FusionWealth >

This declaration applies to individuals accessing the Fusion Wealth Platform service. For any jointly held products, a declaration must be signed by each party to the contract. If the application is to open a new Junior ISA, this declaration may only be signed by the registered contact, who must have parental responsibility for the child.

Please note that this document forms part of your application to the Fusion Wealth Platform together with the product application for each account and the Terms and Conditions of the Fusion Wealth Platform, all of which combine to constitute a legally binding contract. Please note that the terminology contained within this document is defined in the Terms and Conditions of the Fusion Wealth Platform. Fusion Wealth has produced a Helpful Guide to the Fusion Wealth Platform documentation for your benefit. Please ask your adviser for a copy to assist you in understanding our documentation. Please read the declarations below and make your personal declaration in the 'General Declaration' section.

By signing this declaration, you agree to be bound by the Terms and Conditions of the Fusion Wealth Platform, upon which we intend to rely. For your own benefit and protection, you should read these documents carefully before signing this declaration. If you do not understand any of the terms and conditions, please ask for further information from your adviser.

General/Universal Declaration

I agree to be bound by the Terms and Conditions, Charges Schedule, Key Features Document(s), Best Execution Policy and Conflicts of Interest Policy of the Fusion Wealth Platform. I am aware that Fusion Wealth intends to rely on the aforementioned documents and this declaration in the event of any future dispute.

I authorise Fusion Wealth to accept investment instructions from my adviser and confirm that this authorisation will remain in place until I advise Fusion Wealth in writing to the contrary.

I authorise Fusion Wealth to pay my adviser any initial and ongoing fees as set out in the application and I confirm acceptance of the Fusion Wealth charges as set out in the Fusion Wealth Charges Schedule. I accept that it is the responsibility of my adviser to disclose all the costs and charges associated with my chosen account(s). I accept that Fusion Wealth will normally correspond with my adviser.

I agree to be bound by the Terms and Conditions of the Fusion Wealth Platform and by the Terms and Conditions of any third-party provider(s) in relation to my chosen account(s).

I understand that Fusion Wealth provides its services in conjunction with my adviser and Fusion Wealth does not offer any advice on the merits of using its Services or any assets available through these Services. I accept that Fusion Wealth does not endorse any assets available through its Services.

I understand that Fusion Wealth will from time to time deliver to me documentation relating to transactions I have entered into and valuations of my investments. Fusion Wealth will send me these documents in a durable medium which may include electronic transmissions if appropriate and agreed.

I duly acknowledge that Fusion Wealth will act on investment instructions as provided by my adviser and that I have appropriate arrangements in place with my adviser in respect of any investment restrictions which must be observed.

I understand that whilst Fusion Wealth shall exercise due care and diligence in the management of my account(s), and, subject to Section 138D of the Financial Services Act 2012, despite Fusion Wealth's obligations as a company authorised and regulated by the Financial Conduct Authority and as otherwise provided by the Terms and Conditions, Fusion Wealth shall not be liable to me, nor will they compensate me for any loss arising as a result of them doing, or not doing anything in reliance upon an instruction given or which is reasonably believed to have been given by me or my adviser.

I agree that Fusion Wealth will not be liable for any reduction in the value of my account(s) resulting either directly or indirectly from the acts or omissions of Fusion Wealth, its agents or nominees or those of any third-party where such acts or omissions result from the reliance on instructions given or which are reasonably believed to have been given by me or my adviser, except where this arises as a result of Fusion Wealth's negligence, wilful default or breach of statutory obligations.

I will reimburse Fusion Wealth for any losses, liabilities and/or reasonable expenses incurred which arise due to Fusion Wealth acting in reliance on an instruction received directly from me or via my adviser.

I authorise Fusion Wealth to hold and process my cash and assets where required or to exercise its discretion in appointing another authorised firm to carry out these responsibilities.

Data Protection Declaration

I understand that the information on the application form(s) and any supplementary information provided by me and/or my adviser will be used by Fusion Wealth in accordance with the terms of the Fusion Wealth Privacy Policy, which can be viewed at https://fusionwealth.co.uk/fusion-wealth/privacy-policy/. The use of my personal data will include use for the following purposes:

- to set up and administer the Fusion Wealth accounts or those accounts provided via third parties;
- to use and disclose such information or data for the purposes of providing the services and exchanging information with another contracting party, for any such party's legitimate purposes or use, such as but not limited to my custodian, SEI (SEI's Privacy Policy is available from their website at <u>https://seic.com/en-gb/privacy-policy</u>); and
- to send me information relating to my account(s).

Declaration of non-US Status

In accordance with the regulations applicable under US law relating to withholding tax and the Foreign Account Tax Compliance Act (FATCA) and in order to determine my status for the purpose of US withholding tax, I hereby declare and confirm the following:

I am not a US person as defined in the terms and conditions of the Fusion Wealth Platform Service. I undertake to inform Fusion Wealth immediately should I become a US person.

