

## WS Charteris UCITS ICVC

OEIC application form

WS Charteris Gold and Precious Metals Fund

### Investment application form

For full details of the risks associated with this investment please refer to the WS Charteris Gold and Precious Metals Fund "Charteris Funds" Key Investor Information and Prospectus available from [www.Waystone.com](http://www.Waystone.com)

#### Requirements for CORPORATE applications:

CORP

- ☐ Application form, completed and signed
- ☐ Payment method
- ☐ FATCA Entity Self-Certification

#### Important information

All appropriate sections of the application form must be completed in BLOCK CAPITALS.

Please use page 2 for any additional information relating to the investment.

Please mail completed application forms to WS Investment Management Services (UK) Limited at the following address.

Waystone Management (UK) Ltd, PO Box 9142, Wimborne, BH21 9HQ.

For client services please contact Tel: 01202 802 900. Email: [CustomerService@investoras.co.uk](mailto:CustomerService@investoras.co.uk)

## 1. Subscription and payment

TRUST | IN/J

PLEASE NOTE: Adviser charging fees for an investment in the WS Charteris Fund is facilitated by way of a retained deduction of the proposed investment e.g. the amount invested will be net of the adviser's fee.

Minimum subscription £1,000

Minimum regular monthly savings £100

I/We wish to invest the amount(s) below, as indicated:

Fund name	Class			Lump sum investment amount	Regular monthly investment amount
WS Charteris Gold and Precious Metals Fund	A ACCUMULATION	BYQ2JS8	GB00BYQ2JS82	£ <input type="text"/>	£ <input type="text"/>
	A INCOME	BYQ2JT9	GB00BYQ2JT99	£ <input type="text"/>	£ <input type="text"/>
	B ACCUMULATION	BYQ2JW2	GB00BYQ2JW29	£ <input type="text"/>	£ <input type="text"/>
	B INCOME	BYQ2JX3	GB00BYQ2JX36	£ <input type="text"/>	£ <input type="text"/>
	I ACCUMULATION	BYQ2JY4	GB00BYQ2JY43	£ <input type="text"/>	£ <input type="text"/>
	I INCOME	BYQ2JZ5	GB00BYQ2JZ59	£ <input type="text"/>	£ <input type="text"/>
Total direct investment:				£ <input type="text"/>	£ <input type="text"/>

## SETTLEMENT INSTRUCTIONS

PAYMENT METHOD (please tick): ☐ Bank transfer ☐ Cheque

CHEQUE PAYABLE TO: Waystone MGMT (UK) Ltd

ELECTRONIC TRANSFER:

Account name: Waystone Management (UK) Limited

- IAS OPERATIONS ACCOUNT

Bank: (Royal Bank of Scotland)

Sort code: 16-00-15

Account number: 16272518

BIC: RBOSGB21

### IMPORTANT

To help us match the money to your account, please use your name, company name or name of a trustee as your electronic payment reference.

## 2. Bank account details for income payments

CORP

(Details are only required for income paying share classes)

Account name(s):

Account no:

Sort/Swift code:

IBAN no:

Bank name:

Bank address:

Postcode:

PLEASE NOTE that income payments will only be sent to this bank account and that any changes to these must be notified immediately in writing (not by eFax) to the Transfer Agent and sent to the address provided on the first page. No third party payments will be allowed.

☐

Please tick the box if you wish to have income reinvested.

## 3. Additional information

CORP

Please use this section to add further details about the application / investment.

#### 4. Investor details

CORP

To be completed by CORPORATE applicant(s)

Corporate name:

Corporate type (e.g. SIPP, Partnership, Ltd, plc, LLP):

Account designation:

Registered address:

Postcode:

Main contact name:

Position:

Email:

Telephone number:

Date of incorporation:

Registration number:

**Please submit a certified copy of the company signatory list with this application form.**

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Use section 3 on page 2 to add further details if required.

## 5. Declaration CORPORATE applicants to complete

CORP

Before signing this application form, you should CAREFULLY READ the Key Investor Information and Prospectus. Please also make sure you keep a copy of these documents for your records. If you do not understand any point please ask your financial adviser for further information.

WARNING: YOUR CAPITAL IS AT RISK; YOU COULD LOSE SOME OR ALL OF YOUR INVESTMENT

By signing this application form, you are agreeing to be bound by it and its terms and conditions as described at the end of this form.

This application form will equally apply for any orders you place later on to purchase additional shares in the fund. Please see the Fund Prospectus for more information on this.

☐ Please tick here if you have **NOT** received advice from a financial adviser to make your proposed investment in the fund.

☐ Please tick here to confirm that:

- All the information that you have provided in relation to this investment is accurate.
- The investments you are making belong to the company detailed overleaf and you are not investing on behalf of another entity.
- You have read and understood the terms and conditions and qualify to invest in the WS Charteris Funds.
- You have read, understood and retained the Key Investor Information Document (KIID) in conjunction with the Fund Prospectus.
- You understand the Transfer Agent will carry out electronic verification of identity checks and that you will provide any further information regarding this investment to Waystone Management (UK) Limited on request where it reasonably needs this to comply with its regulatory obligations.

