OVERSEAS
TRUST & PENSION

Financial Adviser Selection Form

IMPORTANT INFORMATION

Overseas Trust and Pension Ltd (OTAP) is the brand name of Overseas Trust and Pension Ltd, Overseas Pensions and Benefits Ltd and Overseas Pensions Administration Ltd (the Companies). Overseas Trust and Pension Ltd and Overseas Pensions and Benefits Ltd are licensed by the Guernsey Financial Services Commission under the Regulation of Fiduciaries, Administration Businesses and Company Directors, etc (Bailiwick of Guernsey) Law, 2020. Overseas Trust and Pension Ltd and Overseas Pensions and Benefits Ltd are registered in Guernsey numbers: 55506 and 39935 respectively. Their registered office is Lefebvre Court, Third Floor, Block B, Lefebvre Street, St Peter Port, Guernsey, GY1 2JP. Overseas Pensions Administration Ltd is registered in Alderney number: 1427 and its registered office is Millennium House, Ollivier Street, St Anne, Alderney, GY9 3TD.

Overseas Trust and Pension Limited is an authorised financial services provider in terms of the South African Financial Advisory and Intermediary Services Act (“FAIS”) and is regulated by the Financial Sector Conduct Authority (“FSCA”) of South Africa. FSP number 47261.

OTAP does not offer financial, investment or tax advice, any information provided should not be considered as such. OTAP accepts no legal liability for losses, damages or expenses which you may incur or suffer directly or indirectly by using this information.

We endeavour to make sure the information is accurate and up-to-date however, no warranty is given as to the accuracy or completeness of any information and no liability is accepted for any errors or omissions in such information, products or services provided to you.

We strongly recommend that clients take regulated financial and investment advice relevant to their individual circumstances. It is the responsibility of clients and their advisers to review the advice and investments at least annually. The product terms, risks and charges (including: initial, annual and exit) should be considered, understood and agreed with your Financial/Investment Adviser.

Past performance is not a reliable indicator of future results. Investment values and the income from them can go down as well as up and may be affected by changes in rates of exchange. An investor may not receive back the amount initially invested.

Data Privacy Statement: Please refer to our Data Privacy Policy published on the Overseas Trust and Pension website: www.trustandpension.com/legal-and-regulatory

Section 1 - Member Details

Title (e.g. Mr/Mrs/Miss/Ms/Dr/Other)

Name

Surname

Plan Name

Plan Reference

Section 2 - Removal of Selected Party and Cancellation of Fees

Where I currently have a selected party accountable to me in respect of all investment matters related to the Plan, I hereby request the removal of the below such party and the cancellation of all/any fees that are paid from the Plan or the investments held in the Plan.

Name of Firm

Name of Individual

Contact Telephone

Email Address

Section 3 - Selecting an Adviser

The Financial Adviser ("Adviser") is the regulated entity (or regulated individual if a sole trader) that holds Terms of Business with OTAP. These Terms ensure that the relationship between, and obligations of, the Adviser and/or Client and the Companies are understood, are uniform, comply with applicable legislation and are contractually binding on the relevant parties.

The Adviser is accountable to you, the Member, in respect of all investment matters, including selecting investments appropriate to your investment objectives and risk appetite, to monitor the performance of these investments, and to make adjustments, where necessary. It is your responsibility, as the Member, to hold the Adviser accountable of all investment matters and ensure the Adviser fully explains all risks, costs and charges associated with the Plan and underlying investments.

Name of Adviser Firm

Individual Adviser Name

Adviser Firm Address

Post Code

Country

Individual Adviser Email Address

Telephone

Investment Provider Agency Code

Certain Investment Providers may require additional supporting documentation for the appointment of a Financial Adviser. Please supply this information along with the Financial Adviser Selection Form.

Adviser Declaration (This section is to be completed and signed by your selected Adviser.)

