

# PUTM Authorised Contractual Scheme

PUTM ACS UK All Share Equity Listed Fund	<input type="checkbox"/>
PUTM ACS Emerging Markets Fund	<input type="checkbox"/>
PUTM ACS Japan Equity Fund	<input type="checkbox"/>
PUTM ACS Asia Pacific Fund	<input type="checkbox"/>
PUTM ACS European ex UK Fund	<input type="checkbox"/>
PUTM ACS North American Fund	<input type="checkbox"/>
PUTM ACS Lothian UK Listed Equity Fund	<input type="checkbox"/>
PUTM ACS Lothian European ex UK Fund	<input type="checkbox"/>
PUTM ACS Lothian North American Equity Fund	<input type="checkbox"/>
PUTM ACS Lothian UK Smaller Companies Fund	<input type="checkbox"/>
PUTM ACS Lothian UK Gilt Fund	<input type="checkbox"/>
PUTM ACS Sustainable Index UK Equity Fund	<input type="checkbox"/>
PUTM ACS Sustainable Index Asia Pacific Equity Fund	<input type="checkbox"/>
PUTM ACS Sustainable Index Emerging Market Equity Fund	<input type="checkbox"/>
PUTM ACS Sustainable Index European Equity Fund	<input type="checkbox"/>
PUTM ACS Sustainable Index US Equity Fund	<input type="checkbox"/>
PUTM ACS Sustainable Index Japan Equity Fund	<input type="checkbox"/>
PUTM ACS North America Fund 2	<input type="checkbox"/>
PUTM ACS North America Fund 3	<input type="checkbox"/>
PUTM ACS Sterling Credit Fund	<input type="checkbox"/>
PUTM ACS US Dollar Credit Fund	<input type="checkbox"/>
PUTM ACS UK All Share Listed Equity Multi Manager Fund	<input type="checkbox"/>
PUTM ACS Sustainable Index Sterling Corporate Bond Fund	<input type="checkbox"/>
PUTM ACS Sustainable Index Global Corporate Bond Fund	<input type="checkbox"/>

This Application Form should be read in context of, and together with, the most recent Prospectus as amended or supplemented from time to time. Except where otherwise defined in this Application Form all capitalised terms shall have the same meaning as in the Prospectus.

Once fully completed and signed, this Application form together with supporting tax documentation should be sent to the ACS Manager at the following address and/or facsimile number and if sent by facsimile the original must follow by post.

**PUTM Authorised Contractual Scheme** C/O HSBC Securities Services (Ireland) DAC, 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland. Attention: Shareholder Services Department  
Facsimile: + 353 1 649 7560 Telephone: 0345 584 2803 Email: [ifsinvestorqueries@hsbc.com](mailto:ifsinvestorqueries@hsbc.com)

The agreement between you and Phoenix Unit Trust Managers Limited for investment into your chosen Funds will come into effect when a correctly completed application form and related subscription monies (and any relevant accompanying documents) are received and accepted by Phoenix Unit Trust Managers Limited. Phoenix Unit Trust Managers Limited reserves the right not to accept applications.

**Please complete all sections and supporting tax documentation prior to signing**

### Details of applicant

Registered name

Registered address


Country of residence (for tax purposes)

Contact name

Telephone number (incl. country code)


Tax Identification Number

Email address

Facsimile number (incl. country code)


### Applicant bank details

I/We the certified authorised signatory, understand that redemption proceeds will be remitted to the bank details provided below and will be made in the designated currency of the unit class to which I/we am/are invested. I/We undertake to inform the ACS Manager in writing of changes to these details immediately.

Bank name			
Bank address			
Country			
Account name			
Account number		IBAN number	
Sort code		Swift code	

Payment will be made to accounts in the name of the unitholder only. No third party payments shall be permitted. Distributions will be reinvested. Should you wish not to reinvest, please contact the ACS Manager.

### Coverall renunciation

I/We hereby authorise Phoenix Unit Trust Managers Limited to accept all instructions given by us, or on our behalf, from time to time by fax, EMX/Calastone or by telephone for the redemption of shares that are registered in the above name under any account designation for Phoenix Unit Trust Managers Limited Fund(s). The instruction shall contain such details as Phoenix Unit Trust Managers Limited may require and shall be given by such designated individuals as we shall notify to Phoenix Unit Trust Managers Limited in writing from time to time.