Please note that the ACD will require investors to provide us with appropriate documentation for verifying their identity and source of funds and we further reserve the right to request additional identification verification or supporting documentation to the satisfaction of the ACD and that we will use proprietary database searches in support of that process.

☐ Please tick here to confirm that none of the company shareholders are US Citizens or Green Card Holders.

☐ Please tick here to confirm that you have read and understood the terms and conditions.

☐ We would prefer to contact you electronically. Please tick this box if you want to be contacted in this way.

**By signing below, I confirm that I/we have read and understood the above statements.**

Corporate authorised signatories sign below:

1st authorised signatory	Date:        /        /
2nd authorised signatory:	Date:        /        /

PLEASE NOTE Any changes to the investment will require the signatures of all applicants.

## 6. Financial adviser details

CORP

To be completed by the financial adviser

Financial Adviser:

Contact name (if different from the above):

**WARNING: YOUR CLIENT'S  
CAPITAL IS AT RISK, THEY  
COULD LOSE SOME OR  
ALL OF THEIR INVESTMENT**

Company name:

Company address:

Postcode:

FCA number:

Telephone:

Email:

Declaration by financial adviser

I have agreed the following terms of business relating to Adviser Charges with the named applicant(s) of which the initial charge (if applicable) will be paid before their investment.

£

OR

%

Initial one off charge  
(to be retained for payment)

### Investor applicants / authorised signatories to sign here:

By signing, the investor(s) agrees to the financial adviser charges as stated in this section.

Signatory 1:

Date: / /

Signatory 2:

Date: / /

Signatory 3:

Date: / /

Signatory 4:

Date: / /

### By signing below, I confirm I have read and understood the statements below:

- I am an authorised firm or the appointed representative of the firm stated above.
- I have read the WS Charteris Fund Prospectus.
- I have communicated the Fund's features and restrictions to the applicant(s) detailed in this application form.
- I have advised the named applicant(s) on the suitability of this investment and deemed it to be fully suitable, and confirm that I have explained the risks in detail, specifically that their capital is at risk and the risks inherent to investments.
- I have read the terms of this application form and advised the applicant(s) about its terms. I also confirm that the information supplied by the applicant(s) in this application form and in the documents accompanying it, is accurate and has been verified by me.
- I have verified the identity of the named applicant(s) in line with money laundering regulations and understand that Waystone Management may request additional evidence of identity in line with anti-money laundering checks.
- I understand that you are only willing to accept this application form in reliance on my declaration, and the other information in and accompanying this application form.

☐

### Please tick to confirm the following, if applicable:

I am a UK financial adviser and have completed my obligations under the FCA's rules (as in force from time to time) in relation to the subject matter of this form and the documents and transaction referred to in it.

Financial adviser's signature:

Date: / /

**Entity Self-Certification**

Tax regulations<sup>1</sup> require us to collect certain information about each investor's tax residency and tax classifications. In certain circumstances (*including if we do not receive a valid self-certification from you*) we may be obliged to share information on your account with HMRC.

Please complete all sections below as directed. If you have any questions about your organisation's classifications, please refer to the instructions overleaf for key definitions or contact your tax adviser. Should any information provided change in the future, please ensure that we are advised promptly.

**Section 1: Tax residency**

Please indicate all countries in which you are resident for tax purposes and the associated tax reference numbers (e.g. National Insurance number) in the table below. If you are a US citizen or resident, please include United States in this table along with your US tax identification number.

1.1 Please state the country in which your organisation is resident for tax purposes:

1.2 Please provide us with your organisation's tax reference number:

1.3 If the organisation is not a Specified Person<sup>2</sup> in the country stated in 1.1 above, please tick this box ☐

**Section 2: Organisation's classification under applicable tax regulations<sup>1</sup>**

Please tick one box only in section A, with reference to the tax residency stated in box 1.1.

**A. Classification**

- ☐ 2.1 UK Financial Institution or a Partner Jurisdiction Financial Institution<sup>4</sup>
- ☐ 2.2 Participating Foreign Financial Institution<sup>4</sup>
- ☐ 2.3 Non-Participating Foreign Financial Institution<sup>4</sup>
- ☐ 2.4 Financial Institution resident in the USA or in a US Territory<sup>4</sup>
- ☐ 2.5 Deemed Compliant Foreign Financial Institution (besides those listed above)<sup>4</sup>
- ☐ 2.6 Exempt Beneficial Owner<sup>5</sup>
- ☐ 2.7 Active Non-Financial Entity<sup>6</sup>
- ☐ 2.8 Passive Non-Financial Entity<sup>8</sup>

A Passive Non-Financial Entity will be required to submit individual tax residence self-certifications for each of its Controlling Persons<sup>9</sup>.

**If your organisation is a financial institution, please tick this box if it is an Investment Entity<sup>10</sup>** ☐

An Investment Entity will be required to submit individual tax residence self-certifications for each of its Controlling Persons<sup>9</sup>.

Please provide your organisation's Global Intermediary Identification Number ('GIIN'):

/ / /

**Declaration**

I declare that the information provided on this form is to the best of my knowledge and belief, accurate and complete. I agree to notify Waystone Management immediately in the event the information in the self-certification changes.

