

PRIVATE WEALTH PORTFOLIO FRANCE



NOMINATION OF INVESTMENT ADVISER AND CUSTODIAN

HOW TO COMPLETE THIS FORM

If you are completing a hard copy of this form, please use **black or blue ink** and **BLOCK CAPITALS**. Ensure all relevant sections are fully completed. If you make a mistake, cross it out, put in the correct words and sign your initials next to the correction. **Do not use correction fluid.**

SIGNATURE This symbol highlights the signature sections within this form which need to be signed by the Policyholder and Investment Adviser.

WHAT TO DO WHEN YOU HAVE COMPLETED THIS FORM

Once complete, forms and supporting documentation that are digitally signed and/or scanned can be emailed to us at ccsfrontoffice@utmost.ie

Alternatively, return this form to: **Utmost PanEurope dac, Navan Business Park, Athlumney, Navan, Co. Meath, C15 CCW8, Ireland.**

USING THE EDITABLE FIELDS?

To ensure your information is saved correctly, we recommend you save the form to your desktop before you start completing the required fields.

PAGE	SECTION	REQUIREMENT	TICK SECTIONS COMPLETED
2	A - Introduction	Information only	<input type="checkbox"/>
2	B - Purpose of form	Mandatory	<input type="checkbox"/>
2	C - Policy details	Mandatory	<input type="checkbox"/>
3	D - Investment Adviser details	Optional	<input type="checkbox"/>
3	E - Ongoing Investment Adviser Charges	Optional	<input type="checkbox"/>
4	F - Custodian details	Optional	<input type="checkbox"/>
5	G - Investment Advisor details	Optional	<input type="checkbox"/>
6	H - Policyholder declaration	Mandatory	<input type="checkbox"/>

A INTRODUCTION

INFORMATION

This form will, subject to approval by Utmost PanEurope dac (Utmost PanEurope), form a contract that:

- › Is made between you (the Policyholder(s)) and Utmost PanEurope.
- › Confirms your nomination of the Investment Adviser (named in section D) and the Custodian (named in section F).
- › Requests that Utmost PanEurope appoints the Investment Adviser to provide investment advice to Utmost PanEurope on an Advisory Portfolio for the benefit of the Planholder for the period of appointment and/or the Custodian to hold the Investment Instruments within the Advisory Portfolio on behalf of Utmost PanEurope.
- › Is subject to the Policy Conditions.

B PURPOSE OF FORM

MANDATORY

Please indicate whether you wish to:

- 1 Nominate a new Investment Adviser and Custodian for the first time
(by completing all of sections C to H)
- or
- 2 Change an existing Investment Adviser by nominating a different Investment Adviser
(by completing all of sections C, D, E, G and H)
- or
- 3 Change an existing Custodian by nominating a different Custodian
(by completing all of sections C, F and H)

C POLICY DETAILS

MANDATORY

1 Policy number (if known)	<input type="text"/>
2 Policyholder name	<input type="text"/>
3 Policyholder correspondence address (in full)	<input type="text"/> <input type="text"/> <input type="text"/>
	<input type="text"/> Postcode
4 Policyholder email address	<input type="text"/>
5 Policyholder contact number	<input type="text"/>

D NOMINATION OF INVESTMENT ADVISOR

OPTIONAL

Name of Investment
Adviser firm to be
nominated

(the "Investment Adviser")

Provide us with the name and address of the firm you wish to nominate as your Investment Adviser.

The Policyholder hereby nominates the Investment Adviser firm noted above to be appointed as the Investment Adviser, subject to the Policy Conditions, to advise on and change Assets to which the Policyholder's Policy is linked. The Policyholder agrees that Utmost PanEurope dac or its authorised agents or attorneys (collectively referred to as 'Utmost PanEurope') shall not be responsible for any loss or liability to the Policy arising from this appointment, actions or failure to take action on the part of the Investment Adviser giving rise to any loss in the Policy Value howsoever arising (including but not limited to failure on the part of the Investment Adviser to produce a reasonable investment return in relation to the Policy).

The Policyholder hereby agrees that Utmost PanEurope dac is not responsible at all for any costs, losses and/or expenses whatsoever incurred by the Policyholder in respect of the activities and performance of the Investment Adviser. The Policyholder also agrees not to make or bring about any legal claims, formal or informal complaints or proceedings against Utmost PanEurope in respect of the activities and performance of the Investment Adviser. The Policyholder makes these agreements on the basis of the Policyholder's acknowledgement of the Investment Adviser's clear responsibility in relation to this nomination which the Policyholder has made in the paragraph above.