PUTM are to receive confirmation that the UH request and overall renunciation registration has been completed from the Transfer Agent.

Those individuals detailed in the contact schedule issued for the operation of the account (as amended from time to time) apply this blanket renunciation and settlement to those trades in any authorised contractual scheme sub fund.

Furthermore, we authorise the Manager to release monies for any and all repurchase orders on the proviso that all monies are remitted by electronic transfer directly to our settlement account.

In consideration of the Manager acting upon this instruct, we will indemnify the Manager against all costs, losses, claims that the Manager may incur by accepting in good faith any incorrect or fraudulent instructions made or purporting to be

made under this agreement. We further agree to provide individual forms of renunciation or settlement in relation to specific transactions as the Manager may from time to time require.

This agreement will continue in force unless and until either we or the Manager provides the other party with written notice to terminate it, delivered to the other party’s registered address.

**Unit dealing Power of Attorney**

Please complete if you would like a third party to place the transaction on behalf of the above mentioned account.

I/we (name and address of applicant)
Hereby authorise (name of delegated entity) of (address)  to place transactions in the Scheme on our behalf
Signed _____ (signatory of applicant)
RESTRICTED
Capacity of authorised signatory (if applicable): SEE AUTHORISED AGENT TO DEAL LETTER Date: _____
Name: _____ Signature: _____
Capacity of authorised signatory (if applicable): see authorised agent to deal letter Date: _____
Name: _____ Signature: _____
Capacity of authorised signatory (if applicable): _____ Date: _____
Name: _____ Signature: _____
Capacity of authorised signatory (if applicable): _____ Date: _____
Name: _____ Signature: _____

Capacity of authorised signatory (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

(Please include an original or certified copy of authorised signatory list of the delegated entity.)

### Additional address details

\*Contract notes will be sent to the person named above using the e-mail address stated above, or via alternate electronic means as agreed with the Administrator. The Administrator will contact you via telephone to set up a password to initiate this process.

If you require contract notes to be sent to an additional contact, please provide those details below

Contact name

Email address

Telephone number (incl.  
country code)

Facsimile number (incl. country  
code)

Contact name

Email address

Telephone number (incl.  
country code)

Facsimile number (incl. country  
code)

## Eligible investors and tax transparency

Applications shall only be accepted where an Investor Agreement has been signed with the ACS Manager, please confirm the date the agreement was signed: Date: TO BE CONFIRMED, or contact the ACS Manager

Applications shall only be accepted where the applicant meets the tax criteria as set out in the Prospectus for the relevant Unit Class.

Unit Class	Tick here	
Unit Class A Accumulation Units		External Institutional Investor <b>pre-approved</b> by Phoenix Unit Trust Managers for investment which is tax resident in the UK. Will be taxed as a non-pension business asset only.
Unit Class B Accumulation Units		<b>Phoenix Group Company only</b> - which is tax resident in the UK that will hold the investment in a With-Profits vehicle. Will be taxed as a business non-pension asset only
Unit Class C Accumulation Units		<b>Phoenix Group Company only</b> - which is tax resident in the UK that will hold the investment in an internal unit-linked fund backing exclusively life business. Will be taxed as a business non-pension asset only
Unit Class D Accumulation Units		<b>Phoenix Group Company only</b> - which is tax resident in the UK that will hold the investment in an internal unit-linked fund backing exclusively pension business. Will be taxed as a business pension asset only <b>Please provide Pension Identification Number (if applicable)</b>
Unit Class E Accumulation Units		External Institutional Investor <b>pre-approved</b> by Phoenix Unit Trust Managers for investment which is tax resident in the UK. Will be taxed as a pension business asset only. <b>Please provide Pension Identification Number (if applicable)</b>