Signed by (*please print name*):

On behalf of (*organisation name*):

Position (*in organisation*):

Signature:

Date:

/ /

## FATCA and CRS provisions notes

### 1 Tax Regulations

The term "Tax Regulations" refers to regulations created to enable automatic exchange of information and include FATCA<sup>3</sup>, various Agreements to Improve International Tax Compliance entered into between the UK and its Crown Dependencies and its Overseas Territories and the OECD Common Reporting Standard for Automatic Exchange of Financial Account Information.

### 2 Specified Person

The term "Specified Person" is defined by reference to local laws in the country where an entity is established. In the UK, a "Specified United Kingdom Person" means a person or entity who is resident in the United Kingdom for tax purposes, other than:

- (i) a corporation the stock of which is regularly traded on one or more established securities markets;
- (ii) any corporation that is a Related Entity<sup>11</sup> of a corporation described in clause (i);
- (iii) a Depository Institution;
- (iv) a broker or dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United Kingdom;
- (v) a Governmental Entity;
- (vi) an International Organisation (examples of which include The International Monetary Fund, The World Bank, The International Bank for Reconstruction and Development and The European Community – for a full list please see the relevant guidance issued by HMRC, or the IRS);
- (vii) a Central Bank; or
- (viii) a pension scheme or other arrangement registered with HMRC under Part 4 of the Finance Act 2004.

Similar definitions apply to entities in the US (defined in the FATCA Regulations) and Crown Dependencies and Overseas Territories (as defined in the relevant Agreement to Improve International Tax Compliance with the UK). Entities in other jurisdictions should instead apply the similar definition of "Reportable Person" under the OECD Common Reporting Standard for Automatic Exchange of Financial Account Information.

### 3 FATCA

The Foreign Account Tax Compliance provisions (commonly known as FATCA) contained in the US Hire Act 2010.

### 4 Financial Institution

The term "Financial Institution" means a Custodial Institution, a Depository Institution, an Investment Entity<sup>10</sup>, or a Specified Insurance Company as defined for the purposes of FATCA. The same definitions apply to the UK's Agreements to Improve International Tax Compliance. Please see the relevant Tax Regulations for the classification definitions that apply to Financial Institutions.

### 5 Exempt Beneficial Owner

The term "Exempt Beneficial Owner" means

- (i) a Governmental Entity;
- (ii) an International Organisation (examples of which include The International Monetary Fund, The World Bank, The International Bank for Reconstruction and Development and The European Community – for a full list please see the relevant guidance issued by HMRC, or the IRS);
- (iii) a Central Bank; or
- (iv) a UK registered pension scheme, or non-UK pension scheme falling within the definition of Exempt Beneficial Owner for the purpose of FATCA.

### 6 Active Non-Financial Entity (NFE)

A NFE is any entity that is not a Financial Institution.

An Active NFE is any NFE that meets one of the following criteria:

- (i) Less than 50 per cent of the NFE's gross income for the preceding calendar year or other appropriate reporting period is passive income (such as dividends, interest, royalties, annuities and rent) and less than 50 per cent of the assets held by the NFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- (ii) The stock of the NFE is regularly traded on an established securities market or the NFE is a Related Entity<sup>11</sup> of an entity, the stock of which is traded on an established securities market;
- (iii) The NFE is a government, a political subdivision of such government, or a public body performing a function of such government or a political subdivision thereof, or an entity wholly owned by one or more of the foregoing;
- (iv) Substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution. However the entity will not qualify as an Active NFE if it functions (or holds itself out to be) an investment fund, such as a Private Equity Fund, Venture Capital Fund, Leveraged Buyout Fund or any Investment Vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes. In these circumstances the entity will be a passive NFE;
- (v) The NFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution; provided that the NFE shall not qualify for this exception after the date that is 24 months after the date of the initial organisation of the NFE;

- (vi) The NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets, or is reorganising with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- (vii) The NFE primarily engages in financing and hedging transactions with, or for Related Entities<sup>11</sup> that are not Financial Institutions, and does not provide financing or hedging services to any entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or
- (viii) The entity is a Non-Profit Organisation<sup>7</sup>.

### 7 Non-Profit Organisation

The term "Non-Profit Organisation" means an entity that meets ALL of the following criteria:

- (i) It is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organisation, business league, chamber of commerce, labour organisation, agricultural or horticultural organisation, civic league or an organisation operated exclusively for the promotion of social welfare;
- (ii) It is exempt from income tax in its country of residence;
- (iii) It has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- (iv) The applicable laws of the entity's country of residence or the entity's formation documents do not permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or non-charitable entity other than pursuant to the conduct of the entity's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the entity has purchased; and
- (v) The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to a governmental entity or other non-profit organisation, or escheat to the government of the entity's country of residence or any political subdivision thereof.

### 8 Passive Non-Financial Entity (NFE)

A Passive NFE is any NFE that is not an Active NFE<sup>6</sup>.

