

INGENIOUS ESTATE PLANNING APEX APPLICATION FORM

ADVISED RETAIL CLIENTS ONLY

We require Investors to take financial advice before completing an application for Ingenious Estate Planning. Please complete this Application Form if you wish to set up an Investor Agreement in relation to IEP Apex on the terms set out in the Investor Agreement and the Brochure, both of which Investors and their adviser should carefully review before completing this form.

How to complete

- To edit the Application Form electronically, please download a copy to your device and then open in a compatible PDF editor
- If you are completing this form by hand, please print clearly in BLACK ink and block capitals
- Investor to fill out Sections 1, 2b, 2c, 3 and 4, Investor confirmations, Document acknowledgement and Investor declaration
- Advisers to fill out Sections 2a, 2d and Adviser declaration

Note: An application for a subscription in IEP Apex cannot be executed by an Attorney

Next steps

- Please email a clear signed and dated scanned copy of your Application Form (file type PDF/TIFF) with subject line 'Investment Application' to clientservices@theingeniousgroup.co.uk
- Scanned, signed and dated Application Forms can also be signed in counterparty, you do not need to post the original to us
- Please see Section 3 for details of how to pay your Subscription
- You will receive acknowledgements from Ingenious on receipt of this Application Form and on receipt of cleared funds

Any questions

If you have any questions when completing this Application Form, please contact your adviser

Manage your investment

Access to all correspondence and information regarding the investment shall be made available to authorised persons primarily in electronic format via the myIngenious portal:

www.myingenious.co.uk

When you have completed the form, tick the following to confirm:

- You have answered all the required sections
- You have completed the Health Declaration in Section 4 and have signed the declaration, Page 7 & 12
- You have provided the necessary verification of identity documentation OR you have confirmed your consent under Section 1c
- If you are paying for your Subscription by cheque, you have enclosed your cheque made payable to:
'WCSL IEP APEX CLIENT ACC'

OR

- If you are paying by bank transfer, you have arranged to transfer your Subscription amount to the account in Section 3

Manager's Use Only

Person ID:

Investor Name:

Opportunity ID:

How we use your data

Ingenious Capital Management Limited collects data from you in this Application Form in order to provide you with investment management services and carry out related activities in the course of providing you with those services. We will use the information to process your application, manage your account, communicate with you about your investments, and if you agree, to provide you with information on other products that we offer. In addition to the above, Ingenious Capital Management Limited may collect and share your personal data with Ingenious (IEP Cover) Limited as described in the Investor Agreement. Further information is available in our privacy policy which can be found at www.theingeniousgroup.co.uk/privacy-policy/.

Please tick the box to indicate that you consent to the access, processing, use and storage of your information contained in this Application Form as described above including completing your identity verification check.

If you do not consent to the use of the electronic verification process or in the event that we are unable to electronically verify your identity and/or address, we may request that you supply us with any of the following original certified copy documents: passport, photocard driving licence, utility bill, bank statement, credit card statement, council tax authority bill, and/or introducer's certificate. We will contact you to inform you which of these are required.

1a. About the Investor

Title	Email address
First name	Phone number
Middle name	Previous address (if changed within the last three years)
Last name	
Date of birth	
Address	Postcode
Postcode	

1b. Investor bank account details

Please provide details of the bank account to which you would like any Withdrawal from the Service to be credited. Where the bank account is in the name of a third party, you will need to provide documents to verify the identity of the account holder for anti-money laundering purposes. Please note that your bank details will be updated and used for all investment services until otherwise notified.

