

NOMINATION OF EXTERNAL MANAGER AND/OR CUSTODIAN (EMC)



Utmost Wealth Solutions is the brand used by a number of Utmost companies. This item is issued by Utmost Limited.

HOW TO COMPLETE THIS FORM

Please complete this form using **black ink** and **BLOCK CAPITALS**. If you make a mistake, cross it out, put in the correct words and sign your initials next to the correction. **Please do not use correction fluid.**

Throughout this form 'you', 'your', 'I', 'me' and 'my' mean the policyholder and 'Utmost', 'us' and 'our' mean Utmost Limited.

Throughout the form 'EMC' refers to any firm(s) nominated within sections D1 and D2.

Once complete please return this form and any supporting documents to your financial adviser or to Utmost Limited at: **Utmost Limited, Royalty House, Walpole Avenue, Douglas, Isle of Man, IM1 2SL, British Isles.**

This form can be used to nominate or replace an EMC.

If you would like to remove an EMC please send us a signed instruction to the above address or alternatively you can email us at discretionary@utmostwealth.com

| | PAGE | SECTION | REQUIREMENT | TICK SECTIONS COMPLETED |
|-----------------------|------|-------------------------------|-------------|-------------------------|
| Policy details | 3 | B - Policyholder details | Mandatory | |
| | 3 | C - Dealing instructions | Optional | |
| | 4 | D - Nomination of EMC | Mandatory | |
| Declarations | 6 | E1 - Policyholder Declaration | Mandatory | |
| | 7 | E2 - EMC Declaration | | |

Please ensure that all relevant sections of this nomination are completed before submitting.

ONLY THE FIRMS NOMINATED WITHIN THIS FORM ARE AUTHORISED TO PROVIDE SERVICES TO THE UTMOST BOND.


A WEALTH *of* DIFFERENCE

Utmost Wealth Solutions and Utmost Trustee Solutions are brand names used by a number of Utmost companies. This item has been issued by Utmost Limited.

The following companies are registered in the Isle of Man. Utmost Limited (No 056473C), Utmost Administration Limited (No 109218C) and Utmost Trustee Solutions Limited (No 106739C) are regulated or licensed by the Isle of Man Financial Services Authority. Not regulated: Utmost Services Limited (No 059248C). Each has its registered office at: Royalty House, Walpole Avenue, Douglas, Isle of Man, IM1 2SL, British Isles.

The following company is registered in Ireland. Utmost Ireland dac (No 303257) is authorised by the Central Bank of Ireland and regulated by the Financial Conduct Authority in the UK for Conduct of Business Rules. Registered office: Block 2, Harcourt Centre, Harcourt Street, Dublin 2, Ireland.

A IMPORTANT INFORMATION

 In order to nominate an EMC the bond must hold a minimum value of £50,000.

TYPE OF EXTERNAL MANAGER AND/OR CUSTODIAN (EMC)

External Manager - A suitably qualified investment firm that can be nominated to either manage or advise on assets linked to the Utmost bond. The External Manager may be associated with a Custodian, who they will hold an agreement with; in this instance there is no requirement to nominate a Separate Custodian.

Platform Adviser - The party that carries out transactions on a Platform. This will usually be the financial adviser managing the bond. The Platform Adviser can be appointed to manage or advise on the assets linked to the Utmost bond that is held on the Platform. In addition, the Platform Adviser is appointed as an Investment Adviser to manage/advise on the Utmost bond's linked assets held off Platform such as cash deposits.


Separate Custodian - A firm who will hold the assets linked to the Utmost bond. The firm will not provide any services other than those relating to the custody of the assets. This party will have a separate agreement with Utmost.

Platform - A firm that holds custody of the Utmost bond, potentially in addition to other financial products and investments. In relation to this appointment, the Platform will not provide any services other than those related to the custody of assets linked to the Utmost bond. Where the Utmost bond is held on a Platform we will require you to nominate a Platform Adviser.

BASIS OF THE NOMINATION

Advisory - On this basis the External Manager or Platform Adviser will recommend investment transactions to you. The nominated firm will require you to confirm all transactions before the purchase or sale can be actioned. The nominated firm will be required to retain all policyholder agreements on record.