### 9 Controlling Persons

The term "Controlling Persons" means the natural persons who exercise control over an entity. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term "Controlling Persons" must be interpreted in a manner consistent with the Financial Action Task Force Recommendations.

### 10 Investment Entity

The term "Investment Entity" means any entity:

- (a) that primarily conducts as a business one or more of the following activities or operations for or on behalf of a customer:
  - i. trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;
  - ii. individual and collective portfolio management; or
  - iii. otherwise investing, administering, or managing Financial Assets or money on behalf of other persons; or
- (b) the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets, if the entity is managed by another entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or an Investment Entity described in (a) above.

An entity is treated as primarily conducting as a business one or more of the activities described in (a), or an entity's gross income is primarily attributable to investing, reinvesting, or trading in Financial Assets for purposes of (b), if the entity's gross income attributable to the relevant activities equals or exceeds 50 per cent of the entity's gross income during the shorter of: (i) the three-year period ending on 31 December of the year preceding the year in which the determination is made; or (ii) the period during which the Entity has been in existence. The term "Investment Entity" does not include an entity that is an Active NFE because it meets any of the criteria in (iv) to (vii) in the definition of Active NFE<sup>6</sup> above.

### 11 Related Entity

An entity is a Related Entity of another entity if either entity controls the other entity, or two entities are under common control. For this purpose control includes direct or indirect ownership of more than 50 per cent of the vote and value in an entity.





## Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form including official use box using a ball point pen and send it to:

Waystone Management (UK)  
Limited PO Box 9142,  
Wimborne  
BH21 9HQ

Name(s) of account holder(s)


Bank/building society account number

--	--	--	--	--	--	--	--

Branch sort code

--	--	--	--	--	--

Name and full postal address of your bank or building society

To: The Manager		Bank/building society
Address		
	Postcode	

Reference

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Service user number

2	5	8	0	6	0
---	---	---	---	---	---

FOR Waystone Management (UK) Limited  
OFFICIAL USE ONLY  
This is not part of the instruction to your bank or building society.

### Instruction to your bank or building society

Please pay Waystone Management (UK) Limited Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with WS Investment Management Services (UK) Limited and, if so, details will be passed electronically to my bank/building society.

Signature(s)
Date

## The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit, Waystone Management (UK) Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Waystone Management (UK) Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit, by Waystone Management (UK) Limited or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society
- If you receive a refund you are not entitled to, you must pay it back when Waystone Management (UK) Limited asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

# Fund terms and conditions

## Definitions

**'ACD'** means the Authorised Corporate Director of the Fund, which is Waystone Management (UK) Limited.

**'FCA'** means the UK Financial Conduct Authority of 12 Endeavour Square, London E20 1JN.

**'Fund/Fund(s)'** means the relevant fund or a sub-fund, including forms such as unit trust.

**'Investments'** means the shares/units held in the Fund. **'Investor'** means an individual or a body corporate who invests in the Fund.

**'Transfer Agent'** means the entity that is appointed by the ACD to act as the Transfer Agent to the Fund.

**'Terms and Conditions'** means these terms and conditions and the statements and declarations made by the Investor on his or her application form ('Application Form').

In these terms, references to the singular shall include the plural and vice versa.

## 1. General

1.1 These Terms and Conditions and the relevant Fund's Application Form relate to the subscription of shares/units in the Fund and the applicant ('Applicant') agrees to be bound by these Terms and Conditions, the Prospectus and the Instrument of Incorporation of the Fund.

1.2 The ACD and the Transfer Agent reserve the right to reject any application in whole or in part which is not completed in full and supported by the documentation requested and cleared monies, or for any other reasons at its sole discretion. Failure to attach all documentation requested will result in a delay in the transaction being processed.

1.3 The ACD and the Transfer Agent reserve the right to request additional information and documentation, including but not limited to, translations and certifications relating to such additional requests from the Applicant and existing Investors in compliance with the legislation and regulations in force from time to time.

## 2. Prevention of Money Laundering

2.1 All Applicants understand that due to the changing nature of anti-money laundering laws and regulations and the possible extensions of applicable rules, the ACD and the Transfer Agent may update and amend their procedures from time to time to comply with such amendments.

2.2 In compliance with applicable anti-money laundering rules and regulations, the ACD and the Transfer Agent may require further identification of the Applicant or an existing Investor before the application can be processed or the redemption proceeds can be paid out.

2.3 Subscription monies from a third party will not be accepted. Redemption proceeds cannot be paid to a third party.

## 3. Joint Applicants

3.1 If more than one person is named in a single application, all Applicants will be considered as joint Applicants. As such, they authorise the ACD and the Transfer Agent to act and rely on the signed or purportedly signed instructions of any one of the Applicants without liability with respect to any transfer, payment or other act made or done or omitted to be done in accordance with such instructions.

3.2 Without prejudice to paragraph 3.1 above, the joint holders may notify the ACD and the Transfer Agent of the rights of any joint holder. However, the ACD and the Transfer Agent are under no obligation, and shall be under no liability, with regard to such notification and subsequent actions on the account. The ACD and/or the Transfer Agent may at any time request each joint account holder to inform it about this determination. Under no circumstances can the knowledge that the ACD and the Transfer Agent has about the distribution of assets between the account holders of a joint account be used against the ACD and the Transfer Agent in any way.