Account name	Sort code
Account number	Roll number (if applicable)
Bank name	

1c. Investor identification

To verify your identity and address we will use an electronic verification service provided to us by GB Group plc, or such other third party service provider as may be engaged by us or GB Group plc from time to time, to provide these or similar services. **For clients in Northern Ireland, please use passport rather than driving license.**

UK Passport number
Date of expiry

OR

UK Driving Licence number Issue date

1d. Tax residency

Please confirm if you are a US Person^{1,2} Yes No

If you ticked 'No' please skip forward to 1f or 2

If you ticked 'yes', please provide your Tax Identification Number (TIN) here:

Please confirm if you are solely tax resident in the UK² Yes No

If you ticked 'no' to being solely a tax resident in the UK, please complete the following table indicating (i) where you are tax resident and (ii) Your Tax Identification Number ("TIN") for each country indicated. If a TIN is unavailable please provide the appropriate reason A, B or C where indicated below:

Reason A – The country where you are liable to pay tax does not issue TINs to its residents

Reason B – You are otherwise unable to obtain a TIN or equivalent number

Reason C – No TIN is required (only select this reason if the authorities of the country of tax residence entered above do not require the TIN to be disclosed)

¹ US Person includes: 1) individuals who are United States of America (US) citizens (including dual citizens) or residents, US passport holders, green card holders, individuals born in the US who have not renounced their citizenship, permanent residents of the US and those with a "substantial presence" in the US as defined in US tax law; 2) a partnership or corporation organised in the US or under the laws of the US; 3) certain trusts with a US nexus; and 4) a non-US entity which is controlled by US Persons (if you are in any doubt as to whether you are a US Person you should consult an adviser).

² Please note that your tax residency details and certain financial information relating to your investment may be shared with the local jurisdiction in which you are tax resident under any of the following agreements or arrangements implemented by the International Tax Compliance Regulations 2015: the European Union Council Directive 2011/16/EU, the OECD's Common Reporting Standard or the United States' Foreign Account Tax Compliance Act.

³ e.g. a social security/insurance number, citizen/personal identification/service code number, and resident registration number.

Country reference number	Country of tax residence	Unique identification number		
			TIN	If a TIN is unavailable, please confirm the reason A, B, or C above.
				If you selected reason B, please explain the reason why you are unable to provide a TIN.
1				A B C
2				A B C
3				A B C

Where you have indicated reasons A, B or C above for any country of residence, please complete the following table:

Country reference number (as above)	Other identification number (if no TIN available)
	Description ³ Number
1	
2	
3	

Where you have indicated reasons A, B or C above for any country of residence, please complete the following table:

Country reference number (as above)		Other identification number (if no TIN available)	
		Description ³	Number
1	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>	<input type="text"/>

1e. Origin of funds

Employment status:

Employed Self-employed Not working Retired

Employer/business name (where applicable)

Is your employer/business a regulated financial services firm? (where applicable) Yes No

What is the source of the funds you are investing? (please tick all options)

Employment Pension Investment Sale of property Inheritance

Other (please specify)

1f. myIngenious registration

The Manager will provide you with access to myIngenious, our online client portal, which we will use to provide you and your authorised financial adviser with information and documentation regarding your investment. We try to minimise our carbon footprint and use of paper where we can and so all communications will be sent to you by email, unless you specify below.

☐ Sign up for postal communications instead of emails

If you opt for postal communications, you will still receive registration instructions for myIngenious where you can view all communications online.

2a. About the adviser

Title	Postcode
First name	Email address
Last name	Phone number
Company name	Company FCA Number
Company address	Individual FCA Number

2b. Providing your adviser with access to your investment information and correspondence

We will provide copies of, or access to, all correspondence and information provided to you regarding your investment, primarily in electronic format, to one third party adviser or other person nominated by you (Access). Please either tick the box or complete the details below in order to authorise the Manager to provide Access. You may change or update these details at any time by contacting the Manager.

Access should be provided to:

Adviser (please tick) **OR** (please fill in below):

Title	
First name	Postcode
Last name	Email address
Organisation name (if applicable)	Phone number
Address	

2c. Adviser charge

To be completed if you wish us to facilitate a payment from you to your Adviser in respect of an adviser charge.