The Policyholder nominates the Investment Adviser to be appointed on an advisory basis: the Investment Adviser will provide advice in relation to the Assets, and Utmost PanEurope will grant a limited power of attorney to the Policyholder to confirm that his/her agreement with the recommendation that the Investment Adviser had provided prior to Utmost PanEurope executing any instruction to buy or sell an Investment Instruments. Evidence of such agreement must be retained by the Investment Adviser and provided to Utmost PanEurope upon request and at its discretion. The Investment Adviser has confirmed to the Policyholder that they have the necessary regulatory authorisations to perform this advisory service.

E ONGOING INVESTMENT ADVISER CHARGES

OPTIONAL

Please indicate in this section the advisory fee to be paid to the Investment Adviser for the provision of Investment advice.

Fees may be taken directly at source by the Custodian or the payment may be facilitated by Utmost PanEurope and consists of a monetary amount or a percentage of Policy Value.

Where the custodian banks gets the payment directly the fee can be calculated on the portfolio under advisory mandate while when payment is facilitated by UPE the fee will be calculated considering the Policy Value and the payment will be made in the Policy currency.

In both payment scenarios, the Ongoing Investment Adviser Charge is subject to a limitation of 1% of the Policy Value per annum. For the fixed charge this is calculated at the time the charge is initially requested.

Fees may be applied on a pro rata basis for the period for which the Investment Adviser is appointed to provide investment advice on the Advisory Portfolio.

The selected level of the ongoing Investment Adviser charge will be paid in the currency of the Policy and taken at your chosen frequency, from the date you would like payments to commence.

1 Fees to be paid

Directly by Custodian by UPE

2 Total annual amount as either a monetary figure or a percentage of Policy Value:

monetary amount (GBP / USD / EUR / CHF) % of Policy Value

OR

You must enter your chosen monetary amount (including decimal places) in the currency of the Policy. **Delete as applicable.**

3 Frequency of payments

Monthly Quarterly Half-yearly Yearly

4 Ongoing Investment Adviser charge start date

OR As soon as possible¹

F CUSTODIAN DETAILS **OPTIONAL**

1 Name of Custodian

(the "Custodian")

2 Address

Postcode

Provide us with the name and address of the firm you wish to nominate as your Custodian.

3 Contact name

4 Contact number

5 Email address

6 Custodian account currency

The Policyholder hereby nominates the Custodian noted above to be appointed as the Custodian, subject to the Policy Terms and Conditions.

The Policyholder agrees that Utmost PanEurope or its authorised agents or attorneys (collectively referred to as 'Utmost PanEurope') shall not be responsible for any loss or liability to the Policy arising from this appointment, actions or failure to take action on the part of the Custodian giving rise to any loss in the Policy value howsoever arising.

The Policyholder hereby agrees that Utmost PanEurope is not responsible at all for any costs, losses and/or expenses whatsoever incurred by the Policyholder in respect of the activities and performance of the Custodian. The Policyholder also agrees not to make or bring about any formal or informal legal claims, complaints or proceedings against Utmost PanEurope in respect of the activities and performance of the Custodian.

The Policyholder makes these agreements on the basis of the Policyholder's acknowledgement of the Custodian's clear responsibility in relation to this nomination which the Policyholder has made above.

¹ Cannot be earlier than the date of expiry of the Investment Restriction Period or the date of ratification by Utmost PanEurope of the appointment of the Investment Adviser concerned.

G INVESTMENT ADVISER DECLARATION

MANDATORY

The Investment Adviser has read and understood this Nomination of Investment Adviser form and agrees to be bound by the terms and conditions contained herein.

If Utmost PanEurope ratifies this Investment Adviser nomination, the Investment Adviser will be informed of such acceptance, and this declaration will be the basis of the appointment of the Investment Adviser by Utmost PanEurope.

 This declaration must be signed by the Investment Adviser named in section D to accept the appointment and to confirm understanding and agreement to the terms and responsibilities set out below.

I, the undersigned, as the authorised signatory and representative of the Investment Adviser, warrant that I have the required authorisation(s) to bind and agree to the terms of this Investment Adviser Declaration (the "Declaration"), in the name and on behalf of the Investment Adviser.

