlor (where this is a Dual Settlor Trust), during his lifetime; or

(iv) two Beneficiaries after the death (i) of the Settlor (where this is a Single Settlor Trust) or (ii) both persons comprising the Settlor (where this is a Dual Settlor Trust):

may by deed or deeds and with the written consent of the Trustees at any time or times during the Trust Period add any persons to the Beneficiaries other than the Settlor or the Settlor's spouse or Civil Partner.

5 – Trust income

Subject to the overriding powers below:

(1) The Trustees may accumulate the whole or part of the income of the Trust Fund during the Trust Period. That income shall be added to the Trust Fund.

(2) The Trustees shall, subject to the prior written consent of the Protector (if any), pay or apply the remainder of the income of the Trust Fund to or for the benefit of any Beneficiaries, as the Trustees think fit, during the Trust Period.

6 – Overriding powers in relation to the Trust Fund

The Trustees shall during the Trust Period have the following powers exercisable with the written consent of the Protector (if any):

(1) Power of appointment

- (a) The Trustees may appoint that they shall hold the whole or any part of the Trust Fund for the benefit of any Beneficiaries, on such terms as the trustees think fit.
- (b) An appointment may create any provisions and in particular:
  - (i) discretionary trusts and
  - (ii) dispositive or administrative powers exercisable by any person.
- (c) An appointment shall be made by deed and may be revocable or irrevocable.

(2) Transfer of Trust Property to new Settlement:

The Trustees may by deed declare that they hold any Trust Property on trust to transfer it to Trustees of a Qualifying Settlement, to hold on the terms of that Settlement, freed and released from the terms of this Settlement.

'A Qualifying Settlement' here means any Settlement, wherever established, under which every person who may benefit is (or would if living or added be) a Beneficiary of this Settlement.

(3) Power of advancement:

The Trustees may pay or apply any Trust Property for the advancement or benefit of any Beneficiary.

7 – Default Trusts

Subject as above, the Trust Fund and its income shall be held on trust for the descendants of the Settlor living at the end of the Trust Period (and in equal shares if more than one) absolutely OR if none for such charitable purposes as the Trustees shall select.

8 – Successor Protectors and tacit consent

(1) The Protector shall cease to be the Protector:

- (i) if an individual, on death; or
- (ii) if a corporation, on dissolution; or
- (iii) in either case, on;
  - – becoming unable or unfit to act; or
  - – making a valid appointment under (2) below.

8 – Successor Protectors and tacit consent *(continued)*

(2) If the Protector wishes to retire he may appoint in writing another person to be Protector of this Settlement and

(i) when the Trustees have been given written notice of the appointment; and

(ii) the person appointed has consented in writing then:

such person shall immediately become the Protector in place of the retiring Protector and any nomination under (3) below shall be revoked.

(3) The Protector may in writing nominate a person to succeed him should he cease to be the Protector and, upon such cessation,

(i) if the nomination remains unrevoked;

(ii) the Trustees have been given written notice of the nomination; and

(iii) the person nominated consents in writing then:

such person shall immediately become the Protector.

(4) Where there is a Protector but he fails to respond to a written request from the Trustees within 30 days (or such longer period as may be specified under a notice given to the Trustees under subclause 9(3) below), then the Trustees may take silence to indicate written consent by the Protector and act accordingly.

(5) If, despite the provisions of this clause, there ceases to be at any time a Protector of this Settlement, then the Settlor, or if there is no Settlor in existence and capable of making an appointment, the Trustees may in writing appoint any person (other than a Trustee) to be the Protector.

(6) There shall be no duty to appoint a Protector, whether or not the Settlor has appointed a Protector by this deed.

9 – Powers and duties of the Protector

(1) The powers and duties of the Protector are fiduciary in nature.

(2) The Protector is under no duty to enquire into or interfere with the management or conduct of this Settlement, unless he has actual knowledge of circumstances which call for enquiry.

(3) The Protector shall consider the appropriateness of any act before giving his consent to it and shall, if need be, inform the Trustees that the 30-day period mentioned in clause 8(4) is insufficient in the circumstances and inform them of such specified longer period as he may reasonably require.

10 – Appointment of Trustees

(1) A person may be appointed Trustee of this Settlement even though he has no connection with the British Isles.

(2) The power of appointing new trustees is exercisable by the following:

(i) the Protector (if any); or

(ii) if there is no Protector able and willing to act, the Settlor

(iii) in the absence of a Settlor and a Protector able and willing to act, the Trustees.

(3) For the purposes of (2)(ii) above, the Protector shall be deemed to be unable or unwilling to act if he fails to respond to a written request from the Trustees within the period of time stated in clauses 8(4) and 9(3) above.

11 – Retirement and removal of Trustees

(1) Any Trustee may retire at any time provided 30 days' written notice is given to the person who currently has the power to appoint new Trustees.

(2) The Protector may dismiss a Trustee by giving 30 days' notice in writing to such Trustee. Any person removed as Trustee shall (subject to any lien that he may have) take such steps as may be required for the vesting without delay in the continuing or new Trustees of all Trust Property in his name or under his control.

(3) Neither the retirement nor dismissal described in this paragraph shall take effect unless and until there remain at least two Trustees or a Trustee which is a company carrying on a business which consists of or includes the management of trusts.

12 – Irrevocability

This Settlement is irrevocable.

13 – Further provisions

The provisions set out in the Third Schedule below shall have effect.

14 – Exclusion of the Settlor

Notwithstanding anything else in this Deed, no power conferred by this settlement shall be exercisable and no provision shall operate so to allow the Trust Fund or its income to become payable to or applicable for the benefit of the Settlor in any circumstances whatsoever.

15 – Law of the Trust

The governing law of this Settlement, and of its validity, construction, effects and administration, shall be that of England and Wales. All rights or obligations under this deed shall be subject to the jurisdiction of the English courts.

The First Schedule: The Trust Property

Bond ID 3

OR

Bond account number A C –

Other

Any policy of life assurance specified above, unless the context otherwise requires, includes all sums assured by, or to become payable by virtue of, that policy and all benefits, privileges or advantages attaching to it.

Enter the bond ID OR account number for the Collective Investment Bond (CIB) to be assigned to trust.

The bond ID and account number can be found on the confirmation schedule issued during the application process.

The whole CIB will be assigned. Alternatively, you can use 'Other' to specify individual policy segments to be assigned.

The CIB must be owned by the settlor of this trust.

Other - This box is optional. You can use it to specify other assets other than a CIB to be assigned to this trust.

The Second Schedule: The Protector

Protector's full name

Address

See Note 4. Insert the full name and address of the Protector, if any.

The Third Schedule: Administrative provisions

1. Additional powers

The Trustees have the following additional powers:

(1) **Investment**

(a) The Trustees may make any kind of investment that they could make if they were absolutely entitled to the Trust Fund. In particular the Trustees may invest in land in any part of the world and in unsecured loans.

(b) The Trustees are under no obligation to diversify the Trust Fund.

(c) The Trustees may invest in speculative or hazardous investments but this power may only be exercised at the time when there are at least two Trustees, or the Trustee is a company carrying on a business which consists of or includes the management of trusts.

(2) **Joint property**

The Trustees may acquire property jointly with any person and may blend Trust Property with other property.