1) I hereby confirm that all information provided herein is, to the best of my knowledge and belief, accurate and complete;
2) I hereby confirm that I have the necessary capacity, authority and intention to enter into this Application Form;
3) I hereby confirm that I have read the TERMS and confirm that I understand and accept:
   a) the TERMS, including all obligations, waivers, representations, warranties, undertakings, confirmations and indemnities made by me as contemplated therein. In particular my attention has been drawn to, and I have taken note of, the provisions of the TERMS:
      i) as set out in clause 5 thereof, which provide that no tax, investment and/ or legal advice has been provided to me by the Companies;
      ii) as set out in clause 7 thereof, regarding my representations and undertakings, including in respect of the selection of investments and investments approach;
      iii) as set out in clause 8 of thereof, regarding the suitability and appropriateness of the advice arranged or provided by me; and
   b) the selected Plan and the benefits provided to the Client thereunder; and
4) I agree to be bound by the TERMS as amended from time to time.

Professional Adviser to Sign and Date

Signature of Adviser ____________________

Print Name ____________________ Date ____________________

Section 4 - Selected Adviser Fees

MEMBER - Please select from the options below:

☐ 1. Please continue with the existing fee arrangement and pay it over to the newly appointed Adviser.

☐ 2. Please cancel the existing fee arrangement.

☐ 3. For any other fee arrangement, please tick the box and we will contact the selected Adviser for these requirements.

If you ticked option 1 or 3 above, please note that we may require from you or your selected Adviser the Investment Provider's fee change documents, as determined by them, to be submitted along with their and our Appointment of Financial Adviser Form.

ADVISER - Please select and tick the currency you wish to receive fee payments in (if paid directly from the Plan). Fees will be paid in accordance with our Terms of Business.

☐ Sterling ☐ Euro ☐ US Dollar

Please provide us with the full bank account details below, as applicable to the Adviser named above.

Bank Name ____________________

Sorting Code ____________________

SWIFT/BIC ____________________

IBAN Account Number ____________________

Account Name ____________________

Account Number ____________________

Section 5 - Member Declaration

I hereby confirm that I have selected the above named Financial Adviser to make, change and review the investments within the Plan and notify Overseas Trust and Pension ("OTAP") of such changes.

As I have decided to take advice and guidance under the Member Directed investment approach, I confirm that:

a) the Adviser (and any Authorised Person of the Adviser) selected in this Form is hereby authorised to access all information about the Plan as contemplated in the TERMS; and

b) the Adviser is authorised to receive fees and/or commissions as agreed to by me, including those paid directly by any investment provider and OTAP shall be entitled to rely on any fee arrangement previously communicated to OTAP on the basis set out in the TERMS.

I understand that it is my own and/or my Adviser's responsibility to determine the suitability of any investments and carry out regular reviews of suitability and performance. OTAP is not responsible for reviewing the suitability and performance of the investments. I understand that OTAP does not approve nor recommend any investments that are chosen by me and/or my Adviser.

OTAP accepts no responsibility for losses, damages and/ or costs that may be incurred as a consequence of buying, selling or holding an investment at my request and/ or my Adviser.

It is the Adviser's responsibility to provide the Member with written details about the investment features, terms, risks, penalties (including establishment periods), charges, fees, commissions payable, etc. By requesting an investment personally or through your Adviser you are confirming receipt, understanding and acceptance of all such information.

I understand that as I have selected an alternative Adviser, the current Adviser will be replaced and will no longer be able to obtain information about the Plan and any commissions paid from the underlying investment may cease to be paid to that Adviser.

I hereby agree (so as to bind my estate, personal representative and heirs) to indemnify and keep indemnified OTAP, its delegates, successors and assigns (and each former or current director, officer, employee or affiliate of them) from and against any loss, liability arising from or in connection with the appointment of or any act or anything done, neglected or omitted to be done by my Adviser or in connection with the investment return or performance of the investments linked to my investment, any life policy and or my membership of the Plan howsoever arising.

OTAP shall not incur any liability howsoever arising in respect of handling investment instructions and does not undertake to handle instructions within a set period of time.

Member to sign and date

Signature of Member ____________________

Print Name ____________________ Date ____________________