

# Corporate, Trust and other entities Declaration

Nucleus client relations, PO BOX 26968, Glasgow G2 9DY.

Please read the declarations below and tick the boxes to indicate the items relevant to your Application. Please sign and date this Declaration, as indicated, at the end of this form. If any party signs but fails to date a signature, the date that Nucleus receives the Declaration will be deemed to be the date that the signing party signed the agreement. If your Declaration is incomplete or inaccurate this may have to be returned and could delay investment.

**This declaration applies to corporate entities, trustees of pension schemes and any other non-individual client applications.**

Please note that this document forms part of your Application for the Nucleus wrap and, together with the terms and conditions of the Nucleus wrap and your application constitutes a legally binding contract between you, Nucleus Financial Services Limited and the providers of any of the Accounts in your Nucleus wrap. Please also note that throughout this declaration Nucleus Financial Services Limited and the providers of any of the accounts in the Nucleus wrap will be referred to collectively as 'Nucleus'. The defined terms in this document are references to the defined terms in the terms and conditions of the Nucleus wrap.

## General Declaration

- I/We authorise Nucleus to accept investment instructions from the Adviser identified on my/our application and confirm that this authorisation will remain in place until I/we advise Nucleus in writing to the contrary.
- I/We have received, read, understood and accept the key features and the terms and conditions for the Nucleus wrap, together with the key features, accompanying illustration(s) and any policy documents for the account(s) I am/we are applying for.
- I/We confirm my/our acceptance of the Nucleus fees as set out in the terms and conditions of the Nucleus wrap.
- I/We accept that Nucleus will normally correspond with the Adviser.
- I/We understand that the Nucleus General account is provided by Nucleus Financial Services Limited.
- I/We understand that the Nucleus Onshore Bond account is provided by Sanlam Life & Pensions UK Limited.
- I/We understand that the Nucleus Offshore Bond account is provided by RL360 Insurance Company Limited.
- I/We duly acknowledge that Nucleus will act on investment instructions as provided by the Adviser and that I/we have appropriate arrangements in place with the Adviser in respect of any investment restrictions which must be observed on our account(s).
- I/We declare that neither I/we nor any beneficiary of the account is subject to US tax reporting or incorporated or based in the US. I/We accept that in such circumstances, Nucleus reserves the right to terminate its services under this contract.
- I/We declare that I am/we are not a politically exposed person(s) as defined in the Money Laundering Regulations 2007 as amended from time to time.
- I/We authorise Nucleus to hold our cash subscription, plan investments, interest, distributions and any other rights or proceeds in respect of those investments and any other cash element in my Nucleus Account(s).

## Tax residency

- I/We confirm that I/we have provided my/our Adviser with confirmation of my/our tax residency status and which country/countries I/we am/are registered for tax purposes in.
- I/We understand that Nucleus may be required to disclose this information to relevant third parties.
- Where required, I/we confirm that I/we have provided the necessary information regarding all controlling persons of this entity.
- I/We will inform Nucleus promptly of any change to my/our tax residency status and/or controlling persons information.

## Client categorisation (please tick one box)

I/we can confirm that I/we wish to be categorised as a

Retail client  Professional client

Eligible counterparty

Retail clients receive the highest level of FCA protection including access to the Financial Ombudsman Service and Financial Services Compensation Scheme. It is therefore important to remember that if you elect another option you may be entitled to lesser compensation and regulatory protection.

## Data Protection

I/We understand that the information in my/our Application and any supplementary information provided by me/us and/or my Adviser, will be used by Nucleus to

- Set up and administer my/our Nucleus wrap account and associated accounts.
- Send me/us information relating to my/our plan(s).

## Corporate, Trust and other entities Declaration continued

### Declaration for SIPP and SSAS Pension Trustees only

1 It is hereby agreed that any liability of the Client and

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\* (the "SIPP/SSAS trustee/pension scheme").

shall be limited to the value of the assets within

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as at the date any liability arises. Nucleus shall not be entitled to recover any claims against the Client nor the SIPP/SSAS trustee/pension scheme which exceed the value of the assets held within the SIPP account at the date any liability arises except in the case of wilful default, negligence, fraud of the Client or SIPP/SSAS trustee/pension scheme.

2 Should any act or omission of any third party custodian or sub-custodian, in whose custody the assets are held, cause actual loss to the trustees of the SIPP, the Client or SIPP/SSAS trustee/pension scheme, Nucleus will take such steps as are reasonable in the circumstances to mitigate and recoup such loss pursuant to their contractual relationship with the third party custodian or sub-custodian.