(3) **General power of management and disposition**

The Trustees may effect any transaction relating to the management or disposition of Trust Property as if they were absolutely entitled to it.

(4) **Powers in relation to life insurance policies and capital redemption contracts**

The Trustees may apply all or part of the Trust Property in purchasing or maintaining any policy of life insurance on the life or lives of any person, or any capital redemption contract, and shall have powers of an absolute owner in respect of any such policy or contract.

(5) **Repair and improvement**

The Trustees may repair, develop, or improve Trust Property in any way.

(6) **Income and capital**

(a) The Trustees may acquire:

(i) wasting assets and

(ii) assets which yield little or no income for investment or any other purpose.

(b) The Trustees are under no duty to procure distributions from a company in which they are interested.

(c) The Trustees may pay taxes and other expenses out of income although they would otherwise be paid out of capital.

(d) Generally, the Trustees are under no duty to hold a balance between conflicting interests of Beneficiaries.

(e) The Trustees may (subject to the jurisdiction of the Court) determine whether receipts and liabilities are to be considered as capital or income, and whether expenses ought to be paid out of capital or income. The Trustees shall not be liable for any act done in pursuance of such determination (in the absence of fraud or wilful default) even though it shall subsequently be held to have been wrongly made.

(f) Income may be set aside and invested to answer any liabilities which in the opinion of the Trustees ought to be borne out of income or to meet depreciation of the capital value of any Trust Property.

(7) **Application of trust capital as income**

The Trustees may apply Trust Property as if it were income arising in the current year. In particular, the Trustees may pay such income to an Income Beneficiary as his income, for the purpose of augmenting his income.

'Income Beneficiary' here and in the next paragraph (8) means a person to whom income of the Trust Property is payable as of right or at the discretion of the Trustees.

(8) **Use of Trust Property**

The Trustees, with the written consent of the Protector (if any), may:

(a) Acquire any interest in property for occupation or use by an Income Beneficiary.

(b) Permit an Income Beneficiary to occupy or enjoy the use of Trust Property on such terms as they think fit.

(c) Lend trust money to an Income Beneficiary. The loan may be interest free and unsecured, or on such terms as the Trustees think fit.

(d) Charge Trust Property as security for any debts or obligations of an Income Beneficiary.

(9) **Trade**

The Trustees may carry on a trade, in any part of the world, alone or in partnership.

(10) **Borrowing**

The Trustees may borrow money for investment or any other purpose. Money borrowed shall be treated as Trust Property.

(11) **Delegation**

A Trustee or the Trustees jointly (or other person in a fiduciary position) may authorise any person to exercise all or any functions on such terms as to remuneration and other matters as they think fit. A Trustee shall not be responsible for the default of that person (even if the delegation was not strictly necessary or convenient) provided he took reasonable care in his selection and supervision. None of the restrictions on delegation in sections 12. to 15. of the Trustee Act 2000 shall apply.

(12) **Nominees and custodians**

(a) The Trustees may appoint a person to act as their nominee in relation to such of the assets of the trust as they may determine. They may take such steps as are necessary to secure that those assets are vested in the nominee.

(b) The Trustees may appoint a person to act as custodian in relation to such of the assets of the trust as they may determine. The Trustees may give the custodian custody of the assets and any documents or records concerning the assets. The Trustees are not obliged to appoint a custodian of securities payable to bearer.

(c) The Trustees may appoint a person to act as nominee or custodian on such terms as to remuneration and other matters as they may think fit.

(13) **Offshore administration**

The Trustees may carry on the administration of this Settlement anywhere they think fit.

(14) **Indemnities**

The Trustees may indemnify any person for any liability relating to this Settlement.

(15) **Security**

The Trustees may mortgage or charge Trust Property as security for any liability incurred by them as Trustees (and may grant a floating charge so far as the law allows).

(16) **Supervision of company**

The Trustees are under no duty to enquire into the conduct of a company in which they are interested, unless they have knowledge of circumstances which call for inquiry.

(17) **Appropriation**

The Trustees may appropriate Trust Property to any person or class of persons in or towards the satisfaction of their interest in the Trust Fund.

(18) **Receipt by charities**

Where Trust Property is to be paid or transferred to a charity, the receipt of the treasurer or appropriate officer of the charity shall be a complete discharge to the Trustees.

(19) **Release of powers**

The Trustees (or other persons in a fiduciary position) with the written consent of the Protector (if any) may by deed release wholly or in part any of their rights or functions and (if applicable) so as to bind their successors.

(20) **Power to pay taxes**

The Trustees may pay out of the Trust Fund any taxes of any kind which become payable by the Trustees anywhere in the world in respect of any part of the Trust Fund (whether or not enforceable against the Trustees or any of them) notwithstanding that the payment of taxes may be prejudicial to one or more of the Beneficiaries.

(21) **Ancillary powers**

The Trustees may do anything which is incidental or conducive to the exercise of their function.

2. Minors

(1) Where the Trustees may apply income for the benefit of a minor, they may do so by paying the income to the minor's parent or guardian on behalf of the minor, or to the minor if he has attained the age of 16. The Trustees are under no duty to inquire into the use of the income unless they have knowledge of circumstances which call for inquiry.

(2) Where the Trustees may apply income for the benefit of a minor, they may do so by resolving that they hold that income on trust for the minor absolutely and:

(a) The Trustees may apply that income for the benefit of the minor during his minority.

(b) The Trustees shall transfer the residue of that income to the minor on attaining the age of 18.

(c) For investment and other administrative purposes that income shall be treated as Trust Property.

3. Mentally handicapped Beneficiary

Where income or capital is payable to a Beneficiary who does not have the mental capacity to appoint an attorney with authority to give directions to the Trustees concerning the payment of the income or capital, the Trustees may (subject to the directions of the Court or his Receiver) apply that income or capital for his benefit.

4. Disclaimer

A person may disclaim his interest in this settlement or exclude himself as a Beneficiary wholly or in part and either revocably or irrevocably. No disclaimer or exclusion shall take effect until written notice has been given to the Trustees.

5. Apportionment

Income and expenditure shall be treated as arising when payable, and not from day to day, so that no apportionment shall take place.

6. Conflicts of interest

(1) In this paragraph:

(a) **'A Fiduciary'** means a person subject to fiduciary duties under this Settlement.

(b) **'An Independent Trustee'**, in relation to a person, means a Trustee who is not:

(i) a brother, sister, ancestor, descendant or dependent of the person;

(ii) a spouse or Civil Partner of the person or a spouse or Civil Partner of anyone at sub paragraph 6(1)(b)(i) above; or

(iii) a company controlled by one or more of any of the above.

(2) Subject to paragraph 6(3) below a Fiduciary may:

(a) enter into a transaction with the Trustees; or

(b) be interested in an arrangement in which the Trustees are or might have been interested; or

(c) act (or not act) in any other circumstances even though his fiduciary duty under the Settlement conflicts with other duties or with his personal interest.

(3) Paragraph 6(2) above only has effect if:

(a) the Fiduciary first discloses to the Trustees the nature and extent of any material interest conflicting with his fiduciary duties, and

(b) there is an Independent Trustee in respect of whom there is no conflict of interest, and he considers that the transaction arrangement or action is not contrary to the general interest of the Settlement.