3.3 The Applicants hereby confirm that upon the death of any of the undersigned, this individual signatory power will continue to be in force with regard to the remaining Applicants. The ACD and the Transfer Agent may rely and act without liability on any instruction including the transfer or redemption of the shares/units signed by the survivor(s) unless the Transfer Agent has been informed otherwise in writing.

3.4 Unless otherwise advised in writing, all notices and communications shall be addressed and all payments directed to the first Applicant specified in the section relating to Investor Details of the relevant Application Form (the "First Applicant").

## 4. Power of Attorney

Where a Power of Attorney Form is required, a certified copy must be provided, and such Power of Attorney Form shall form an integral part of these Terms and Conditions.

## 5. Application by a Person under the Age of 18 Years Old.

5.1 If this Application Form is submitted on behalf of, and the investment account is opened in the name of an Investor under the age of 18 years old, the application must be registered by the legal guardian(s) and the Application Form must be signed by the legal guardian(s). Duly certified proof of the legal guardianship must be submitted to the Transfer Agent.

5.2 The legal guardians, where more than one legal guardian exists, may authorise, to the extent permitted by any applicable law, one or another by notice in writing to the Transfer Agent to represent the Investor under the age of 18 years old solely, provided such authorisation is signed by both legal guardians. Sole representation will become effective two business days after receipt by the Transfer Agent of such a request.

5.3 Upon the Investor reaching the age of 18 years old, the Investor must inform the Transfer Agent and submit a revised Application Form. Transactions will not be processed until such new Application Form has been received by the Transfer Agent.

## 6. Indemnity

6.1 The Applicant will indemnify upon first demand the Fund, the ACD and the Transfer Agent and any other delegates against any actions, proceedings, claims, losses, damages, costs and expenses which may be brought against, suffered or incurred by them arising either directly or indirectly out of or in connection with a breach by the Applicant of these Terms and Conditions, or out of anything done or omitted by the ACD or the Transfer Agent pursuant to any instructions given or purported to be given by the Applicant, or out of the ACD or Transfer Agent relying on, accepting or failing to act on any instruction or declaration or information given by or on behalf of the Applicant unless due to the wilful default, fraud or gross negligence of the ACD or the Transfer Agent.

6.2 The ACD and the Transfer Agent will severally indemnify the Applicant for direct damages solely to the extent of its gross negligence, wilful misconduct or fraud. The ACD and the Transfer Agent will not be liable in any circumstances for indirect or consequential damages suffered by the Applicant including loss of profit.

6.3 The Applicant will promptly send the original Application Form to the Transfer Agent.

## 7. Confidentiality

7.1 The ACD and the Transfer Agent agree to keep all information concerning the Applicant confidential, unless required to disclose such to third parties by applicable law or by formal instruction of the Applicant, in line with Article 32 of General Data Protection Regulation.

7.2 The Applicant accepts that the ACD (the data controller) and the Transfer Agent (the data processor) may be required to disclose personal data for the processing of payment instructions in accordance with applicable anti-money laundering rules and regulations.

7.3 The Applicant accepts that personal data may be disclosed to external parties such as the Fund's sponsor, the Fund's authorised distributors or the ACD's group companies and affiliates as necessary for the provision of enhanced Investors' related services and that personal details (subject to the application of the local laws and/or regulations) be used outside the United Kingdom and may therefore be potentially subject to the scrutiny of regulatory and tax authorities outside the United Kingdom. A full list of the Fund's sponsors, authorised distributors and the ACD's group companies and affiliates is available from the ACD on request.

## 8. Data Processing

The Applicant acknowledges that the Applicant's personal details will be held by the Transfer Agent and will be subject to data processing. The Applicant will have access to his/her/their personal data and will be entitled to request relevant amendments to such data. The ACD and the Transfer Agent will keep the personal data for up to 7 years after the Fund has ended, or up to 7 years after the earlier end of the Fund's contractual relationship with the ACD, for regulatory and legal purposes.

## 9. Subscription Orders

Upon receipt of the completed Application Form and the full subscription amount, the Transfer Agent will issue for the Fund the shares/units in the name of the Applicant.

## 10. Instructions/Notifications

10.1 All notices, reports, statements, documents and communications will be sent at the risk of the Applicant by ordinary mail, or where otherwise specified by United Kingdom legislation or the Fund's constitutional documents, by registered mail, to the address of the First Applicant unless otherwise specified by the Applicant in writing.

10.2 All notices, reports, statements, documents and communications sent to the address of the first Applicant are deemed to have been effected to all the Applicants on the date sent to the first Applicant's address.

10.3 Instructions may be given by letter, eFax or email and are at the risk of the Applicant. The Applicant assumes all risks and in particular those arising from delays in delivery, errors in communication, or comprehension, including but not limited to, errors as to the information contained in the instruction. The Applicant holds harmless the Fund, the ACD and the Transfer Agent of all responsibility in this respect.