For the avoidance of doubt, the terms of this Declaration shall be legally binding on the Investment Adviser in their entirety.

The Investment Adviser confirms that they have the authorisation(s) necessary under the legislation and regulations in to act as an Investment Adviser on the basis specified in section A and will remain so authorized, and comply with the rules of the appropriate regulatory body(ies), whilst acting as an Investment Adviser to this Policy. The Investment Adviser agrees to notify Utmost PanEurope immediately of any changes to the Investment Adviser's authorization including any disciplinary action taken against the Investment Adviser.

By signing this Investment Adviser declaration, the Investment Adviser confirms that:

- › The Investment Adviser will provide investment advice to Utmost PanEurope in accordance with the Policyholder's risk profile, as determined by the Investment Adviser.
- › Any charges applied in accordance with section E (Ongoing Investment Adviser Charges) will constitute charges for investment advice which the Investment Adviser provides in relation to the Policy that is specified in section C.

As acting on an advisory basis:

- the Investment Adviser understands that all final investment decisions are that of the Policyholder; and
- for any transactions the Investment Adviser has placed on the Policyholder's behalf, the Investment Adviser must keep a record of all decisions for at least six years from the termination of the Policy.

1 Address of Investment Adviser firm	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr> <td style="width: 80%;"></td> <td style="width: 20%; text-align: center; font-size: small;">Postcode</td> </tr> </table>					Postcode
	Postcode					
2 Advisor contact for your policy	<input style="width: 100%; height: 20px;" type="text"/>					
3 Contact number	<input style="width: 100%; height: 20px;" type="text"/>					
4 Email address	<input style="width: 100%; height: 20px;" type="text"/>					
5 Regulatory Authority Name	<input style="width: 100%; height: 20px;" type="text"/>					
6 Regulatory number	<input style="width: 100%; height: 20px;" type="text"/>					

H POLICYHOLDER DECLARATION

MANDATORY

The Policyholder should read this section carefully before signing as it affects their rights and creates a legally binding agreement with Utmost PanEurope dac in connection with the Policy. If the Policyholder does not understand any aspect of this declaration, they should ask their Insurance Intermediary to explain its effect before signing.

 **By signing this Policyholder Declaration (the "Declaration"), the Policyholder understands and agrees to be bound by the terms set out below:**

- 1 The Policyholder understands** that, by completing and signing this Declaration, the Policyholder is nominating the Investment Adviser named in section D, to act as an Investment Adviser on an advisory basis; and is therefore requesting that Utmost PanEurope appoint the Investment Adviser to act on the basis outlined in section D.
- 2 With respect to the appointment,** the Policyholder hereby understands, confirms and agrees to the following:
 - › The Policyholder understands they have no legal rights to the investments held by Utmost PanEurope or the Custodian. The Policyholder may not give any legal charge, pledge or lien over the assets held in an External Account, nor may the Policyholder instruct the Investment Adviser to give any guarantee, indemnity or counterindemnity in favour of any persons or company.
 - › Utmost PanEurope grants a limited power of attorney to the Policyholder which enables the Policyholder to agree on certain separately applied charges for the investment advice and custody, in line with the Investment Strategy and the risk profile. The policyholder and its insurance intermediary can also obtain valuation statements directly from the Investment Adviser.
 - › The Policyholder is responsible for all decisions relating to Asset purchases / sales, switches and Utmost PanEurope shall not be liable for any loss or damage suffered by the Policyholder or any Beneficiary of the Policy, including if arising from any act or omission of the Investment Adviser or Custodian including, but not limited to, any advice given by the Investment Adviser to the Policyholder or the transmission and/or execution of any trade by the Investment Adviser.
 - › Utmost PanEurope shall not be liable for any loss or damage suffered by the Policyholder or any Beneficiary of the Policy for action or failure to take action on the part of the Custodian giving rise to any loss in the value of the Policy howsoever arising including any default, (not limited to bankruptcy, liquidation, insolvency) by the Custodian in relation to custody of the Policy assets.
 - › Utmost PanEurope is not responsible for ensuring that the Investment Adviser complies with the terms of this declaration, including whether the Investment Adviser:
 - follows the decisions accurately; and/or
 - promptly transmits orders.
 - › Utmost PanEurope is not responsible for any error or omission by the Investment Adviser regarding Asset choice(s) and/or the execution of trades. Any dispute involving these matters must be resolved between the Policyholder and the Investment Adviser directly, and where applicable, in accordance with the terms of any agreement between the Policyholder and the Investment Adviser.
 - › Utmost PanEurope is not responsible for any error or omission by the Investment Adviser regarding Asset choice(s) and/or the execution of switches. Any dispute involving these matters must be resolved between the Policyholder and the Investment Adviser directly, and where applicable, in accordance with the terms of any agreement between the Policyholder and the Investment Adviser.
- 3 The Policyholder further understands, accepts and agrees to the following:**
 - › The Policy must only invest in Assets which are allowable under the relevant investment options, as set out under the terms and conditions of the Policy (the Policy Conditions).
 - › The Policyholder will provide Utmost PanEurope with a copy of their investment strategy and risk profile and any subsequent amendments thereto.
 - › The Policyholder confirms that they have verified with the Investment Adviser that any investments transferred as premium in kind are compatible with their investment strategy and risk profile.
 - › Assets deemed not in line with the Policyholders chosen Investment Strategy/risk profile may be force sold at open market buying price which may result in a loss to the Policyholder and Utmost