(4) The powers of the Trustees may be used to benefit a Trustee (to the same extent as if he were not a Trustee) provided that there is at least one Trustee in respect of whom there is no conflict of interest.

7. Absolute discretion clause

(1) The Powers of the Trustees may be exercised: (a) at their absolute discretion; and (b) from time to time as occasion requires.

(2) The Trustees are not under any duty to consult with any Beneficiaries or to give effect to the wishes of any Beneficiaries.

8. Trustee and Protector remuneration

(1) A Trustee or Protector acting in a professional capacity is entitled to receive reasonable remuneration out of the Trust Fund for any services that he provides on behalf of the Trust.

(2) For this purpose, a Trustee or Protector acts in a professional capacity if he acts in the course of a profession or business which consists of or includes the provision of services in connection with:

(a) the management or administration of trusts generally or a particular kind of trust, or

(b) any particular aspect of the management or administration of trusts generally or a particular kind of trust.

(3) The Trustees may make arrangements to remunerate themselves for work done for a company connected with the Trust Fund.

9. Commission and bank charges

(1) A person may retain any reasonable commission or profit in respect of any transaction relating to this Settlement even though that commission or profit was procured by an exercise of fiduciary powers (by that person or some other person) provided that:

(a) the person would in the normal course of business receive and retain the commission or profit on such transaction; and

(b) the receipt of the commission or profit shall be disclosed to the Trustees.

(2) A bank may make loans to the Trustees and generally provide banking services upon its usual terms and shall not be liable to account for any profit so made even though the receipt of such profit was procured by an exercise of fiduciary powers (by the bank or some other person).

10. Liability of trustees

(1) A Trustee shall not be liable for acting in accordance with the advice of an advocate qualified under the laws of England and Wales, of at least ten years' standing, with respect to this Settlement. The Trustees may in particular conduct legal proceedings in accordance with such advice without obtaining a Court Order. A Trustee may recover from the Trust Fund any expenses where he has acted in accordance with such advice.

(2) The above sub-paragraph does not apply:

(a) if the Trustee knows or has reasonable cause to suspect that the advice was given in ignorance of material facts;

(b) if proceedings are pending to obtain the decision of the court on the matter;

(c) in relation to a Trustee who has a personal interest (other than his rights to remuneration as a Trustee and to retain commission) in the subject matter of the advice; or

(d) in relation to a Trustee who is adjudicated by a competent court to have committed a breach of trust relating to the subject matter of the advice.

(3) The Trustees may distribute Trust Property or income in accordance with this Settlement without having ascertained that there is no person who is or may be entitled to any interest therein by virtue of an illegitimate relationship. The Trustees shall not be liable to such a person unless they have notice of his claim at the time of the distribution.

(4) No Trustee shall be liable for any breach of trust or for any loss or damage which may happen to the Trust Fund or its income at any time or from any cause whatsoever unless such loss or damage shall be caused by his own actual fraud or wilful default.

(5) This paragraph does not prejudice any right of any person to follow property or income into the hands of any person, other than a purchaser, who may have received it.

(6) The protection conferred on the Trustees by this paragraph operates to the widest extent permitted by law, but to such extent only.

11. Change of governing law

The Trustees may during the Trust Period by deed with the consent of the Protector (if any) or otherwise the Settlor during his life, or of two Beneficiaries after his death, declare that from the date of such declaration:

The Third Schedule: Administrative provisions *(continued)*

(a) the law of any Qualifying Jurisdiction governs the validity of this Settlement, and its construction, effects and administration, or any severable aspects of this Settlement; and

(b) the courts of any Qualifying Jurisdiction have exclusive jurisdiction in any proceedings involving rights or obligations under this Settlement.

In this paragraph a 'Qualifying Jurisdiction' is one which recognises trusts (as defined in the Hague Convention on the Law Applicable to Trusts and on their Recognition).

The Settlors' signatures and witnesses

Signed as a deed and delivered by First Settlor

In the presence of:

Witness signature

Witness full name

Witness address

Signed as a deed and delivered by Second Settlor *(if any)*

In the presence of:

Witness signature

Witness full name

Witness address

And the Original Trustees by executing this deed acknowledge their appointment as Trustees.

The Original Trustees' signatures and witnesses

Signed as a deed and delivered by Trustee

In the presence of:

Witness signature

Witness full name

Witness address

Signed as a deed and delivered by Trustee

In the presence of:

Witness signature

Witness full name

Witness address

- All signatures must be made in blue or black ink. Digital signatures are not permitted.
- The First Settlor's signature.
- Each Settlor, Trustee and Protector signature must be witnessed. A Witness must be age 18 or over and cannot be a Settlor, Beneficiary, Trustee or Protector. One person may act as witness for all signatures. For each witness signature, provide full name and address.
- The Second Settlor's signature, if any.
- Trustee signature.
- See Note 2. Where the Settlor is also a Trustee they must sign this deed twice. Once in each capacity.
- Additional Trustee signature (where applicable).

The Original Trustees' signatures and witnesses *(continued)*

Signed as a deed and delivered by Trustee

In the presence of:

Witness signature

Witness full name

Witness address

Additional Trustee signature (where applicable).

Signed as a deed and delivered by Trustee

In the presence of:

Witness signature

Witness full name

Witness address

Additional Trustee signature (where applicable).

The common seal of the Original Trustees has been affixed on this date:

(dd/mm/yyyy)

Where a company is to be appointed as a Trustee, the common seal of the company may be affixed here. If the company does not use a common seal, the authorised signatory(ies) should sign in the Trustee signature boxes above.

In the presence of:

Director/ Secretary/ Authorised Signatory

Name of person signing

Place of sealing and signing

and the Protector signifies consent to act as Protector of this Settlement

The Protector's signature and witness

Signature of Protector Protector

See Note 4. Signature of the Protector (if any).

In the presence of:

Witness signature

Witness full name

Witness address

Reset

Trusts and inheritance tax planning are not regulated by the Financial Conduct Authority.

quilter.com

Please be aware that calls and electronic communications may be recorded for monitoring, regulatory and training purposes and records are available for at least five years.

Quilter is the trading name of Quilter Investment Platform Limited which provides an Individual Savings Account (ISA), Junior ISA (JISA) and Collective Investment Account (CIA) and Quilter Life & Pensions Limited which provides a Collective Retirement Account (CRA) and Collective Investment Bond (CIB).

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QIP04586/197/13039/January 2026

Completing the document on screen?
***IMPORTANT**: First save it to your desktop. Then open it in **Adobe Acrobat** before filling it in. This ensures the information is saved correctly.*

Quilter

Tax Declaration for Entities

– For the Collective Investment Account (CIA) or Collective Investment Bond (CIB)

This form is needed for the following:

- ✓ new investments into the CIA or CIB by a Trust; Company/Partnership; Registered Charity; Registered Pension Scheme; Insurance Company; Club/Association, referred to as 'entities'
- ✓ where an existing account is transferred or assigned to an entity, eg when using a Quilter trust deed.
- ✓ existing accounts where there has been a change in circumstances of the entity or a controlling person (such as a change of address, tax residency or nationality)

We regularly update our forms; your financial adviser can confirm that this **September 2026** version is the latest by checking on our website ***quilter.com***

Completing this form:

- **Option 1 (electronic)**: Save the form to your desktop, open it in **Adobe Acrobat** to complete the editable fields, then either print and sign it, or sign it digitally.
- **Option 2 (by hand)**: Print the form and complete it in BLOCK CAPITALS using blue or black ink.
- **Date Format**: please use **DD/MM/YYYY**.
- We've provided notes and definitions at the back of this form to aid with completion.
- References to Quilter in this form mean Quilter Life & Pensions Limited or Quilter Investment Platform Limited.