Following the introduction of the Retail Distribution Review (effective from 31 December 2012), advisers must not solicit or accept commissions or certain other payments in connection with advice given to Advised Retail Clients in respect of retail investments from product providers. However, Advised Retail Clients may in such circumstances pay an adviser charge in connection with such advice and a retail investment product provider, such as the Manager, may facilitate the payment of an adviser charge from the client to the adviser. These adviser payments (Adviser Charge Payments) are as follows:

Upfront Adviser Charge Payment

Enter the total amount of any Upfront Adviser Charge Payment (including VAT payable on such amount) £ that is required by the Investor to be facilitated by the Manager (Upfront Adviser Charge Amount):

Ongoing Adviser Charge Payment

We can facilitate an Ongoing Adviser Charge Payment either as a fixed amount or as a percentage of the aggregate value of your investment. Enter the total annual £ amount or percent of any Ongoing Adviser Charge Payment (including VAT payable on such amount) that is required by the Investor to be facilitated by the Manager. The amount stated is an annual amount however, we will pay the Ongoing Adviser Charge Payment in quarterly instalments, (currently February, May, August and November).

£

OR

%

If I choose to pay a percent of the value of my investment, I understand that the amount of the payment will fluctuate in line with the value of my investment. If I choose a fixed amount I understand the quarterly instalment will be calculated on a daily rate multiplied by the number of days in that period.

2d. Adviser bank account details

If an adviser charge payment is being made, please provide details of the bank account to which you would like any adviser charge credited.

Account name	Bank name
Account number	Sort code

3. About the Subscription

IEP Apex Investors

(A) Amount to be invested (minimum £25,000): £

It is at the Manager's discretion to accept a smaller amount.

(B) Upfront Adviser Charge Payment (per section 2c): £

Total amount to be remitted (A+B): £

Please indicate how you will pay your Subscription:

By cheque Cheques should be made payable to **WCSL IEP APEX CLIENT ACC**

By bank transfer Bank transfer account details:

Account name: WCSL IEP APEX CLIENT ACC

Sort code: 80 20 00

Account number: 10439469

Reference: Please quote your last name and initial(s) as a reference on any bank transfer. This will assist us in identifying your payment.

For electronic payments this can be abbreviated to WCSL IEP APEX.

Drawdown election

Please tick the box if you wish to drawdown the growth in the value of your portfolio on an annual basis.

Annual payments

You can choose to receive an Annual Payment from the Service either as a fixed amount or as a percentage of the aggregate value of your investment as at 31 December each year.

If you wish to receive an Annual Payment, please enter the £ amount or percent: £

OR

%

4. IEP Apex

I hereby confirm that at the date this Application Form is completed, signed and dated:

I am an individual aged between 18 and 85

I am resident in UK

I am registered with a UK doctor

Health Declaration

Before confirming the following please carefully read the key medical terms to ensure you fully understand the definition of named conditions, in many instances these will only relate to certain symptoms or severity of illness. This declaration must be completed and dated no more than six weeks prior to the date of Share allotment in order for it to be valid.

I have not been diagnosed by a qualified medical doctor:

- a) With any form of Terminal Illness
- b) With a Life Limiting Illness

Within the last ten years I have not been diagnosed with or received treatment for:

- a) Diabetes, Multiple Sclerosis, any Kidney or Liver Diseases
- b) Cancer, Stroke, Heart Disease or Chronic Lung Condition

I am not currently undergoing or awaiting to undergo any medical investigations, other than those exceptions below*

I am not awaiting any form of hospitalisation or awaiting any form of surgery, other than those exceptions below*

I am not living with the need for help with Daily Activities

*EXCEPTIONS : For the purposes of this health declaration please ignore the following:

- | | |
|---|--|
| 1. Any conditions (unless specifically mentioned in this Health Declaration) which DO NOT require hospital or specialist investigation or attention | 3. Hearing or sight conditions or problems |
| 2. Musculo-skeletal conditions or problems | 4. Benign prostatic hypertrophy |
| | 5. Benign skin conditions |
| | 6. Any routine check-ups and reviews |