Unit Class F Accumulation Units		<b>Phoenix Group Company only</b> - which is tax resident in the UK that will hold the investment in a With-Profits vehicle. Will be taxed as a business pension asset only. <b>Please provide Pension Identification Number (if applicable)</b>
Unit Class X Accumulation Units		External Institutional Investor <b>approved</b> by Phoenix Unit Trust Managers for investment which is tax resident in the UK. Will be taxed as non-pension business asset only.
Unit Class N Accumulation Units		Available for investment by Eligible Investors who are not eligible to invest in another Unit Class of the Fund which is currently in issue. Investors should be aware that the provisions of double tax treaties to which the investor may be entitled will not be applied to income received or capital gains made by the Fund and allocated to this Unit Class.
Unit Class G Accumulation Units		This Unit class is for Phoenix Group ISA insured funds' investments only. Will be taxed as a non-pension business asset only.
Unit Class H Accumulation Units		<b>Phoenix Group Company only</b> - which is tax resident in the UK that will hold the investment in an internal unit-linked fund backing exclusively life business. Will be taxed as a business non-pension asset only
Unit Class I Accumulation Units		<b>Phoenix Group Company only</b> - which is tax resident in the UK that will hold the investment in an internal unit-linked fund backing exclusively pension business. Will be taxed as a business pension asset only <b>Please provide Pension Identification Number (if applicable)</b>

As identified within the Prospectus it is strongly recommended that the applicant seek professional tax advice on their own situation. Each Sub-Fund is tax transparent for income purposes meaning that UK tax-paying Unitholders are subject to tax on their share of income, net of allowable expenses, as it arises to the relevant Sub-Fund and not on distributions of net income. Consequently, a Unitholder's beneficial ownership will be notified to tax authorities and registrars to enable the tax rates applicable to them to be received. To facilitate the notification process Unitholders are required to complete the following attached documentation, which form part of the Application Form:

1. The attached tax status power of attorney to enable us to act on your behalf with the tax authorities.
2. The attached tax questionnaire for us to disclose on your behalf to the tax authorities.
3. The attached tax documentation where the power of attorney does not prevail.

As noted in the Prospectus it is envisaged that tax authorities may update their beneficial ownership declarations or introduce tax transparency in a manner that does not enable the tax status power of attorney to be utilised. In this instance the Unitholder will be required from time to time to complete additional documents to a given timeframe when supplied by the ACS Manager. Failure to complete the relevant documentation may result in the redemption of the Units.

## Application for units

I/We hereby apply to purchase Units in the amount set out below, the sum of which will be paid by bank transfer, by the settlement date stated in the Prospectus.

Subscription into Sub-Funds by an applicant in relation to their first subscription for Units must be made by way of this Application Form to the ACS Manager and will be subject to validation of this Application Form and confirmation that the applicant meets the eligibility criteria set out in the Prospectus.

Subscription into Sub-Funds have an Administrator cut-off time (Dealing Cut-Off Point) of 4.30pm on the Valuation Day (Monday to Friday). If the Application Form or orders are received by the Administrator after the Dealing Cut-Off Point the trade will be placed on the next available Business Day.

Subscription into Sub-Funds by way of in specie transfer of assets is only permitted with prior approval of the ACS Manager.

Sub-fund	Currency	ISIN	Investment account
	GBP		
	GBP		
	GBP		
	GBP		

Investments should be made in the currency of the class to which subscription is being made.

Payment should be made by bank transfer in accordance with the settlement date stated in the Prospectus.

Bank name	HSBC Bank PLC		
Bank address	HSBC Bank PLC, 8 Canada Square, London, E14 5HQ		
Country	UK		
Account name	Phoenix Unit Trust Managers Limited – PUTM Creations Suspense Account		
Account number	31367005	IBAN number	
Sort code	40-02-50	Swift code	

## Data Protection Statement

You agree that the Administrator may process personal data relating to you for the purposes of providing services to the Scheme, performing its legal and regulatory obligations and conducting financial crime checks, risk management and other activities, including disclosing that data to the Scheme and to third parties and transferring them internationally, all as more fully described in the Administrator's data privacy statement, a copy of which is available at <http://www.hsbcnet.com/gbm/global-utilities/privacy-data-protection.html>