You must complete all sections indicated for your entity type

- Failure to provide all relevant information may result in a delay to your instruction and/or cause the entity to become reportable.
- The declarations made in this form will remain valid until there has been a change in circumstances for the entity or controlling persons. In this event you must provide an updated declaration within 90 days of the event.

How to send us your form

Send your scanned form to us via PROMPT, our tool for uploading documents direct to us.

- Advisers, visit: ***quilter.com/Adviser-Prompt***
- Customers, visit: ***quilter.com/Customer-Prompt***

OR

Send your scanned form securely by email to:

ask@quilter.com

Alternatively, you can send your form by post to: Quilter, SUNDERLAND, SR43 4JP.

Part 1. The entity

COMPLETE THIS SECTION IN ALL CASES

Entity's name

(this is also the name of the applicant/account holder)

Entity's address

Postcode

Entity's reference number*
(company, charity or pension scheme)

Entity's Legal Entity Identifier (LEI)** ▸ *If applicable* 0 0

Customer reference *Account*

Entity's account details

Account number ▸*If known* A C –

OR

Bond number (CIB only) ▸*If known* 3

Entity type**

Use the table below to indicate the entity type (tick one)

Entity type		Classification	Tick one	Next step
Trust	Non-Professionally Managed	Passive Non-Financial Entity	○	Proceed to Parts 2, 3 and 4
	Professionally Managed	Financial Institution	○	Provide the GIIN and proceed to Part 4
Company/ Partnership	Non-Trading Company	Passive Non-Financial Entity	○	Proceed to Parts 2, 3 and 4
	Trading Company	Active Non-Financial Entity	○	Proceed to Part 4
Registered Charity	Investment Entity	Financial Institution	○	Provide the charity's GIIN and proceed to Part 4
	Not-for-profit charity	Active Non-Financial Entity	○	Proceed to Part 4
Club/Association		Active Non-Financial Entity	○	Proceed to Part 4
Registered Pension Scheme		Non-Reporting Financial Institution	○	Proceed to Part 4
Insurance Company		Financial Institution	○	Provide the insurance company's GIIN and proceed to Part 4
Other - provide details**			○	Refer to the notes and definitions for next steps

Global Intermediary Identification Number (GIIN)

Provide the entity's GIIN if indicated in the table above

If there is no GIIN, you must explain why:
(eg confirm the entity's classification under FATCA regulations)

▸*If you do not have a GIIN, we may request additional information from you.*

**See the notes and definitions for more information.

Part 2. Tax residency

ONLY COMPLETE THIS SECTION IF INDICATED IN PART 1

Please indicate the country(ies) in which the entity is tax resident. For each country provide the Tax Identification Number (TIN) issued to the entity by that country.

See the notes and definitions for more information on TINs.

Country of tax residency	Tax Identification Number (TIN)	Type of TIN

If a TIN has not been provided, tick below to indicate why:

- ○ Entity is a new Quilter trust, which has not yet registered with HMRC's Trust Register
  ▸*The trustees have 90 days from the trust date to register. You must send the proof of registration document to Quilter.*
- ○ Entity is a UK trust, which is exempt from registration with HMRC's Trust Register
- ○ The country of residence does not issue TINs to this type of entity
- ○ The entity does not require a TIN - please explain why below
- ○ Other - please explain why below

Part 3. Controlling persons

ONLY COMPLETE THIS SECTION IF INDICATED IN PART 1

- A controlling person is any individual who has, or is deemed to have, influence or control over the entity.
- This usually includes the settlor, trustee, protector and beneficiary (trusts) or directors and shareholders (companies). See the notes and definitions for help identifying the controlling persons.

Tick one of the following:

- ○ All controlling persons are British citizens and UK tax resident only - ***No further information required in Part 3. Go to Part 4***
- ○ One or more controlling persons is a national, citizen or tax resident in a country other than, or in addition to, the UK - ***Complete the remainder of Part 3***
  ▸*You must provide their details in this section and list all countries in which they are a national, citizen or tax resident (including the UK, if applicable).*

Role: ○ Settlor ○ Trustee ○ Protector ○ Beneficiary *(or included in a class of beneficiaries)* ○ Director ○ Shareholder

Title: ○ Mr ○ Mrs ○ Miss ○ Ms ○ Other ▸*Please specify*

First name(s)

Surname

Date of birth | Country of birth

Residential address

Postcode

List all countries in which the controlling person is a national, citizen or tax resident (including the UK, if applicable)

Country	Status* *(tick all that apply)*	Tax Identification Number(s) (TIN)	Type of TIN
	○ National/Citizen ○ Tax resident		
	○ National/Citizen ○ Tax resident		

If a TIN has not been provided, please indicate why:

- ○ The country's tax authority has not issued a TIN to the controlling person.
- ○ Other - Please explain

▶ *If there are more than three controlling persons, use copies of this page to provide the same details for the others.*

Role ◯ Settlor ◯ Trustee ◯ Protector ◯ Beneficiary *(or included in a class of beneficiaries)* ◯ Director ◯ Shareholder

Title ◯ Mr ◯ Mrs ◯ Miss ◯ Ms ◯ Other ▶ *Please specify*

First name(s)

Surname

Date of birth Country of birth

Residential address

Postcode

List all countries in which the controlling person is a national, citizen or tax resident (including the UK, if applicable)

Country	Status* *(tick all that apply)*	Tax Identification Number(s) (TIN)	Type of TIN
	◯ National/Citizen ◯ Tax resident		
	◯ National/Citizen ◯ Tax resident		

If a TIN has not been provided, please indicate why:

◯ The country's tax authority has not issued a TIN to the controlling person.

◯ Other - Please explain

Role ◯ Settlor ◯ Trustee ◯ Protector ◯ Beneficiary *(or included in a class of beneficiaries)* ◯ Director ◯ Shareholder

Title ◯ Mr ◯ Mrs ◯ Miss ◯ Ms ◯ Other ▶ *Please specify*

First name(s)

Surname

Date of birth Country of birth

Residential address

Postcode

List all countries in which the controlling person is a national, citizen or tax resident (including the UK, if applicable)

Country	Status* *(tick all that apply)*	Tax Identification Number(s) (TIN)	Type of TIN
	◯ National/Citizen ◯ Tax resident		
	◯ National/Citizen ◯ Tax resident		

If a TIN has not been provided, please indicate why:

◯ The country's tax authority has not issued a TIN to the controlling person.

◯ Other - Please explain

*For the purpose of completing this tax declaration, you are required to ignore any double taxation treaties which may make you `treaty resident/non-resident' in certain jurisdictions.