I am a US person as defined in the terms and conditions of the Fusion Wealth Platform Service.

As per the Terms and Conditions of the Fusion Wealth Platform I understand that US Persons can only invest in Third-Party Product Accounts.

I declare that I have provided to my adviser all details relating to any country in which I am deemed a tax reportable individual and I am aware that Fusion Wealth has an obligation to pass this information to HMRC as part of the Foreign Account Tax Compliance Act (FATCA).

I am aware that, as a non-US tax-payer, if I wish to make acquisitions of US issued investments or derive US investment income through my Fusion Wealth accounts I will be required to complete a W-8BEN form so that the appropriate level of US tax is deducted. I authorise Fusion Wealth to facilitate the onward disclosure to the United States Internal Revenue Service (IRS). I am aware that my completed W-8BEN will disclose my identity and other information contained therein to the IRS.

Electronic signatures

We will accept an original wet signature on this form, or an electronic signature provided via one of our approved providers and accompanied by the relevant certification (this will be provided to us by your adviser). If we are unable to accept your electronic signature for any reason we will let your adviser know.

If you choose to sign this declaration electronically, then any future request to change the bank account details we hold for you will be subject to verification checks which will include electronic validation of your bank details. If we are unable to validate your bank details in this way, it will be necessary for us to complete additional verification checks or to ask you to provide supporting evidence. We will not accept responsibility for delays caused by such verification checks, which are in place for your security.

In the event that you sign this declaration electronically but later provide us with an original wet signature in order to place instructions we will need you to provide evidence to verify this signature (such as a copy of your driving licence) or for you to provide a sample signature verified by your adviser.

General Investment Account (GIA) Product Specific Declaration

I authorise Fusion Wealth or an authorised firm appointed by Fusion Wealth to hold my cash subscription, investments, interest, distributions and any other rights or proceeds in respect of those investments and any other cash in the Fusion Wealth General Investment Account.

I declare that the application has been completed to the best of my knowledge, information and belief.

Individual Savings Account (ISA) Product Specific Declaration

If applying for an ISA, I authorise Fusion Wealth to:

- Act as ISA Manager, and to record details of my ISA investments, interest, dividends and any other rights or
 proceeds in respect of those investments and to report this information as required to do so by governing law or
 regulations;
- Hold or to appoint another duly authorised firm to hold my cash subscription, ISA investments, interest, dividends and any other rights or proceeds in respect of those investments and any other cash and on receipt of my written request to transfer or pay to me monies in respect of this; and
- Make on my behalf any claims to relief from tax in respect of ISA investments.

I apply to subscribe to a stocks and shares ISA for the tax year 2020 / 2021 and each subsequent tax year for as long as contributions continue.

If you are transferring an existing ISA to Fusion Wealth, you will need to complete the ISA Transfer Form, which is available from your adviser.

For this purpose, I declare that:

- All subscriptions made, and to be made, belong to me;
- I am 18 years of age or over;
- I have not subscribed and will not subscribe more than the overall annual subscription limit in total to a cash ISA and a stocks and shares ISA, and (from 6 April 2016) an innovative finance ISA in the same tax year;
- I have not subscribed and will not subscribe to another stocks and shares ISA in the same tax year that I subscribe to this stocks and shares ISA;
- I am resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of Section 28 of Income Tax (Earnings and Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or I am married to, or in a civil partnership with, a person who performs such duties;
- I will inform Fusion Wealth if I cease to be so resident or to perform such duties or be married to, or in a civil
 partnership with, a person who performs such duties; and
- I will inform Fusion Wealth of any other changes in my circumstances affecting any of the information on the application form.
- I declare that all the above statements are true and accurate, and that I am eligible to open, hold, and subscribe to an ISA:
 - I declare that the application has been completed to the best of my knowledge, information and belief.

ISA Eligibility Guidance Notes

To open a stocks and shares ISA you must be aged 18 or over and be resident in the UK for tax purposes. Crown employees, such as diplomats or members of the armed forces, who are working overseas and paid by the government are eligible to open an ISA and their spouses or civil partners can also open an ISA.

Account holders who are unsure of their residence status should refer to the statutory residence test guidance on the HMRC website. The relevant guidance is also available in the Fusion Wealth library.

You can transfer an existing ISA, regardless of whether you are resident in the UK for tax purposes or not, but you cannot make further contributions unless you are resident in the UK for tax purposes.

Junior ISA (JISA) Product Specific Declaration

If applying for a Junior ISA, I authorise Fusion Wealth to:

- hold the subscriptions, JISA investments, interest, dividends and any other rights or proceeds in respect of those investments and cash; and
- make on the child's behalf any claims to relief from tax in respect of JISA investments.