Key medical terms

Terminal Illness – an illness that has no known cure or progressed to the point where it cannot be cured and in the opinion of a registered UK doctor the illness is expected to lead to death within 2 years

Life Limiting Illness – a medical condition for which there is no known cure and it is expected that death will be a direct consequence of the specified illness

Daily Activities – dressing, using the toilet, feeding yourself, bathing/showering AND the ability to get around independently

Cancer - any malignant tumours, carcinoma, leukaemia, sarcoma and lymphoma

Stroke – any cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid haemorrhage, intracerebral embolism and cerebral thrombosis including Transient Ischaemic Attack (TIA)

Heart Disease – including heart attack (myocardial infarction, cardiac arrest), angina, cardiomyopathy, heart surgery and/or heart failure

Chronic Lung Condition – requiring the need for regular oxygen treatment and/or oral corticosteroids and/or hospitalisation

Diabetes – where there is proliferative retinopathy or circulatory problems or within the past one year, hypoglycaemic or hyperglycaemic episodes

Multiple Sclerosis – where mobility is affected and assisted ambulation i.e., sticks are required or there are any speech (dysphagia) or swallowing (dysarthria) symptoms

Kidney Disease - where the severity of the disease is worse than stage 4 www.nhs.uk/conditions/kidney-disease/diagnosis/

Liver Disease – where there is evidence of cirrhosis.

By ticking this box, I consent to the processing of my personal health data, by Ingenious (IEP Cover) Limited and the Insurer, to provide the IEP Apex service.

4. IEP Apex - continued

Please read carefully the Investor Agreement, Brochure and the Health Declaration set out on page 7 before completing the following declarations. All boxes in this section must be ticked for the application to be successful.

Declaration of Trust

By completing and signing the Investor Declaration in respect of this Application Form, with effect from the date upon which Shares are acquired for my Portfolio, I (being the Settlor) hereby assign my beneficial interest in the Insurance Policy to Ingenious (IEP Cover) Limited as trustee (the Trustee) according to the terms of the settlement detailed in Schedule 6 of the Investor Agreement and acknowledge that the Trustee accepts the role of trustee of that Settlement on the term and conditions detailed in Schedule 6 of the Investor Agreement.

Expression of wishes

In this expression of wishes, I wish to make known to the Trustee (as trustee of the Settlement) my wishes concerning whom I would like the Trustee to consider should benefit from the Settlement:

Beneficiary 1

The beneficiary(ies) is the person(s) entitled to the proceeds of any payment from the insurer upon death of both investors.

Title	Postcode
Forename	Relation to Investor
Surname	% share if applicable
Address	

Beneficiary 1 identification

Please note in order to verify your identity and address we will use an electronic verification service provided to us by GB Group plc, or such other third party service provider as may be engaged by us or GB Group plc from time to time to provide these or similar services.

Please provide either the full **30 Digit UK passport number**.

UK Passport number

Date of expiry

OR

16 Digit UK Driving Licence.

UK Driving Licence

Issue Date

For clients in Northern Ireland, please use passport number rather than driving license number.

Beneficiary 2

Title	Postcode
Forename	Relation to Investor
Surname	% share if applicable
Address	

Beneficiary 2 identification

Please provide either the full **30 Digit UK passport number**.

UK Passport number

Date of expiry

OR

16 Digit UK Driving Licence.

UK Driving Licence	Issue Date
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For clients in Northern Ireland, please use passport number rather than driving license number.

If you wish to nominate more than two Beneficiaries, please append further details as above on a separate sheet and attach this to your Application Form.

I understand that this expression of wishes is not binding on the Trustee and the Trustee will still have the freedom to decide who amongst the class of my Beneficiaries is to benefit from the Settlement. The Trustee will contact the Beneficiaries to arrange payment if and when applicable and the Beneficiaries will need to provide proof of identity at that time.