Part 4. Declarations

- This declaration can be made by **one or more of** the trustees, company directors, scheme administrators, or other signatory(ies) authorised to represent the entity.
- Alternatively, the financial adviser, as agent, may make the declaration on behalf of the entity.

The declaration is made by each person signing below.

1. I declare that the information provided in this Tax Declaration is, to the best of my knowledge and belief, accurate and that the statements made herein are true and complete.
2. I agree to notify you within 90 days if any information contained in this Tax Declaration changes, for example where the controlling persons change. I understand that this will require a new Tax Declaration form to be completed.
3. I understand that the information collected in this Tax Declaration may be disclosed to HM Revenue & Customs which may, under a relevant inter-governmental agreement, provide the information to an overseas tax authority.
4. I understand that any missing or incomplete information may delay my instruction to Quilter and cause the entity to become reportable.
5. **Personal information** – I confirm that:
   a) I have read Quilter's privacy notice available at ***quilter.com/privacy*** concerning use of my personal information.
   b) I have obtained the consent of any other party named in this Tax Declaration to use their personal data in accordance with Quilter's privacy notice.

By signing below I confirm that I have read the above declaration and, if a third party has completed this form on behalf of the entity, that all the information provided within it is correct.

Signature:		Date	
Print full name		Capacity in which signing*	
Signature:		Date	
Print full name		Capacity in which signing*	
Signature:		Date	
Print full name		Capacity in which signing*	
Signature:		Date	
Print full name		Capacity in which signing*	

**eg trustee, company director, scheme administrator, signatory, financial adviser*

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Quilter

Tax Declaration for Entities Notes and definitions

These notes are for you to keep; please read them before completing and submitting the form.

Why is a tax declaration needed?

- Under Automatic Exchange of Information (AEOI) regulations, Quilter is required to gather information about an entity's tax residency. In some circumstances this also includes the tax residency, nationality or citizenship of persons who are deemed to have control over the entity, such as trustees.
- AEOI is a term that covers Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standards (CRS). These regulations are a commitment made by governments to exchange information about financial accounts held by taxpayers in another participating country.

Completion of the tax declaration is compulsory

- If any information is missing or incomplete, your instruction to us will be delayed and cause the entity to become reportable.
- For further information of AEOI regulations, please refer to the Q&A on our website, visit ***quilter.com*** and search 'Tax Declaration Questions and Answers'.

Part 5. The entity

Legal Entity Identifier (LEI)

- An LEI is a 20-character code used to track the identity of any entity entering into a transaction via a stock exchange.
- This is only applicable where the entity has, or is applying for, a Collective Investment Account (CIA) which holds Exchange Traded Instruments (ETIs).
- Failure to provide the entity's LEI will delay your instruction.

Entity Type

Entity type		Description
Trust	Non-Professionally Managed	A trust where all trustees are individuals, eg, family and friends of the settlor. This also applies where a professional individual (such as a solicitor) has been personally appointed as a trustee.
	Professionally Managed	A trust where at least one trustee is a corporate entity which provides professional trustee management services, or the trust's assets are managed by a discretionary asset manager. Where the trust only invests via an investment bond (CIB), the trust will not meet the 'managed by' test by using discretionary managed model portfolios. Where the trust invests via a Collective Investment Account (CIA), the trust will meet the 'managed by' test.
Company/Partnership	Non-Trading Company	A company where the majority of the entity's activities, assets and income are related to holding or making investments.
	Trading Company	A company (including partnerships) where the majority of the entity's activities, assets and income are related to the provision of goods and services.
Registered Charity	Investment Entity	A charity where 50%+ income/assets are held through investment activity.
	Not-for-profit charity	Assets and income applied for charitable purposes only.

continued

Entity type		Description
Club/Association		Includes sporting/hobby clubs and religious groups, not otherwise registered as a charity, incorporated or established by trust deed. Assets and income are applied for the purpose for which the organisation was established.
Registered Pension Scheme		A registered pension scheme, where the Quilter CIA will be held as an asset of the scheme.
Insurance Company		Providers of onshore or offshore investment bonds, where the Quilter CIA will be held as an asset of the bond.
Other	Use this option if your entity type is not listed, or if your entity's classification under FATCA/CRS differs from the default provided in the table. - Use the space provided to state the nature of the entity and how it is classified under FATCA/CRS. - Provide a GIIN if applicable. - If the entity is a Passive Non-Financial Entity, you must also complete Parts 2 and 3. - Part 4 must be completed in all cases. We may request additional information before proceeding with your instruction.	

Global Intermediary Identification Number (GIIN)

- We have requested a GIIN if your entity type is usually classed as a 'Financial Institution' under FATCA regulations, or has a trustee, which is itself a Financial Institution.
- Financial Institutions are required to register for a GIIN and comply with FATCA regulations.
- If the entity or trustee does not have a GIIN you must instead state the entity's classification under FATCA. For example some Financial Institutions also fall under the classification of 'Exempt Beneficial Owner'.

For guidance, please refer to the FATCA agreement for your jurisdiction:
https://home.treasury.gov/policy-issues/tax-policy/foreign-account-tax-compliance-act

Part 6. Tax residency

The entity's Tax Identification Number (TIN)

A TIN is a number used by the entity when reporting/registering with the tax authority. Common examples are given below.

Jurisdiction	Trust	Company
UK	**Unique Tax Reference (UTR)** issued when registering a taxable trust and used for trustee tax returns. If registering a non-taxable trust you will be issued with a **Unique Reference Number (URN) - Enter this instead**.	**Unique Tax Reference (UTR)** issued when incorporated and used for filing company accounts.
Jersey	Revenue Jersey issues all registered entities with a 10-digit tax identification number.	
Guernsey	Guernsey does not usually issue TINs to trust entities.	Company registration number issued by the Guernsey Registry usually between 1 and 6 digits.
Isle of Man	Tax reference number issued when registering with the income tax division.	

Part 7. Controlling persons

You must identify any controlling person who is a national, citizen or tax resident of a country other than the UK.

What is a controlling person?

- A controlling person is any individual who has, or is deemed to have, influence or control over the entity or has a majority ownership interest in an entity.
- To help you, we've identified common roles within an entity, which meet this description under the regulations. However, if the entity has any other controlling persons, you must include these too.

Entity	Controlling persons
Trust	– Settlor (if living at the time of completion) – Trustees – Protector – Any beneficiary or member of a class of beneficiaries. This includes (but is not limited to): • beneficiaries with an absolute entitlement • the life tenant of an interest in possession trust • any beneficiary in receipt of payments from the trust (or will be once the Quilter account is open)
Company	– The directors – Any shareholder with 25%+ share holding – Any shareholders with voting rights

You only need to provide details of controlling persons who are national, citizen or tax resident in a country other than, or addition to, the UK.

National and **Citizen** may have different meanings under local law. However, they usually apply to a person who has the right to live or work in a country.

Tax resident refers to a person who is resident or deemed resident in a country for the purpose of reporting tax. Their status may be affected by the amount of time spent in a country or whether they're considered a national or citizen.

A person can be a national, citizen or tax resident of more than one country. If you are unsure seek suitable advice.