PanEurope are not responsible for any such loss that could occur.

- › Utmost PanEurope is not responsible for any loss in delay should one occur between the Policyholder signing the request and its final execution.
- › Utmost PanEurope has the right at its discretion to refuse individual Assets for investment in the Policy.
- › Any Assets purchased or sold, as a result of an instruction received from the Investment Adviser shall be executed in line with the Custodians practices for open market trading.
- › Utmost PanEurope reserves the right to realise investments to clear an overdrawn position on any part of the Policy at any time.
- › Any appointment under this nomination will terminate upon:
 - The Policyholder's Written Request.
 - At the discretion and direction of Utmost PanEurope.
 - The bankruptcy, insolvency, receivership or loss of regulatory authority of the Investment Adviser.
- › Any instruction that has the potential to impact the value of the units of account including but not limited to a change in Investment Strategy/risk-profile, partial withdrawal or an increase in value to the units of account must be routed via Utmost PanEurope.
- › The Policyholder should undertake necessary due diligence and due care, including seeking any necessary or useful independent tax and legal advice from qualified professional advisers regarding this Nomination.
- › The ongoing Investment Adviser charges will only be paid where there is sufficient value and Assets are available to be sold to cover the payment in full.
- › The Policyholder can cancel the instruction to pay any future ongoing Investment Adviser charges due from the Policyholder's Policy at any time by writing to the address shown on page 1 of this document.
- › Until Utmost PanEurope receives written notification to cancel this instruction, Utmost PanEurope will continue to make payments to the Policyholder's Investment Adviser.
- › It will be the Policyholder's responsibility to settle any outstanding ongoing Investment Adviser charges directly with the Investment Adviser in any of the following circumstances:
 - If the Policyholder changes the Investment Adviser nominated in section A (Nomination).
 - If the Policyholder cancels the payment of any ongoing Investment Adviser charges applied to the Policy under section B (Ongoing Investment Adviser Charges).
 - If the Policyholder cancels the application for the Policy within the cancellation period.
 - If the Policyholder assigns the Policy.
 - Any other situation where it is not reasonably possible for Utmost PanEurope to facilitate a payment.
- › The Policyholder should contact their Investment Adviser in the first instance to discuss any ongoing Investment Adviser charges the Policyholder believes should not have been applied to the Policy.
- › The Policyholder cannot cancel an ongoing Investment Adviser charge after it has been paid, and the Policyholder acknowledges that the Policyholder will need to contact the Investment Adviser to discuss whether a refund is payable in full or in part.
- › This instruction is subject to the Policy Conditions of the Policy.

4 The Policyholder understands and accepts that where the ongoing Investment Adviser charge is being facilitated from the Policy

- › The ongoing Investment Adviser charges will only be paid where there is sufficient value and Assets are available to be sold to cover the payment in full.
- › The ongoing Investment Adviser charges apply to the advisory portfolio and will not be reduced if the Policyholder takes a Partial Withdrawal.
- › The Policyholder can cancel the instruction to pay any future ongoing Investment Adviser charges due from the Policyholder's Policy at any time by writing to the address shown on page 1 of this document.