Investor confirmations

I confirm I have read and understood the following:

- a. I am applying on my own behalf;
- b. I have read the Brochure and Investor Agreement, I have also understood and agree to be bound by the Custodian and Nominee Investor Terms and Conditions and Custodian Privacy Policy, details of which can be found in the Investor Agreement. I authorise the Manager to enter into the Custodian Agreement on my behalf and the Trustee to act as my trustee in accordance with the Settlement;
- c. I acknowledge that neither the Manager nor the Policyholder are providing investment, legal, financial, tax or other advice and that any tax information provided to me is in the context of the Service;
- d. I have advised the Manager if I am a solicitor or accountant or other professional person who is subject to professional rules preventing me from making investments in particular companies;
- e. I acknowledge that neither the Manager nor the Policyholder has undertaken any assessment of my specific demands and needs and that I am responsible for ensuring that my specific demands and needs are met in respect of the insurance cover and that this is the responsibility of my Advisor. I confirm that I have received investment advice and an assessment of my demands and needs in respect of the insurance cover from my Advisor who has confirmed that this is a suitable investment product for me.
- f. I consent to the Manager, Policyholder and Custodian making appropriate enquiries to verify my identity as required by the Money Laundering Regulations and understand that this may include an enquiry to a credit or mutual reference agency which may retain a record of the enquiry;
- g. I will notify the Manager if I become a US Person (as defined in Section 1a 'About the Investor'), or become a resident for tax purposes of any additional jurisdiction other than the UK;
- h. I consent to the holding and processing of my personal data in the manner and for the purposes described in this Application Form and the Investor Agreement; and
- i. I agree, having received advice from my Adviser, that the Insurance Policy meets my demands and needs.

Adviser charge confirmations

I confirm I have read and understood the following if applicable:

- a. the Adviser Charge Amount is to be paid by the Custodian on the instructions of the Manager to my Adviser;
- b. the Upfront Adviser Charge Amount will not be invested in any Portfolio Companies and will not qualify for any Business Relief;
- c. any Subscription returned to me following any cancellation or withdrawal by me from the Service will be returned net of the Upfront Adviser Charge Amount and I acknowledge that there shall be no right of recovery in any circumstances from the Manager, any other Ingenious entity, the Custodian of any Adviser Charge Amount;
- d. where amounts paid by me (by cheque or bank transfer) in respect of this application are less than the total amount subscribed for by me in this application (including any Upfront Adviser Charge Amount in Section 2c) the Manager may reduce the application Subscription amount (detailed in Section 3) by that amount necessary to ensure the Manager has sufficient funds from me to be able to pay the Upfront Adviser Charge Amount to my Adviser; and
- e. the Upfront Adviser Charge Amount (if any) is inclusive of any applicable VAT and I agree to reimburse the Manager for any VAT that is incurred by the Manager or any affiliated company or the Custodian on the Adviser Charge Amount which is not recoverable by the incurring entity.

Investor confirmations (continued)

Risk factors

An Investor's portfolio under the Service involves a high degree of risk, it may not be suitable for all investors.

I confirm I have read and understood the detailed risk factors relating to this Service, as set out in the Brochure, which includes the following key points:

- a. share prices, their values and the income they generate through dividends can go down as well as up and investors may get back less than their original investment;
- b. past performance is not a guide to future performance. The extent and value of any tax advantages or benefits arising from the use of tax-advantaged services such as ISAs, SIPP's and CTFs will vary according to the individual's circumstances;
- c. tax legislation, rules and practice may change; and
- d. early withdrawal may lead to some loss of capital.