Tax Identification Number (TIN) for controlling persons

- A TIN is a number issued by the country's tax authority, usually automatically and on becoming resident in the country.
- The following TIN types are required for the UK and Crown Dependencies:

Jurisdiction	Type of TIN
UK	National Insurance Number
Jersey	Social Security Number
Guernsey	Social Security Number
Isle of Man	National Insurance Number

For guidance on TINs for other countries see:
www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers

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Completing the document on screen?
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Quilter

Confirmation of Verification of Identity (CoVI) - Entities

– Collective Investment Account (CIA) and Collective Investment Bond (CIB)

For use by financial advisers only

With this form you can:

- ✓ provide verification of identity for the entity types listed below* and their associated parties**

**Entity types include: Trust; Company/Partnership; Registered Charity; Registered Pension Scheme; Insurance Company; Club/Association (such as a sports, hobby or religious group, which is not registered as a charity, limited company, or a trust).*

***Associated parties to be verified are listed in the guidance notes at the end of this form.*

It should not be used:

- ✗ **if you are not a financial adviser,** however you can confirm the identity of an entity and associated parties by sending documents outlined in our acceptable proof of identification guide. Visit ***quilter.com*** and search 'acceptable proof of identification'.
- ✗ to confirm the identity of individuals, for which there is a separate CoVI available from our website ***quilter.com***
- ✗ to verify the identity of CashHub investors, which is subject to a separate process.

We regularly update our forms; you can confirm that this **January 2026** version is the latest by checking our website ***quilter.com***

This form is required when:

- placing a new or existing account into trust
- applying for a new account on behalf of one of the above types of entity
- when adding new trustees or signatories to an existing account.

- Using this form allows you, in your role as financial adviser, to confirm that you have obtained evidence to verify the identity of the entity* and associated parties**, as set out within the guidance for the UK Financial Sector issued by the Joint Money Laundering Steering Group (JMLSG).
- Unless indicated, you do not need to send copies of the evidence you have obtained but must be able to produce it when requested by Quilter.

Completing this form

- Use BLOCK CAPITALS and blue or black ink. For dates, please use the format day/month/year (DD/MM/YYYY).

- If you are a trustee, you must also provide the '**proof of registration**' document for your trust. Please see the guidance at the end of this form for details.

How to send us your form(s)

Send your scanned form(s) to us via PROMPT, our tool for uploading documents direct to us. Visit:

quilter.com/Adviser-Prompt

OR

Send your scanned form(s) securely by email to:

ask@quilter.com

Alternatively, you can send your form(s) by post to: Quilter, SUNDERLAND, SR43 4JP.

QIP14784/206/18441/September 2026 Tax Dec & CoVI- entity

1. The entity

COMPLETE THIS SECTION IN ALL CASES

Customer Reference | A | C |

Entity name

(This is also the name of the account holder)

Type of entity
- ◯ Trust
- ◯ Company/Partnership
- ◯ Club/Association
- ◯ Charity
- ◯ Pension Scheme
- ◯ Insurance company

Email address | Telephone

Registered address
(UK, Isle of Man, Guernsey or Jersey)

Postcode

Correspondence address
(if different from above)

Postcode

Registration/reference for the entity
(if applicable)

Give the registration number provided by the governing body (if any), eg Trust Registration Number, Registered Charity Number, Pension Scheme Reference (PSTR), Company Registration Number.

2. Associated parties

The associated parties to be verified are listed in the guidance notes at the end of this form.

COMPLETE THIS SECTION FOR EACH ASSOCIATED PARTY

▶*Use Part A if the associated party is an individual, or Part B if it is another entity.*

Part A - Individual

The associated party is a:
- ◯ Trustee
- ◯ Beneficiary
- ◯ Director/Partner
- ◯ Shareholder
- ◯ Club Officer/Signatory
- ◯ Other ▶*please specify*

Title
- ◯ Mr
- ◯ Mrs
- ◯ Miss
- ◯ Ms
- ◯ Other ▶*Please specify*

First name(s)

Surname

Date of birth

Email address | Telephone

Permanent UK residential address

Postcode

The associated party is a:
- ◯ Trustee
- ◯ Beneficiary
- ◯ Director/Partner
- ◯ Shareholder
- ◯ Club Officer/Signatory
- ◯ Other ▶*please specify*

Title
- ◯ Mr
- ◯ Mrs
- ◯ Miss
- ◯ Ms
- ◯ Other ▶*Please specify*

First name(s)

Surname

Date of birth

Email address | Telephone

Permanent UK residential address

Postcode

If there are more than four associated parties, please provide the same information for any additional parties by using a copy of this page.

The associated party is a:
Trustee Beneficiary Director/Partner Shareholder
Club Officer/Signatory Other ▶*please specify*

Title Mr Mrs Miss Ms Other ▶*Please specify*

First name(s)

Surname

Date of birth

Email address Telephone

Permanent UK residential address

Postcode

The associated party is a:
Trustee Beneficiary Director/Partner Shareholder
Club Officer/Signatory Other ▶*please specify*

Title Mr Mrs Miss Ms Other ▶*Please specify*

First name(s)

Surname

Date of birth

Email address Telephone

Permanent UK residential address

Postcode

Part B - Associated party is a different entity

Type of entity
Company providing professional trustee services
Other ▶*please specify*

Name of entity

Email address Telephone

Registered address

Postcode

Company registration number

Please provide an authorised signatory list for the entity - see guidance notes.

3. Trust registration

THIS SECTION APPLIES TO ALL TRUSTS - all other entities continue to section 4.

All UK resident 'express' trusts are required to be registered with HM Revenue & Customs' (HMRC) Trust Registration Service (TRS). To meet anti-money laundering requirements you are required either to provide the 'Proof of Registration' document or confirm on behalf of the trustees that the trust is exempt.

Please tick one of the following

- ○ **A new trust has been created using a Quilter draft trust deed (includes the CIA Designated Account Request form) to be applied to a new or existing account.**
  The trustees must register the trust and you must send Quilter the proof of registration document within 90 days of the declaration date on the deed. You may provide the proof of registration document with this form if the trust is already registered.

- ○ **An existing trust is applying for a new account**
  You must include the proof of registration document with this form.

- ○ **An account is to be assigned/transferred to the trustees of an existing trust**
  You must include the proof of registration document with this form.

- ○ **An amendment has been made to an existing account held by the trust.** This includes:
  - adding trustees
  - a change in the personal details of a trustee or beneficiary listed on the account.

  You must include the updated proof of registration document with this form, reflecting the changes made.

- ○ **The trust is exempt from registration**
  No proof of registration document is required.

Help with Trust Registration

- In accordance with HMRC guidance, we can only accept the official Proof of Registration document, which can be accessed by the trustees through their government gateway account (or registering agent). We are not permitted to accept any other document, letter or a 'declared copy' of your registration.
- The information on the proof of registration, such as trustees'/beneficiaries' name, date of birth and residency, must match that provided to Quilter. If there is a discrepancy, your proof of registration document will be rejected. If the discrepancy is not resolved Quilter must report it to HMRC
- Failure to provide a Proof of Registration document, missing or inaccurate information may result in a delay to your application/instruction and trigger a potential fine from HMRC of £5,000
- Quilter has a guide for trustees to help with registration and obtaining the Proof of Registration document. ***qip22888_registering_trust-guide.pdf***

If you experience any issues when registering, or obtaining the proof of registration document, contact HMRC on 0300 123 1072.

