

LOAN APPENDIX

APPLICABLE TO THE POLICY AND
EACH POLICY WITHIN THE CLUSTER
OF POLICIES (WHERE APPLICABLE)
'THE POLICIES'

FOR THE FOLLOWING PRODUCTS

Swedish Executive Portfolio (Ref SEP)

Swedish Executive Portfolio - PRIIPS (Ref SEPV2)

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Important note: The product(s) named in this document and to which this document relates is accurate as at December 2021 and is subject to change.
To ensure applicability with respect to a product and, if applicable, a related policy, before taking any action, please liaise with your adviser and/or contact us directly.

A WEALTH *of* DIFFERENCE

www.utmostinternational.com

Calls may be monitored and recorded for training purposes and to avoid misunderstandings.

Utmost PanEurope dac is regulated by the Central Bank of Ireland.

Registered No 311420. Administration Centre for correspondence: King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles.

Tel: +353(0)1 479 3900 Fax: +353(0)1 475 1020.

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.

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The Fixed Account Loan Withdrawal is subject to the following representations, warranties and undertakings given by the Policyholder.

1. REPRESENTATIONS AND WARRANTIES.

The Policyholder represents and warrants to Utmost PanEurope dac ('Utmost International') as follows:

- 1.1 The obligations expressed as being assumed by the Policyholder under the 'Fixed Account Loan Withdrawals' term in the Policy Terms, constitute valid, legal and binding obligations enforceable against the Policyholder in accordance with these terms.
- 1.2 The performance or observance of any obligations under the 'Fixed Account Loan Withdrawals' term in the Policy Terms, and under the Policies generally will not conflict with or result in any breach of any law to which the Policyholder may be subject.
- 1.3 The Policyholder has satisfied themselves that the purchase of the Policies (whether directly, by assignment or otherwise) was not in contravention of any applicable laws of their domicile or country of residence such as may result in the Policies and/or the rights under the Policies being voided, voidable or seized (as the case may be).
- 1.4 The Policyholder is not in default under any contract for security, mortgage, trust deed, agreement or other instrument involving the giving of security under which they are bound.
- 1.5 There exists no mortgage, charge, pledge, lien, encumbrance or other security interest whatsoever over the whole or any part of the Policies.
- 1.6 No litigation or administrative arbitration proceeding before or of any court, governmental authority or arbitrator is presently taking place, pending, or (to the best of the Policyholder's knowledge, information and belief) threatened against them or against any of their assets.

2. UNDERTAKINGS

The Policyholder will:

- 2.1 Not create or permit to subsist any mortgage, charge, pledge, lien, encumbrance or security interest whatsoever over the whole or any part of the Policies.
- 2.2 Give Utmost International notice in writing immediately upon becoming aware of the occurrence of any Event of Default.

3. FIXED ACCOUNT CHARGES

- 3.1 The units allocated to the Policy in respect of the transfer to the Fixed Account will be included in the value of the Policy or the Portfolio Fund for the purpose of calculating any charges based on the value of the Policy or Portfolio Fund. Further information about these charges can be found in the Policy Terms and the Charges Schedule.
- 3.2 This charge will arise on every Quarterly Date (as defined in the Policy Terms) where there are Units remaining in the Fixed Account which represents the outstanding loan withdrawal.

We do not currently impose this charge. If we intend to impose this charge in the future then we will inform you in reasonable time before it is introduced and will issue an amended Charges Schedule including details of the charge.

- 3.3 Any repayment of the loan withdrawal will reduce the Units in the Fixed Account equal to the value of the amount repaid.

4. EVENTS OF DEFAULT

An Event of Default occurs where:

- 4.1 The Policyholder fails to perform and observe any of their obligations under the Policies.
- 4.2 Any representation or warranty made by the Policyholder to Utmost International was incorrect when made.
- 4.3 A material adverse change occurs, in Utmost International's opinion, in the Policyholder's financial condition.
- 4.4 It becomes unlawful or impossible for Utmost International to make or maintain the Fixed Account Loan Withdrawal or if any of the obligations expressed as being assumed by the Policyholder under the Policies cease to be valid, legal and binding and enforceable against the Policyholder in accordance with these terms.
- 4.5 The Policyholder enters into any arrangement with their creditors generally.
- 4.6 The Policyholder has a bankruptcy petition presented against them (or the equivalent in a foreign jurisdiction).
- 4.7 The Policyholder has a receiver appointed over any of their property or assets including a receiver appointed by reason of their mental incapacity.
- 4.8 If in any country in which the Policyholder carries on business or has assets an event occurs which corresponds with or has similar effect to any of the events referred to in 4.5, 4.6 and/or 4.7 or if the Policyholder becomes subject to proceedings or an order, appointment or filing under any applicable insolvency law.

5. CONSEQUENCES OF AN EVENT OF DEFAULT

- 5.1 Utmost International shall be entitled at any time after the occurrence of an Event of Default by notice in writing to the Policyholder to declare that the Fixed Account Loan Withdrawal has become immediately due and payable whereupon the same shall become immediately due and payable and Utmost International shall be entitled to deduct it from the Policy.

I/We agree that the above Loan Appendix should be incorporated into my/our Policies

**SIGNED IN DUPLICATE
BY THE POLICYHOLDER**

Date

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Signed on behalf of Utmost International in confirmation of these amendments to the Policy Terms

AUTHORISED OFFICIAL

Date

d	d	m	m	y	y	y	y
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