I confirm that I have read and understood the provisions of the Investor Agreement relating to the Insurance Policy, including the policy summary at Schedule 5, which includes the following key points:

- a. the Sum Insured is based on the Subscription Value less any subsequent withdrawals, rather than the value of the Portfolio at the time of my death. The Sum Insured may be less than the amount to which my estate is subject to IHT in respect of the applicable Shares in my Portfolio;
- b. only the Policyholder will be able to claim under the Insurance Policy and neither the personal representatives of my estate nor my Beneficiaries will have any right to claim (directly or indirectly) under the Insurance Policy;
- c. the Policyholder will only be obliged to pay the proceeds of a successful claim to the extent that it has received such proceeds from the Insurer; and
- d. I must meet the Eligibility Criteria in order to be able to bring a claim under the Insurance Policy.

Annual Payments, Drawdown Elections and Ongoing Adviser Charge Payments

Subject to the below, the Manager will endeavour to facilitate all Annual Payments and Drawdown Payments in February of each year.

Note that Drawdown Elections and requests for Annual Payments (including a request/election made on this Application Form) must be received prior to 31 December in each year to qualify for payment the following February, and are subject to available liquidity.

The Ongoing Adviser Charge Payment is only payable while the Investor remains in the Service. The first Ongoing Adviser Charge Payment will be calculated on a pro-rated basis covering the period from the date of investment (or, if later, the date the request to pay an Ongoing Adviser Charge Payment is received). If the Ongoing Adviser Charge Payment is less than £250 per annum the Manager may, at its discretion, pay the charge on an annual basis.

All Annual Payment Requests and the instruction in this Application Form to pay the Ongoing Adviser Charge Payment will each be deemed to be a standing instruction until the Manager is notified otherwise in writing.

All Payments and Ongoing Adviser Charge Payments will be facilitated by way of a transfer of shares or a reduction of share capital, reducing the number of shares held in the companies invested in by the Service.

All Payments will be executed by reference to the latest published NAV on the date the relevant payment request is processed and will be subject to the deduction of the dealing fee and any other costs and expenses that are payable in accordance with the Investor Agreement.

Documentation acknowledgement

By ticking this box, I confirm that I have acknowledged, read and understood the Brochure and Investor Agreement for Ingenious Estate Planning Apex.

Cancellation rights

There is a limited period during which you have the right to cancel your Subscription. If you wish to exercise this right to cancel, you must notify the Manager in writing (to the contact details in Clause 22.2 of the Investor Agreement) within 14 days of the Manager accepting your Application Form.

Investor declaration

I confirm by signing below that I have read, understood and agree with the Terms & Conditions set out in this Application Form and I hereby give the confirmations and consents set out in them.

The Manager may contact you with marketing communications about further products and services. If you do not wish to receive these further communications, please tick this box.

Signature of Investor

Print name

Date

Adviser declaration

I confirm by signing below that the Investor is a customer of our company/firm and I have assessed the suitability of this Subscription in the Service for the Investor and the demands and needs of the Investor in respect of the Insurance Policy.

I confirm that any payment to me that the Investor has required the Manager to facilitate is in relation to the provision by me of advice to the Investor in respect of this application and the amount has been agreed by me with the Investor in accordance with the rules on adviser charging and remuneration in COBS and is not a consultancy charge.

The Manager may contact you with marketing communications about further products and services. If you do not wish to receive these further communications, please tick this box.

Signature of Adviser

Date

Print name

Capitalised terms not defined in this Application Form (which includes these Terms & Conditions) have the meaning given to them in the Investor Agreement issued by the Manager and the Policyholder in relation to IEP Apex. In the event of any conflict between the provisions of the Brochure, Investor Agreement and this Application Form, the Investor Agreement shall prevail.

Ingenious Capital Management Ltd is authorised and regulated by the Financial Conduct Authority under Firm Reference Number 562563. Registered Address: 15 Golden Square, London, W1F 9JG, United Kingdom.

The Policyholder is Ingenious (IEP Cover) Limited, an appointed representative of Howden Insurance Brokers Limited which is authorised and regulated by the Financial Conduct Authority under FRN 309639. The Policyholder's registered address is 15 Golden Square, London W1F 9JG.