4. Declaration and signature ▶ To be completed by a financial adviser

This form cannot be used to verify the identity of anyone who falls into one of the following categories:

- those who are exempt from verification as being an existing client of the introducing firm prior to the introduction of the requirement for such verification,
- those who have been subject to Simplified Due Diligence under the Money Laundering Regulations,
- those whose identity has been verified using the source of funds as evidence.

Evidence of identity must be provided to us for any such cases.

1. I confirm that:

a) All information provided in this CoVI form is, to the best of my knowledge and belief, accurate and that the statements made herein are true.

b) I have verified the identity of the entity referred to in section 1 and all associated parties referred to in section 2 of this form, other than any listed in f) below

c) the information in this form was obtained by me in respect of those parties

d) the evidence I have obtained to verify the identity of the entity and associated parties meets, or exceeds, the standard of evidence set out within the guidance for the UK Financial Sector issued by the Joint Money Laundering Steering Group (JMLSG) , and any evidence can be produced on demand

e) if any individual referred to in this form has changed address within the last three months, I can provide evidence on demand

f) I have not verified the identity of the parties named in the box below because they are exempt from verification under Money Laundering Regulations

g) this section is signed below by the person who has seen the documentary evidence (which may include an electronic identity check).

h) **for trusts only,** I have read the information in section 3 of this form and I have provided/will provide the Proof of Registration document as instructed.

Financial adviser's signature		Date	
Print name		Position	
Email address		Telephone number	
Full name of regulated firm *(or sole trader)*		Financial Services number	

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CoVI - entity applicants

Guidance Notes

Associated parties

The associated parties to be identified in this form are given in the table below. We may request additional information or supporting evidence once we have reviewed your application/instruction.

Entity Type	Associated parties	Notes
Trusts	– All trustees – Settlor (if living at the time of completion) – Beneficiaries: • any who are 18+ and have an absolute interest in the trust fund • any who are in receipt of payments from the Collective Investment Bond / Collective Investment Account	You must also provide the Proof of Registration document, if applicable. The associated parties listed in this CoVI should also be listed on the proof of registration.
Private Company/ Partnership	– All directors/partners – Shareholders with 25%+ shareholding (if not already covered as a director)	– The entity must be registered in the UK, Channel Islands or Isle of Man. – If it is not possible to verify the entity on a public register, we may request further documentary evidence, which confirms the creation and nature of the entity, along with details of individuals with influence and control over the entity.
Registered Charity	Any person or other entity acting as signatory on the account with Quilter who is not: – Listed as a trust/officer on a public register of the charities. – An employee of the charity.	
Registered Pension Scheme	Any person or other entity acting as trustee of the scheme. Example, Pension Scheme Trustees, or where a Scheme Member is acting as a signatory or Trustee. You do not need to provide the names of individuals employed in the administration of the scheme.	
Clubs / Associations	– Any person or other entity acting as signatory on the account with Quilter.	
Insurance Company	There are no associated parties.	

Authorised signatory list

In some cases, the details captured in this form under Anti-Money Laundering Regulations may not be those who will be instructing Quilter in the creation or administration of the account. For example, an employee of a Company, Pension Scheme, Charity or Insurance Company who is authorised in the management of the entity's assets.

In these cases you should send us an authorised signatory list. This is a document issued by the entity which contains names and sample signatures of those authorised to act on its behalf. The document may also indicate how many signatures are required to authorise an instruction.

An authorised signatory list cannot be used by a trust entity, but can be used by a professional trustee company which has been appointed as trustee.

Quilter

CIB authorisation form

- Managed/model portfolio and adviser/discretionary management portfolio fees
- Phased investment instructions

Use this form where a bond holder is assigning an existing bond to:

- ✓ an individual(s) or
- ✓ a Trustee(s) of an existing/or to be declared trust

and if the assigned bond (or policies within it):

- ✓ facilitated an ongoing servicing fee, which you have agreed should continue, or
- ✓ was linked to one or more Managed Portfolio Service (MPS) portfolios or Discretionary Investment Manager (DIM) model portfolios and the assignee(s) wishes to continue with the same managed/model portfolio, or
- ✓ had a phased investment instruction in place.

How to complete your form

- **Option 1 (electronic)**: Save the form to your desktop, open it in **Adobe Acrobat** to complete the editable fields, then print and sign it.
- **Option 2 (by hand)**: Print the form and complete it in BLOCK CAPITALS using blue or black ink.
- **Date Format**: please use **DD/MM/YYYY**.

- Complete sections 1, 2, 3 and 7 in all cases.
- Complete section 4 to authorise ongoing servicing fees for your financial adviser.
- Complete section 5 to invest in the Managed Portfolio Service (MPS) or Discretionary Investment Manager (DIM) model portfolio(s), and to authorise related fees.
- Complete section 6 to provide a new phased investment instruction.
- Send your completed form to us with the Deed of Assignment/Trust Deed.

1. Bond details

	Customer Reference		*Account*
Bond account number *(if known)*	A C	–	
Bond ID reference *(if known)*	3		

2. New bond holder details (assignee)

Name of bond holder	
Joint bond holder's full name *(If applicable)*	

3. Assignee's financial adviser

Adviser's name		Position	
Firm name		Financial Services number	

4. Ongoing Servicing Fee - authorisation

- This is a fee you agree with your financial adviser, detailed in section 3, for ongoing services in relation to your bond.
- The fee is an annual amount including VAT, which will be divided by the payment frequency selected and paid accordingly.
- Any servicing fee authorised will apply to the bond held by the assignee(s).

A - Fixed monetary amount

Fee amount £ _____ each year

Frequency ○ Monthly ○ Quarterly ○ Half-yearly ○ Yearly

B - Fixed percentage

Fee amount _____ % of the account value each year

Frequency ○ Monthly ○ Quarterly ○ Half-yearly ○ Yearly

C - Tiered percentage (Charge Basis 3 only)

Tiered fee structure name _____

Insert the investment bands and their respective percentages in the table below.

Total investment* value		% Servicing fee each year
Lower limit	Upper limit	

Frequency ○ Monthly ○ Quarterly ○ Half-yearly ○ Yearly

** We use the combined value of the investments held under the Customer Reference number to determine the fee rate and then apply that rate to the value of this account. The fee is calculated on a daily basis using the value of the account, multiplied by the annual fee rate and divided by 365.25. The total of accrued daily fees is taken in line with the frequency selected.*

5. Managed Portfolio Service and DIM Portfolios

- This is a discretionary fund management service for your bond, recommended to the assignee by the financial adviser.
- Enter details of the portfolio(s) required in the table below, and any related fee overleaf.

Portfolio name(s)	%

Discretionary management portfolio fee (Charge Basis 3 only)

- A portfolio fee will usually apply to investments in a model portfolio managed by a Discretionary Investment Manager (DIM).
- The fee is an annual amount based on the portfolio value, which will be divided by the payment frequency selected
- This fee will be deducted from the bond and paid direct to the DIM. VAT may also be payable on the fee.