I apply to open a stocks and shares Junior ISA. For this purpose, I declare that:

- I am 18 years of age or over;
- I have parental responsibility for the child who will hold the Junior ISA;
- The child does not have a Child Trust Fund (CTF) account*;
- I will be the registered contact for the Fusion Wealth Junior ISA;
- the child is resident in the UK, or is a UK Crown servant, a dependent of a UK Crown servant, or is married to / in a civil partnership with a UK Crown Servant;
- I have not subscribed to another stocks and shares JISA for the child, and am not aware of any other stocks and shares JISA held by the child*;
- I am not aware that any subscriptions made in the year to any other JISA for the child have exceeded the annual subscription limit;
- I will not knowingly make subscriptions that will result in the subscription limit being exceeded.

* These declarations exclude any CTF or JISA being transferred to Fusion Wealth as part of this application, which will be closed once the transfer is complete. The Fusion Wealth Junior ISA will not be fully operative and cannot be funded until such a transfer has been completed.

The child named in the application will be the beneficial owner of the account investments.

I declare that all the above statements are true and accurate.

I declare that the application has been completed to the best of my knowledge, information and belief.

Where I cease to have parental responsibility for the child and therefore become ineligible to act as the registered contact I will immediately inform my adviser. It will be the responsibility of my adviser to ensure that a replacement registered contact is appointed.

The child is not a US person as defined in the terms and conditions of the Fusion Wealth Platform. I undertake to inform Fusion Wealth immediately should the child become a US person.



Customer agreed remuneration

I have agreed to the fees detailed below with my adviser and authorise Fusion Wealth to deduct these from my account(s).

Currency Movement / Initial Fee (for new cash investments)

Periodic Fee / Servicing Fee (on-going fees)

If NIL fees have been agreed please tick here:

If NIL fees have been agreed	please tick here:
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General Declaration

I confirm that the information that I have supplied to my adviser is correct, including but not limited to name, address, date of birth, tax residency, tax number etc. I consent to this data being used for all purposes in relation to my account(s). I confirm that the bank account details provided in the application are those of my bank account and that I have given my adviser instruction to use this account for cash withdrawals.

By signing below, you hereby specifically request provision of the services contemplated by the application completed as soon as Fusion Wealth is able, upon receipt by us, to provide them.

Send my statements:

Electronically (Statements will be sent via Secure Document Vault, a secure web portal. A link to the Secure Document Vault will be sent via secure email. Where you have provided a valid email address and we are unable to send an electronic version, due to a technical issue at Fusion Wealth, we will send a paper-based statement at no charge)

Paper based via post (Please note there will be a charge of £12.50 per statement if you choose this option. Statements are delivered quarterly)

In accordance with the applicable money laundering regulations, as amended from time to time, I hereby declare and confirm the following:

I am not a Politically Exposed Person (PEP)

I am a Politically Exposed Person (PEP)

I will inform Fusion Wealth immediately should my PEP status change. Applications for PEP's must be supported by a completed PEP declaration.

By signing this declaration you agree to be bound by the Terms and Conditions of the Fusion Wealth Platform, upon which we intend to rely, and by the terms and conditions of any third-party provider product(s) being applied for. For your own benefit and protection, you should read these documents carefully before signing this declaration. If you do not understand any of the terms and conditions, please ask for further information from your adviser.

I acknowledge that it is a serious offence to make false statements. False statements made in this declaration could lead to prosecution. I confirm that the signature shown below can be regarded as a specimen signature representative of the individual who has signed.

Signature:	Print name:	
	Date:	



Fusion Wealth Discretionary Investment Management Declaration

Required for all discretionary accounts.

Should my adviser appoint Fusion Wealth, as Discretionary Fund Manager (DFM), to manage some or all of my investments by assigning a Fusion Wealth Strategy to a portfolio within my account(s) at any given time, I authorise Fusion Wealth to act in accordance with the Fusion Wealth Discretionary Investment Management Agreement for those investments and to deduct from my account any fees associated with that Strategy. I consent to Fusion Wealth's own funds being included within a Strategy assigned to my account.

Should my adviser appoint an external or third party DFM to manage some or all of my investments by assigning an external or third-party Strategy to a portfolio within my account at any given time I authorise Fusion Wealth to carry out account administration services in respect of those investments and to deduct from my account any fees associated with that Strategy. I acknowledge that where my adviser appoints an external DFM there may be no direct contractual relationship between myself and the external DFM.

For your own benefit and protection, you should read the terms of the Fusion Wealth Discretionary Investment Management Agreement and/or the terms of your appointed external DFM before signing this declaration. If there is any point that is not fully understood, please seek clarification or guidance from your adviser.

I confirm that the signature(s) shown below can be regarded as a specimen signature representative of the individual who has signed.

Signature:	Print name:	
	Date:	