3 Any limitation on the liability of Nucleus within the Agreement shall not be so limited in the case of wilful default, negligence or fraud of Nucleus.

4 SIPP/SSAS trustee/pension scheme is the professional trustee for the SIPP/SSAS trustee/pension scheme and we acknowledge that any monies held in the Nucleus General account will be covered under the appropriate client money rules, as prescribed by the FCA.

5 SIPP/SSAS trustee/pension scheme confirm that appropriate arrangements are in place with the appointed adviser firm in regards to asset selection appropriate for the SIPP/SSAS trustee/pension scheme.

\*Insert name of SIPP/SASS trustee/pension scheme.

\*\*Insert client name and/or full reference number.

### Indemnity

I/We understand that whilst Nucleus shall exercise due care and diligence in the management of my/our Nucleus wrap, and, subject to Section 150 of the Financial Services and Markets Act 2000, despite Nucleus' obligations as a company authorised and regulated by the Financial Conduct Authority and as otherwise provided in the terms & conditions of the Nucleus wrap, Nucleus shall not be liable to me/us, nor will they compensate me/us, for any loss arising as a result of them doing (or not doing) anything in reliance upon an instruction given (or which they reasonably believe to be given) by me/us, my Adviser, or my/our authorised representative.

I/We agree that Nucleus will not be liable for any reduction in the value of my/our Nucleus wrap resulting (either directly or indirectly) from the acts or omissions of Nucleus, its agents or nominees, or those of any third party, where they have relied on instructions given (or which Nucleus reasonably believe to be given) by myself/ourselves or my/our authorised representative. I/We will reimburse Nucleus for any losses, liabilities and/or reasonable expenses which arise in such circumstances except where this arises as a result of their gross negligence, wilful default or breach of any statutory obligations.

### Account selection

Please ensure you tick the boxes alongside the relevant accounts being applied for.

Nucleus General account

Nucleus Onshore Bond account

I/We apply for the Nucleus Onshore Bond account on the terms and conditions as set out in the Nucleus Onshore Bond account terms and conditions.

I/We declare that

- To the best of my/our knowledge and belief all of the statements I/we have given are true and complete and, together with the Nucleus terms and conditions and the policy schedule, will form the basis of the contract between me/us and Sanlam Life & Pensions UK Limited.
- I/We understand the taxation law can change and Sanlam Life & Pensions UK Limited can provide no guarantee as to the tax treatment of this policy in the future.
- I/We understand that future tax changes may be retrospective.
- I/We confirm that I am/we are not relying on advice from Sanlam Life & Pensions UK Limited or any of their representatives.

Please remember that failure to disclose any material facts (even if they are outside the scope of the questions asked) may result in the contract being ineffective even if Sanlam Life & Pensions UK Limited accept the application. Material facts are those that Sanlam Life & Pensions UK Limited would regard as likely to influence the assessment of your application. If you are in any doubt as to whether a fact is material, you should disclose this to Nucleus at the time of application.

## Corporate, Trust and other entities Declaration continued

### Nucleus Offshore Bond account

I/We apply for the Nucleus Offshore Bond account and confirm that I/we have completed the application form for the Nucleus Offshore Bond account.

### Trust bank account

We the undersigned trustees request that the following bank account is aligned to the above Nucleus account(s).

Sort code

Account number

Name of bank account holder

We acknowledge that this is an account belonging to the trustee beneficiary the solicitor the settlor (tick as required) and confirm that at present we do not have a trust bank account set up.

We accept there may be implications of trust monies being paid to a non-trust bank account and accept full responsibility for the tax consequences of this. We acknowledge that payment to a third party is a deviation from the Nucleus terms and conditions.

### Fees

I/We authorise Nucleus to pay our Adviser the fees as set out in the table below

Fee type (£ or %)	General		Onshore Bond		Offshore Bond	
Account number						
Annual Adviser fee	£	%	£	%	£	%
Initial fee: Lump sum	£	%	£	%	£	%
Initial fee: Regular contribution	£	%	n/a		n/a	

## Corporate, Trust and other entities Declaration continued

### Signature(s)

I/We hereby declare that the contents of this Declaration are true and accurate and have been completed to the best of my/our knowledge, information and belief and I/we make the declarations and give the authorisations set out above.

I/We can confirm that I/we have read and understood the General declaration, Client categorisation and Data protection sections detailed in this Declaration.

I/We understand that a completed version of the online application and this Declaration are available on request.

I/We acknowledge that it is a serious offence to make false statements. False statements made in this declaration could lead to prosecution.

Signature (we require a handwritten signature)

Print name

Date

Signature (we require a handwritten signature)

Print name

Date