10.4 The Applicant specifically agrees that for instructions sent by eFax or email he/ they hold the Fund, the ACD and the Transfer Agent fully indemnified from and against all liabilities, losses, costs, actions, proceedings, claims and demands which may be incurred by or brought or made against the Fund, the ACD or the Transfer Agent arising directly or indirectly from having acted upon such instructions.

10.5 If the Application Form is sent by eFax or email, the original must also be sent to the Transfer Agent immediately thereafter by post.

10.6 Notifications of change of name, death, deed of pledges and appointment of an attorney or any other notification or instruction must be made by post as original documentation is required to be sent by post to the Transfer Agent.

10.7 The Applicant shall check the accuracy of the details contained in any contract note and any periodic statements sent by the Transfer Agent. Failure to report any inaccuracy within 30 business days of their dispatch will result in the confirmation details to be deemed accurate by the Applicant.

## 11. Cancellation Rights

11.1 Applicant who has received advice may have the right to cancel his/her/their application to buy shares/units at any time during the 14 days after the date on which the Applicant receives a cancellation notice from the Transfer Agent. The ACD may extend cancellation rights to other Investors but is under no obligation to do so.

11.2 If an Applicant decides to cancel the contract, and the value of the Investment has fallen at the time the Transfer Agent receives the completed cancellation notice, the Applicant will not receive a full refund as an amount equal to any fall in value will be deducted from the sum originally invested.

## 12. EU Savings Directive

12.1 The Applicant acknowledges that information relating to his/her/their holding of shares/units in the Fund, and/or details of income arising from such holdings may be subject to disclosure to any relevant tax authority in accordance with the terms of the EU Taxation of Savings Directive (2003/48/EC) (the "ESD") and that the Transfer Agent or any person deemed to be a paying agent for the purposes of the ESD (the "Paying Agent") will disclose any amendments to information which may be relevant for the purposes of the ESD, including the Applicant's name, address(es), tax identification number and country of residence for tax purposes.

12.2 The Applicant hereby agrees to indemnify the Paying Agent against any cost and expenses (including without limitation legal fees, taxes and penalties) which may arise directly or indirectly from the Applicant's failure to provide the requisite information or where the information provided is incorrect or where the Applicant has failed to update information previously provided.

## 13. Client Money

13.1 Any client money (as defined by the FCA Handbook) received in relation to the issue of shares/units that have not been passed onto the depositary by the close of business on the business day following their receipt will be segregated and treated in accordance with the FCA client money rules. Similarly, any client money received in the course of redeeming shares/units, that have not been passed onto the Investor by close of business on the business day following the receipt will be segregated and treated in accordance with the FCA client money rules. This means that the money is held in an account separate from that which the ACD uses to hold its own money. The ACD will not calculate or pay to the Investor any interest that might arise on those monies.

13.2 By signing the Fund's Application Form the Applicant agrees to the ACD using the exemption under CASS 7.11.21.R, allowing the ACD to hold client's assets in the ACD's bank account until the following business day after their receipt.

## 14. Late Trading and Market Timing

Neither the ACD nor the Transfer Agent shall permit transactions which it knows to be or has reason to believe to be related to late trading or market timing practices as defined in FCA Rules and shall report those transactions to the FCA.

## 15. Telephone Recording

The Applicant specifically accepts that telephone-recording procedures may be used and agrees that these records may be used in court or any legal proceeding, with the same value as written evidence.

## 16. Fraudulent Use of Signature

16.1 The Fund, the ACD or the Transfer Agent shall not be liable for the fraudulent use by a third party of the Applicant's signature, whether this signature be authentic or forged ("Fraudulent Instruction").

16.2 Except in the event of gross negligence on their part, the Fund, the ACD and/or the Transfer Agent shall not be liable for any damage, loss, expense or liability of any nature which the Applicant may suffer due to the reliance by the Fund, the ACD and/or the Transfer Agent on a Fraudulent Instruction which the Fund, the ACD and/or Transfer Agent believe in good faith to be genuine and to have been given or signed by the Applicant.

## 17. Amendments to the Terms and Conditions

The ACD reserves the right at any time to modify these Terms and Conditions. The ACD shall inform the Applicant in writing of all amendments to these Terms and Conditions. Such modifications shall be deemed to be accepted by the Applicant if the Applicant does not raise an objection in writing to the proposed amendments, within two weeks from the date of the notification.

## 18. Severance

If any provision or clause of these Terms and Conditions is or becomes void or unenforceable in whole or in part for any reason such enforceability or invalidity shall not affect the validity of the remaining Terms and Conditions. Corresponding Terms and Conditions must replace the invalid terms and conditions.

## 19. Applicable Law

The laws of England and Wales shall govern the validity and construction of these Terms and Conditions and the parties agree to be bound by the exclusive jurisdiction of the courts of England and Wales.

## 20. Final Provision

These Terms and Conditions form an integral part of the Fund Application Form, which Applicant declares having accepted by signing the Fund Application Form.

## WS Stocks and Shares ISA and Junior ISA Additional Terms and Conditions

These Terms and Conditions apply to ISA and Junior ISA and are additional to the Fund Terms and Conditions.