- › Until Utmost PanEurope receives written notification to cancel this instruction, Utmost PanEurope will continue to make payments to the Policyholder's Investment Adviser.
- › It will be the Policyholder's responsibility to settle any outstanding ongoing Investment Adviser charges directly with the Investment Adviser in any of the following circumstances:
 - If the Policyholder changes the Investment Adviser nominated in section A (Nomination)
 - If the Policyholder cancels the payment of any ongoing Investment Adviser charges applied to the Policy under section B (Ongoing Investment Adviser Charges)
 - If the Policyholder cancels the application for the Policy within the cancellation period
 - If the Policyholder assigns the Policy
 - Any other situation where it is not reasonably possible for Utmost PanEurope to facilitate a payment.
- › The Policyholder should contact their Investment Adviser in the first instance to discuss any ongoing Investment Adviser charges the Policyholder believes should not have been applied to the Policy.
- › The Policyholder cannot cancel an ongoing Investment Adviser charge and the Policyholder acknowledges that the Policyholder will need to contact the Investment Adviser to discuss whether a refund is payable in full or in part.
- › This instruction is subject to the Policy Conditions of the Policy.

5 Where the Policy is linked to a Dedicated Internal Fund, the Policyholder acknowledges and agrees that:

- › Any Policy Value based ongoing Investment Adviser charge payments will be based on the last available value for the dedicated Internal Fund held on Utmost PanEurope's records.
- › Due to timing differences, there may be significant market movements between the date when Utmost PanEurope's records were last updated with the value of the dedicated Internal Fund and the date the ongoing Investment Adviser charge is calculated as a percentage of Policy Value for the whole of the Policyholder's Policy.
- › Where the Policyholder requires any adjustment to the ongoing Investment Adviser charge paid by Utmost PanEurope, Utmost PanEurope will not be responsible for making such adjustments and the Policyholder will liaise directly with the Investment Adviser.

6 Investment in Complex Financial Instruments

Complex Financial Instruments may be held with the Custodian listed above or directly with Utmost PanEurope subject to Utmost PanEurope's approval. In order to be eligible to invest in Complex Financial Instruments, as defined in the Policy Conditions, the Policyholder hereby confirms that they satisfy two of the three MiFID criteria of Professional Investor (as outlined below) clearly indicating which criteria they satisfy in the three boxes provided below:

- The Policyholder has carried out transactions, in significant size, on the relevant market at an average frequency of 10 per quarter over the previous four quarters.
- The size of the Policyholder's financial instrument portfolio, defined as including cash deposits and financial instruments exceeds EUR 500 000.
- The Policyholder works or has worked in the financial sector for at least one year in a professional position, which requires knowledge of the transactions or services envisaged.

By ticking this box the Policyholder hereby confirms that they possess the necessary experience, knowledge and expertise to make their own investment decisions and properly understands and/or assesses the risks they incur when investing in Complex Financial Instruments. Lastly the Policyholder do solemnly and sincerely declare that all the information shared by the Policyholder in this declaration is true and correct to the best of its knowledge and belief and the Policyholder shall take full responsibility for its correctness and will not hold Utmost to be liable and/or responsible for any losses incurred whatsoever either directly and/or indirectly by the Policyholder.

The Policyholder understands and accepts that where the ongoing Investment Adviser charge is being

	Policyholder 1	Policyholder 2
SIGNATURE	<input type="text"/>	<input type="text"/>
Print full name	<input type="text"/>	<input type="text"/>
Date	<input type="text" value="d"/> <input type="text" value="d"/> <input type="text" value="m"/> <input type="text" value="m"/> <input type="text" value="y"/> <input type="text" value="y"/> <input type="text" value="y"/> <input type="text" value="y"/>	<input type="text" value="d"/> <input type="text" value="d"/> <input type="text" value="m"/> <input type="text" value="m"/> <input type="text" value="y"/> <input type="text" value="y"/> <input type="text" value="y"/> <input type="text" value="y"/>

A WEALTH *of* DIFFERENCE

www.utmostinternational.com

Utmost PanEurope dac (registered number 311420) is regulated by the Central Bank of Ireland. Registered Office address: Navan Business Park, Athlumney, Navan, Co. Meath, C15 CCW8, Ireland.

Utmost Wealth Solutions is registered in Ireland as a business name of Utmost PanEurope dac.

Utmost PanEurope dac is authorised for the pursuit of the life insurance business in France on a freedom to provide services basis and is duly registered for such purposes with the French Prudential Control and Resolution Authority (Autorité de Contrôle Prudential et de Résolution or 'ACPR') under the number 228159.

UPE PR 12675 | 05/25