## General representations

- i. I/we hereby agree to notify the Administrator, in writing if I/we become resident or ordinarily resident outside of the United Kingdom (UK). An individual is ordinarily resident outside of the UK if the individual has been resident outside of the UK for each of the 3 preceding years of assessment (i.e. calendar years) and that individual continues to be ordinarily resident outside of the UK until the individual has been resident in the UK in each of the 3 preceding years of assessment.
- ii. If I/we am/are applying for Units on behalf of another person I/we hereby agree to notify the Administrator in writing, if I/we am/are, or become, aware that any person who is beneficially entitled to any of those Units may be resident or ordinarily resident in Ireland or may have become resident in Ireland. An individual is ordinarily resident in Ireland if the individual has been resident in Ireland for each of the 3 preceding years of assessment (i.e. calendar years) and that individual continues to be ordinarily resident in Ireland until the individual has not been resident in Ireland in each of the 3 preceding years of assessment.
- iii. I/we, the undersigned declare that I/we am/are over the age of 18.
- iv. I/we, the undersigned declare that I/we am/are not a US Person as defined in the Prospectus and that I/we am/are not acting on behalf of a US Person(s).
- v. I/we, the undersigned declare that I/we meet the eligibility criteria for the Scheme and the relevant Unit class, as set out in the Fund Documentation.
- vi. I/We, warrant that I/we have the right and authority to make the investment pursuant to this Application Form whether the investment is my/our own or is made on behalf of another person or entity and that I/we are/will not be in breach of any laws or regulations of any competent jurisdiction and I/we hereby indemnify the ACS Manager, the Depositary, the Administrator and other unitholders for any loss suffered by them as a result of this warranty/representation not being true in every respect.
- vii. I/We, hereby confirm that the ACS Manager, its directors and the Administrator are each authorised and instructed to accept and execute any instructions including subscription and/or redemption instructions, instructions relating to payment of redemption proceeds, given by me/us by facsimile. I/we acknowledge that facsimile instructions are not a secure means of communication, and are aware of the risks involved. I/we hereby indemnify the ACS Manager, its directors and the Administrator and agree to keep each of them indemnified, against any loss of any nature whatsoever arising to each of them as a result of any of them acting on facsimile instructions. The ACS Manager, its directors and the Administrator may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument reasonably believed, in good faith, to be genuine or to be signed by properly authorised persons. I/we acknowledge that if I/we request the Administrator to pay redemption proceeds to an account or bank the details of which differ from those held on file I / we understand that payment cannot be effected until such time as an original instruction requesting this change is forwarded by me to the Administrator, together with any other documentation required by the Administrator, including that required for anti-money laundering purposes. Similarly, I/we understand that while an initial application will be actioned upon receipt of a facsimile I/we undertake to confirm this by forwarding an original copy of the completed application form used on initial subscription. I/we acknowledge that redemption proceeds may not be paid out until the original of the application form used on initial subscription together with all documentation required by the ACS Manager and the Administrator, including all documentation required for anti-money laundering purposes has been received by the Administrator.

- viii. I/We, having received and considered a copy of the Prospectus, hereby confirm that this application is based solely on the Prospectus together (where applicable) with the most recent annual report and accounts of the ACS Scheme or its Sub-Funds and (if issued after such report and accounts) its most recent unaudited semi-annual report.
- ix. I/We, apply to be entered in the Register of the Unitholders as the holder/holders of the Units issued in relation to this application.
- x. I/We, hereby acknowledge that by signing and submitting this Application Form, I/We will by applying irrevocably for Units in the Sub-Fund(s) and agree to be bound by the terms of the Prospectus (which I/we have read in full and understood).
- xi. I/We, warrant that I/We am/are a person who may otherwise lawfully subscribe for Units in the Scheme.
- xii. In the event that I/we send subsequent applications, redemptions and instructions electronically and in respect of electronic communication issued to us by the Administrator:
  - a. I/We hereby consent to delivery of notices, communications and reports by the Administrator to the email address(s) provided in this Application Form or as subsequently notified to the Administrator in accordance with the authentication procedures of the Administrator.
  - b. I/We acknowledge that electronic communications whether by email, SWIFT messaging or other electronic means may be an unsafe method of communication and may be lost, subject to delays, interference by third parties, viruses and their confidentiality, security and integrity cannot be guaranteed. Further, I/we acknowledge that electronic communications cannot be guaranteed to be error-free.
  - c. I/We hereby confirm that I/we will not hold the ACS Manager, any of the Investment Managers, the Administrator and the Depository or any of their directors, officers, employees or agents liable now or at any time for any damage, financial or otherwise which I/we may suffer as a result of any interception or breach of confidentiality or integrity or as a result of any delays, inaccuracy, imperfection, lack of quality, ineffective transmission, viruses, alteration or distortion howsoever arising affecting such electronic communication, except where the foregoing has arisen directly or indirectly out of negligence fraud or wilful default of the ACS Manager, any of the Investment Managers, Administrator, Depository or any of their directors, officers, employees or agents.
  - d. I/We undertake to keep each of the ACS Manager, the Investment Managers, the Administrator and the Depository indemnified at all times against, and to save each of the ACS Manager, the Investment Managers, the Administrator and the Depository harmless from all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against any of the ACS Manager, the Investment Managers, the Administrator and the Depository or suffered or incurred by any of the ACS Manager, the Investment Managers, the Administrator and the Depository and which shall have arisen either directly or indirectly out of or in connection with me /us sending electronic communications.
  - e. We confirm that we, shall use all reasonable endeavours not to send or transmit or arrange for any sending or transmitting on our behalf, any electronic communication which contains a virus or other media damaging to your property or computer systems or which may be defamatory, libellous, slanderous, obscene, abusive, offensive, menacing or immoral and will abide with all relevant laws and regulations and international conventions or treaties governing the content of and the transmission of such electronic communications.