### Definitions

'Account' Account means a WS Stocks and Shares Shares ISA or Junior ISA.

'ACD' means the Authorised Corporate Director of the Fund, which is Waystone Management (UK) Limited.

'FCA' means the UK Financial Conduct Authority of 12 Endeavour Square, London E20 1JN.

'Fund/Fund(s)' means the relevant fund or a sub-fund, including forms such as unit trust.

'Investments' means the shares/units and/or cash held in the ISA or Junior ISA.

'Investor' means a Qualifying Individual, who invests in an ISA or in a Junior ISA, as represented by a legal guardian where applicable.

'ISA' means a Stocks and Shares Individual Savings Account or Junior Stocks and Shares Individual Savings Account established under the Regulations governed by these Terms and Conditions and subscribed to by the Investor.

'Manager' means the manager of the WS ISA, which is Waystone Management (UK) Limited.

'Qualifying Individual' for an ISA means an individual aged 18 years or over who is deemed to be resident or ordinarily resident in the UK for tax purposes. This includes a non-resident who performs duties which by virtue of Section 28 of the Income Tax (Earnings & Pensions) Act 2003 are treated as being performed in the UK (Crown employees serving overseas) or is married to, or is in a civil partnership with a person who performs such duties.

'Qualifying Individual' for a Junior ISA is a child who, at the time of application, is under age 18.

'Regulations' means the Individual Savings Account Regulations 1998 (as amended from time to time).

'Rules' means the rules of the FCA (as amended from time to time). 'Terms and Conditions' means these terms and conditions and the statements and declarations made by the Investor on his or her application form ('Application Form').

'We/us/our' means the Manager.

'Year' means a year beginning on 6 April in any year and ending on 5 April in the following year. 'You/your' means the Investor.

### 1. General

1.1 You should note that in accordance with the Rules, we categorise Investors as "Retail Clients". You will not receive unsolicited calls from us.

1.2 You should be aware of the nature and risks of investing in an ISA. Please see the Key Investor Information Document for more information on the Funds.

1.3 The Account will come into force subject to the Regulations and the provision of these Terms and Conditions on the date the Manager accepts your application.

1.4 These Terms and Conditions shall apply to all transactions between the Investor and the Manager and form the basis upon which the ISA will operate.

1.5 The Manager reserves the right to amend these Terms and Conditions, provided that such variation will not prejudice compliance with the Rules or the Regulations. Any such significant amendment will be notified to the Investor and will automatically take effect 30 calendar days later. We may vary these Terms and Conditions to reflect changes in the Rules or Regulations, without giving you prior notice.

1.6 The Manager will manage the ISA in accordance with the Regulations and will notify the Investor if the ISA has or will become void due to any failure to satisfy them. Should any provision of these Terms and Conditions be or become illegal, invalid or unenforceable under any applicable law, neither the validity nor enforceability of the remaining provision in these Terms and Conditions will in any way be affected or impaired.

1.7 This ISA is not a stakeholder product (the minimum voluntary benchmark prescribed by HM Treasury).

1.8 You should note that your tax treatment in relation to any Investments made under these Terms and Conditions will depend on your individual circumstances and may be subject to change in the future.

1.9 The Manager is authorised and regulated in the conduct of investment business by the Financial Conduct Authority under FCA registration number 429093. You can check this by visiting the Register on the FCA's website ([www.FCA.org.uk/register](http://www.FCA.org.uk/register)) or by contacting the FCA on 0800 111 6768. We are approved by HM Revenue & Customs as an ISA Account Manager under the Regulations.

1.10 The Manager's registered address is at 2nd floor, 20-22 Bedford Row, Holborn, London WC1R 4EB.

### 2. Your Application

2.1 You can apply to subscribe to an ISA by completing our Application Form and returning it to us by post.

2.2 If you complete our written Application Form, we will simply send you confirmation of your subscription once we have accepted it.

2.3 If you do not give us the complete information required under the Regulations at the time we receive your Application Form, then we cannot proceed with your ISA subscription and we will return your application to you for completion.

#### 3. Acceptance

3.1 For new ISAs, the Manager can accept a correctly completed and signed Application Form only if accompanied by a valid cheque payable to Waystone Management (UK) Limited or, for those saving one monthly basis, a valid and correctly completed direct debit mandate made payable to Waystone Management (UK) Limited. The Manager does not have to accept every application it receives. For ISA transfers to the Manager:

3.2 A transfer will only take effect when the Manager has accepted the Investor's application. The Manager will not accept an application unless and until it has received a correctly completed transfer Application Form and a cheque made payable to Waystone Management (UK) Limited from the Investor's previous ISA manager.

3.3 When an Investor transfers from another ISA manager and the Investor has already subscribed in the current tax year, the Investor cannot subscribe further money into the Account with the Manager until after the transfer has been affected and provided the maximum contribution has not already been made.

#### 4. Buying Shares/Units and Transfers In

4.1 The minimum Investment permitted to open an ISA is £100. The maximum that may be invested in an ISA in the 2021/2022 tax year is £20,000. The maximum that can be invested in a Junior ISA in the 2021/2022 tax year is £9,000. The minimum sum that may be invested through the Monthly Savings Plan is £100 per month.