Portfolio fee amount: % of the portfolio value, each year

Model portfolio(s) to which the fee relates

Frequency ◯ Monthly ◯ Quarterly ◯ Half-yearly ◯ Yearly

6. Phased investment instruction

- The amount you specify below must be held in the BlackRock Cash Fund to allow phased investment to be set up.
- It will be invested in equal monthly instalments into the assets chosen in the original instruction, over the number of months you specify below.
- Phasing occurs on the first working day of each month. If no start date is given, it will begin in the next available month after we receive this instruction.

Complete the required phased investment start date, amount and number of months below.

Start date 0 1

Total amount to be phased £

▶ *This will be divided by the number of months you state below so that an equal amount is phased each month.*

To be phased each month for ◯ 3 ◯ 6 ◯ 12 months

7. Declarations and authority

Part A - Assignee declarations

This declaration is made by each assignee named in section 2 (or signatory where the bond holder is an entity or trust).

1. **I declare that:**
   a) as the assignee of the the bond I will be the legal owner or joint legal owner, or
   b) I will be an authorised signatory for the bond and I have authority to request the instruction given in this form.
2. **I authorise Quilter to carry out the instructions in this form in accordance with the Terms and Conditions of the bond.**

Fee declaration and authority

- Applicable where an ongoing servicing fee is detailed in section 4, or a Portfolio fee is detailed in section 5.

1. **I authorise Quilter to:**
   a) deduct any fees detailed in this document from the bond and pay them to my financial adviser firm or Discretionary Investment Manager (if applicable).
2. **I understand that:**
   a) the agreed fee(s) detailed in this document will be paid in line with the Collective Investment Bond Terms and Conditions
   b) where a percentage servicing fee or discretionary managed portfolio fee is agreed, the amount paid may go up or down depending on the value of the bond on the date the fee is calculated
   c) I will need to reauthorise any future increases to fees.
3. **I confirm that:**
   a) my financial adviser has explained the effect that deductions of fees will have on the future value of my bond
   b) I have the authority to approve instructions for the bond.
   c) before I signed this document my financial adviser explained the tax implications of Quilter deducting these fees.
4. **I understand that:**
   a) I can amend or cancel an Ongoing Servicing Fee by giving at least 10 working days' notice to Quilter, but I cannot make changes to a discretionary management portfolio fee.
   b) I cannot cancel a fee once it has been deducted from my bond; instead I would need to contact my financial adviser to discuss whether a refund is payable in full or in part.
   c) if I cancel a fee, a pro rata payment may be made for the period up to the date of cancellation.

Continued overleaf

Delegation of investment decisions

– Applicable where a Managed Portfolio or discretionary managed model portfolio is detailed in section 5.

1. **I confirm that:**
   a) I have given my adviser the authority to use the MPS and/or Managed Portfolio detailed in section 3.
2. **Where a Managed Portfolio Service (MPS) has been recommended:**
   a) I understand and agree that:
      i) while the Managed Portfolio Service is in use for the bond, a Managed Portfolio Service Charge will be applied in accordance with the latest Collective Investment Bond Terms and Conditions.
      ii) the Managed Portfolio Service Charge will be applied as a percentage of the value held within the Managed Portfolio Service and that the amount of the charge may go up or down depending on the value of the investments
      iii) the portfolio manager, will have complete discretion over the assets in each Managed Portfolio/model portfolio to buy, sell, retain, exchange or otherwise deal in assets, take all routine and day-to-day decisions about the asset allocation, and that I am not permitted to provide such dealing instructions or modifications to the Managed Portfolio/model portfolio.
      iv) the agreement to provide the Managed Portfolio Service is between Quilter and me as detailed in the Collective Investment Bond Terms and Conditions, and Quilter is offering this service to me as part of my agreement with them on the condition that my appointed financial adviser will provide advice in respect of the ongoing suitability of the Managed Portfolio for my needs
   b) I confirm that:
      i) I have a copy of the latest Charge Basis 3 Collective Investment Bond Terms and Conditions which includes the Managed Portfolio Service
      ii) I have had an opportunity to read and understand them before agreeing to the use of the Managed Portfolio Service.
3. **Where a discretionary managed model portfolio has been recommended:**
   a) I accept that the agreement to provide the discretionary managed model portfolio is between the discretionary investment manager and my financial adviser
   b) I accept that my financial adviser is offering this service to me as part of my agreement with them
   c) I confirm that my financial adviser has made me aware of the roles and responsibilities of the discretionary manager in line with regulatory guidance.

Phased investment

– Applicable where phased investment instructions are provided in section 6.

1. **I authorise Quilter**
   a) to carry out the phased investment instructions in this form in accordance with the Terms and Conditions of the bond.
2. **I confirm that:**
   a) I have been given the opportunity to read and keep the following documents relating to the asset choice in the original instruction:
      i) all available Key Investor Information Documents or Key Information Documents in respect of the assets
      ii) information about rebates in respect of the assets
      iii) a Costs and Charges Statement
   b) I have had any questions concerning them answered to my satisfaction.

Assignee signature(s)

Signature		Date	
Print full name		Capacity*	
Signature		Date	
Print full name		Capacity*	
Signature		Date	
Print full name		Capacity*	
Signature		Date	
Print full name		Capacity*	

** eg bond holder, trustee, signatory*

– The latest version of the Terms and Conditions can be found on our website ***quilter.com***.

Part B - Financial adviser declarations

Delegation of investment decisions

- To be completed by the financial adviser where a Managed Portfolio or discretionary managed model portfolio detailed in section 5 has been agreed with the adviser's client(s).
- References to client(s) in this section mean the assignee(s) named in section 2.

1. I confirm that:

a) I have explained the Managed Portfolio Service (MPS) and/or discretionary managed model portfolio service to my client(s)

b) I have disclosed costs and charges to my client(s).

2. I confirm that for each client:

a) I have given advice in relation to the suitability of using the Managed Portfolio Service and to the Managed Portfolio and/or the discretionary managed model portfolio(s) selected, which meets my client's needs.

b) I have provided them with the factsheet for the relevant Managed Portfolio; I have given them an opportunity to read it, and they understand the investment risks relating to the Managed Portfolio Service in general and specifically to the relevant Managed Portfolio.

c) I must ensure that the Managed Portfolio selected and/or discretionary managed portfolio is suitable currently and on an ongoing basis in accordance with my duties under the FCA rules.

3. I am aware that:

a) the portfolio manager, will have complete discretion over the assets in each Managed Portfolio/model portfolio to buy, sell, retain, exchange or otherwise deal in assets, take all routine and day-to-day decisions about the asset allocation

b) I am not permitted to provide such dealing instructions or modifications to the Managed Portfolio/model portfolio.

Financial adviser's signature

Signature _____ Date _____

Print full name _____

Reset

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Please be aware that calls and electronic communications may be recorded for monitoring, regulatory and training purposes and records are available for at least five years.

Quilter is the trading name of Quilter Investment Platform Limited which provides an Individual Savings Account (ISA), Junior ISA (JISA) and Collective Investment Account (CIA) and Quilter Life & Pensions Limited which provides a Collective Retirement Account (CRA) and Collective Investment Bond (CIB).

Quilter Investment Platform Limited and Quilter Life & Pensions Limited are registered in England and Wales under numbers 1680071 and 4163431 respectively.

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