- f. In the event that I/we are unable to send you instructions by electronic transmission due to either a failure in or shut-down of my/our or the Administrators' or other relevant parties internet system whether temporary or otherwise, I/we will send you instructions by facsimile.
- g. The ACS Manager, each of the Investment Manager, the Administrator and the Depositary may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instruction, electronic instructions, electronic subscriptions and redemptions or other instrument believed, in good faith, to be genuine.
- h. The losses contemplated by the parties as recoverable pursuant to this application for Units in the Scheme do not include loss of profit, loss of goodwill, loss of business or business opportunity, loss or corruption of data or information, or special, indirect or consequential damage or loss.

I/We confirm that I/We have received and read the information contained in this Application Form and confirm that a copy of the Key Investor Information Document has been provided to me/us. I/We confirm that I/We have read the Key Investor Information Document and that any future investments to any other Sub-Fund or Unit class of the Scheme as referenced within this Application Form can also be transacted based on this confirmation. I/We request and authorise the ACS Manager to act in accordance with my/our instructions.

- xiii. I/We confirm that we will receive any Key Investor Information Documents required for any future investments to any other Sub-Fund or Unit class by accessing the web-site at [www.phoenixunittrust.co.uk](http://www.phoenixunittrust.co.uk)
- xiv. I/We understand and agree that where the ACS Manager, the Administrator or the Depositary holds money on behalf of, or receives money from, me/us:
  - a. that money will not be subject to the protections conferred by the client money rules (as contained in the FCA Handbook);
  - b. as a consequence, the money will not be segregated from the money of the ACS Manager, the Administrator or the Depositary (as relevant) in accordance with the client money rules and will be used by the ACS Manager, the Administrator or the Depositary (as relevant) in the course of its own business; and
  - c. I/we will rank only as a general creditor of the ACS Manager, the Administrator or the Depositary (as relevant).
- xv. I/We, agree to provide the representations in this Application Form to the ACS Manager on an annual basis at the request of the Administrator or the ACS Manager and at such other times as the Administrator or the ACS Manager may reasonably request and to provide on request such certificates, documents or other evidence as the ACS Manager may reasonably require to substantiate such representations.
- xvi. I/We, agree to notify the ACS Manager immediately if I/we become aware that any of the representations is/are no longer accurate and complete in all respects and, if deemed necessary by the ACS Manager at its absolute discretion, agree immediately to sell or to tender to the ACS Manager for redemption a sufficient number of Units to allow the representation to be made.