4.2 New subscriptions or transfer proceeds will be invested in the relevant Fund at the next buying price applicable at the time of acceptance of the application.

4.3 An Account will be opened for the current tax year and, in the case of an Account subscribed by Monthly Savings Plan, for each successive year until the agreement is terminated.

4.4 We accept transfers from any existing ISA Plan Manager. The minimum transferable amount is £500.

## **5. Selling Shares/Units and Transfers Out**

### **5.1 Selling Shares/Units**

5.1.1 You can sell shares/units in the WS ISA by placing a written, eFaxed or emailed redemption order at any time. You will receive the price as at the next available valuation point. All redemption proceeds will be paid via cheque to your registered address or by bank transfer to an elected account, on the fourth business day after the dealing day.

5.1.2. Once you have subscribed into a Stocks and Shares ISA for a certain tax year, if during that tax year you sell shares/units, your overall ISA allowance will reduce by the amount you receive from the redemption for those shares/units.

### **5.2 Transfers Out**

5.2.1 You can choose to transfer out to another Stocks & Shares ISA at any time.

5.2.2 You can only transfer to another Stocks and Shares ISA.

5.2.3 Any ISA transfer must come from the new ISA plan manager, and the transfer request must be passed from your new provider to the Manager.

5.2.4 You can stipulate a time when you wish the WS ISA to be transferred to a new ISA plan manager, subject to the receiving the new ISA plan manager's request and the ISA regulations the time that is stipulated by you must not exceed 30 days from the receipt of your written notice to transfer. You can transfer your current tax year subscriptions in whole, or previous year subscriptions in whole or in part, all rights, obligations, interest, dividends will be transferred to the new ISA plan manager.

## **6. Management of the ISA Investments**

6.1 We will manage your Account as directed by you in your application or other instruction, and in accordance with the Regulations and these Terms and Conditions.

### **7. Best Execution**

7.1 We are required to seek to achieve the best possible result for you when dealing with any order to buy or sell financial instruments and to set out arrangements for this purpose in a "best execution policy".

7.2 We are required to consider various factors when deciding how best to deal with orders from customers. These include price, cost, speed, likelihood of execution and settlement, size, nature and other relevant matters. As we have classified you as a Retail Client we will usually consider price to be the most important factor for you.

7.3 However, for orders relating to shares/units in the Funds, the only method available for dealing with most of these in practice is to transmit them to ACD for execution: the ACD will be deemed to be the "execution venue" for these purposes. Where there is only one execution venue that we can use in practice to deal with your orders, we will have to use that venue regardless of the impact of the execution factors listed above.

7.4 Sometimes one of the Funds may be available via another trading platform provided by a third party. Strictly speaking, this could be an alternative execution venue. However, we do not use such platforms for the Funds, as we do not believe that we would obtain a better price by doing so. The use of a particular platform may also not be permissible under the Regulations; for example, if it means that Investments acquired through the platform must be held in the name of a nominee of the platform provider.

7.5 The arrangements explained above may involve execution outside of a regulated market or multilateral trading facility (within the meaning of the Rules).

7.6 We will monitor the effectiveness of the arrangements mentioned above and implement any necessary changes to our best execution policy from time to time. This will involve reviewing whether using other means to route orders would be feasible and would generate a better result for you. We will notify you of any material changes to our best execution policy and arrangements made from time to time, where they are relevant to you.

7.7 Please note any specific instructions from our customers as to how their orders are dealt with may prevent us from taking the steps that we have designed to obtain the best possible result in the circumstances. By agreeing to these Terms and Conditions, you will be giving: your prior express consent to the execution of orders outside a "regulated market" or a "multilateral trading facility" (as those terms are defined in the Rules) where this is appropriate; and your consent to our best execution policy as summarised above.

## **8. Appropriateness**

We are not required to assess the suitability of the Investment or service provided or offered to you and, as a result, you will not benefit from the protection of the Rules on assessing suitability. Therefore, we will not assess whether: the Investment or service meets your investment objectives; you are able financially to bear the risk of any loss that the Investment or service may cause; or you have the necessary knowledge and experience to understand the risks involved.

8.1 Legal title to the Investments will be vested in the name of the Manager but beneficial ownership will be, and will remain with the Investor. Your Investment will not be lent to third parties or used as security for a loan.

8.2 Certificates will not be issued in respect of share/unit holdings in the Fund(s) but any documents evidencing title to an ISA Investment will be held by the Manager or as the Manager may direct.

8.3 If you hold any cash in your Account, we will deposit it in a client money account in our name, with an appropriately regulated bank or institution of our choice in the United Kingdom in accordance with our obligations under the Rules. The bank will hold the cash on our behalf in a trust account separate to any account used to hold money belonging to us in our own right. We will not be responsible for any acts or omissions of the bank. In the event that the bank becomes insolvent we will have a claim on behalf of our customers against the bank. If, however, the bank cannot repay all of its creditors, any shortfall may have to be shared pro rata between them. No interest will be paid on such cash in accordance with the regulations.

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