## Anti-money laundering declarations

- i. I/We confirm that we have the authority to make the investment pursuant to this Application Form.
- ii. I/We acknowledge that measures aimed at the prevention of money laundering and terrorist financing will require verification of my/our identity, address and source of funds and where applicable other persons including but not limited to any beneficial owner<sup>1</sup> on a risk sensitive basis and the on-going monitoring of my/our business relationship with the ACS Manager. I/We further acknowledge that the Administrator reserves the right not to issue Units until such time as the Administrator has received and is satisfied with all the information and documentation requested to verify my/our identity, address and source of funds and where applicable other persons including but not limited to any beneficial owner. I/We acknowledge that the Administrator shall be indemnified and held harmless by me/us against any loss arising as a result of a failure to process my/our application for Units if such information and documentation as has been requested by the Administrator has not been provided by me/us.
- iii. I/We acknowledge that I/we must disclose to the ACS Manager and Administrator, both at the time of initial subscription into a Sub-Fund and upon any change thereafter, any Unitholder or person or entity or beneficial owner that is or is acting, directly or indirectly for the Unitholder who is a politically exposed person ("PEP")<sup>2</sup>, and immediate family members<sup>3</sup>, and close associates<sup>4</sup> of such persons.
- iv. I/We acknowledge that the ACS Manager or the Administrator also reserves the right to refuse to make any redemption payment or distribution to a Unitholder if any of the Directors of the ACS Manager or the Administrator suspects or is advised that the payment of any redemption or distribution moneys to such Unitholder might result in a breach or violation of any applicable anti-money laundering or other laws or regulations by any person in any relevant jurisdiction, or such refusal is considered necessary or appropriate to ensure the compliance by the ACS Manager, its Directors or the Administrator with any such laws or regulations in any relevant jurisdiction.
- v. I/We understand and agree that the ACS Manager prohibits the investment of funds by any persons or entities that are acting, directly or indirectly, (i) in contravention of any applicable laws and regulations, including anti-money laundering regulations or conventions, (ii) on behalf of terrorists or terrorist organisations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), as such list may be amended from time to time or named on the list of prohibited countries, territories, entities and individuals in the Official Journal of the European Union, or (iii), for a shell bank<sup>5</sup> (such persons or entities in (i) - (iii) are collectively referred to as "Prohibited Persons").
- vi. I/We represent, warrant and covenant that: (i) I/we am/are not, nor is any person or entity controlling, controlled by or under common control with me/us, a Prohibited Person, and (ii) to the extent I/we have any beneficial owners, (a) I/we have carried out thorough due diligence to establish the identities of such beneficial owners, (b) based on such due diligence, I/we reasonably believe that no such beneficial owners are Prohibited Persons, (c) I/we hold the evidence of such identities and status and will maintain all such evidence for at least five years from the date of my/our completed redemption from the ACS Manager, and (d) I/we will make available such information and any additional information that the ACS Manager and / or Administrator may require upon request.

- vii. I/We understand and agree that the ACS Manager further prohibits the investment of funds by any PEP and immediate family members, and close associates of such persons, unless the ACS Manager, in conjunction with the Administrator, after being specifically notified by me/us in writing that I/we am/are such a person, conducts further due diligence, and determines that such investment shall be permitted.
- viii. If any of the foregoing representations, warranties or covenants ceases to be true or if the ACS Manager and /or Administrator no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the ACS Manager and / or Administrator may be obligated to freeze my/our investment, either by prohibiting additional investments, declining or suspending any redemption requests and/or segregating the assets constituting the investment in accordance with applicable regulations, or my/our investment may immediately be redeemed by the ACS Manager, and the ACS Manager and / or the Administrator may also be required to report such action and to disclose my/our identity to OFAC or other authority. In the event that the ACS Manager and /or the Administrator is required to take any of the foregoing actions, I/we understand and agree that I/we shall have no claim against the ACS Manager, the Investment Manager, the Administrator, and their respective affiliates, directors, members, partners, unitholders, officers, employees and agents for any form of damages as a result of any of the aforementioned actions.
- ix. I/We understand and agree that any redemption proceeds paid to me/us will only be paid to the account of record. Furthermore, I/we understand and agree that any redemption proceeds paid to me/us will only be paid to a bank account in my/our name and with a recognised financial institution.
- x. I/We agree to indemnify and hold harmless the ACS Manager, the Investment Managers, the Administrator, and their respective affiliates, directors, members, partners, unitholders, officers, employees and agents from and against any and all losses, liabilities, damages, penalties, costs, fees and expenses (including legal fees and disbursements) which may result, directly or indirectly, from any inaccuracy in or breach of any representation, warranty, covenant or agreement set forth in this section.
- xi. I/We acknowledge that the Administrator in its absolute discretion reserves the right to request from the applicant any such other or additional documentation from that outlined in this form when it deems it appropriate to do so to enable the Administrator to determine the applicant's compliance with applicable regulatory requirements or the applicant's anti-money laundering and terrorist financing verification status on a risk sensitive basis and the applicant shall provide to the Administrator from time to time such information as may reasonably be requested. Each person acquiring Units in a Sub-Fund must satisfy the foregoing both at the time of initial subscription and at all times thereafter until such person cease to be a Unitholder. Accordingly, the applicant agrees to notify the Administrator promptly if there is any change with respect to any of the foregoing and / or below information, declarations or representations and to provide the Administrator with such further information as the Administrator may reasonably require.

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<sup>1</sup> beneficial owner means any individual who ultimately owns or controls at least 25% of the Unitholder or otherwise exercises control over the management of the Unitholder.

<sup>2</sup> A PEP is defined as an individual who is, or has been, entrusted with a prominent public function, including either of the following individuals (but not including any middle ranking or more junior official);

(a) a specified official

(b) a member of the administrative, management or supervisory body of a state-owned enterprise.

A “specified official” is further defined as any of the following officials (including any such officials in an institution of the European Communities or an international body):

- (a) a head of state, head of government, government minister or deputy or assistant government minister;
- (b) a member of a parliament;
- (c) a member of a supreme court, constitutional court or other high level judicial body whose decisions, other than in exceptional circumstances, are not subject to further appeal;
- (d) a member of a court of auditors or of the board of a central bank;
- (e) an ambassador, chargé d’affaires or high-ranking officer in the armed forces.

<sup>3</sup> An “immediate family member” includes any spouse, child, parent, brother or sister of a PEP, any person considered to be equivalent to a spouse under the national or other law of the place where the person or PEP resides or any spouse of a child of the PEP.

<sup>4</sup> A “close associate” of a PEP includes any individual who has a joint beneficial ownership of a legal entity or legal arrangement, or any other close business relations with the PEP or any individual who has a sole beneficial ownership of a legal arrangement set up for the actual benefit of the PEP.

<sup>5</sup> “Shell bank” means a credit institution (or a body corporate that is engaged in activities equivalent to a credit institution) that—

- (a) does not have a physical presence, involving meaningful decision-making and management, in the jurisdiction in which it is incorporated,
- (b) is not authorised to operate, and is not subject to supervision, as a credit institution (or equivalent) in the jurisdiction in which it is incorporated, and
- (c) is not affiliated with another body corporate that—(i) has a physical presence, involving meaningful decision-making and management, in the jurisdiction in which it is incorporated, and (ii) is authorised to operate, and is subject to supervision, as a credit institution or an insurance undertaking, in the jurisdiction in which it is incorporated.

### **Signatures – signatories must be authorised signatories**

Applicants **MUST** sign below for this Application Form to be valid. The ACS Manager or Administrator will only accept written instructions from individuals identified on a Certified Authorised Signatory list.

Name of applicant:

Address: \_\_\_\_\_

Signature of applicant or authorised signatory: \_\_\_\_\_ (declarant)

Capacity of authorised signatory (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Capacity of authorised signatory (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Capacity of authorised signatory (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Capacity of authorised signatory (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

This communication does not attempt to provide a full analysis of those matters with which it deals and is provided for general information purposes only. It is not intended to constitute financial or legal advice and should not be treated as a substitute for professional advice. Phoenix Unit Trust Managers Limited does not accept liability for any loss which may arise from reliance on the information in this communication. Please note the full Prospectus is available free of charge. For a copy, phone Investor Support on 0345 584 2803. Telephone calls may be monitored and/or recorded for the purposes of security, internal training, accurate account operation, internal customer monitoring and to improve the quality of service. Phoenix Unit Trust Managers Limited is authorised and regulated by the Financial Conduct Authority. Phoenix Unit Trust Managers Limited is registered in England with Company No. 03588031 and has its registered office at: 1 Wythall Green Way, Wythall, Birmingham, B47 6WG.