Discretionary - On this basis the External Manager or Platform Adviser will make investment decisions without any specific consultation with you.


 **In either instance, the nominated firm must have the necessary regulatory authorisation to perform these services.** If you are nominating an External Manager or a Platform Adviser, they will be asked to confirm this in the **EMC Declaration** where they sign.

ASSOCIATED CHARGES

There are charges associated with the nomination of an EMC. For more information on these charges please speak to your financial adviser or see our **Guide to charges** available from us on request.

Charges for advice - Where an EMC takes charges for advice, these charges **MUST** be taken from the bond unless otherwise agreed with Utmost. You must complete a copy of the **Adviser charges pack** in all instances, where you can detail any charges agreed.

Where charges for advice are taken or altered you should receive an illustration from your nominated firm clearly reflecting the charges. Your nominated firm should obtain and retain on record your agreement to pay these charges.

 Where there is an existing charge for advice being taken, you should instruct Utmost of its cancellation, otherwise this charge will continue.

B POLICYHOLDER DETAILS

MANDATORY

If there are more than two policyholders, please print this section and complete as needed.

| | | |
|---|-----------------------|-----------------------|
| 1 Policy number (if known) | | |
| | Policyholder 1 | Policyholder 2 |
| 2 Surname | | |
| | | |
| 3 Forename | | |
| | | |
| 4 Full correspondence address (PO Boxes and 'care of' addresses are not acceptable) | | |
| | | |
| | | |
| Postcode | - | - |
| 5 Contact telephone number (including international dialling code) | | |
| 6 Email address | | |

C DEALING INSTRUCTIONS

OPTIONAL

Where you are nominating/replacing an EMC, our default process is to liquidate 100% of existing assets and transfer the cash proceeds to your new EMC.

If you would like to transfer the assets 100% in specie please tick here

Or you can provide alternative dealing instructions below.

| Full fund name | Fund reference/SEDOL/ISIN | % | | |
|----------------|---------------------------|---|--|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

This figure **must** be a % and not a cash value.

Please specify the amount of cash to be retained in the Utmost Dealing Account

If you do not specify an amount to be left in the Dealing Account the investment amount to be held by the EMC will be net of any charges.

NOMINATION OF EXTERNAL MANAGER AND/OR CUSTODIAN (EMC)

D NOMINATION OF EMC **MANDATORY**

D1 EXTERNAL MANAGER OR PLATFORM ADVISER DETAILS

1 The nominated firm is An **External Manager** A **Platform Adviser**

2 What basis will the nomination be made on? A **Discretionary basis** An **Advisory basis**

3 Name of the nominated firm

4 Address

 Postcode

5 Contact name

6 Telephone number (Please include international dialling code)

7 Facsimile number (Please include international dialling code)

8 Email address

9 Where there is an External Manager, will the above firm also organise the custody? Yes

For an explanation of each type of EMC or basis please see section A.

If you need any assistance please give us a call on **+44 (0) 1624 643 345.**

ATTITUDE TO RISK AND INVESTMENT OBJECTIVES

Your investment strategy and risk profiling information is included within the Illustration you should have received. If this has changed please provide details of the revised attitude to risk and investment strategy below.

Unless clearly specified to the contrary, we will rely on the investment strategy and risk profiling information provided within the personal illustration that accompanies this nomination.

NOMINATION OF EXTERNAL MANAGER AND/OR CUSTODIAN (EMC)

D2 SEPARATE CUSTODIAN OR PLATFORM DETAILS

1 The nominated firm is a **Separate Custodian** **Platform**

2 Name of the nominated firm

3 Address

Postcode

4 Contact name

5 Telephone number
(Please include national dialling code)

6 Facsimile number
(Please include international dialling code)

7 Email address

NOMINATION OF EXTERNAL MANAGER AND/OR CUSTODIAN (EMC)

E1 POLICYHOLDER DECLARATION

MANDATORY

I request and agree the EMC I have specified in section D is appointed in accordance with my wishes set out in that section, to advise and/or manage the External Account (the Account) to which the performance of my bond is linked. The EMC, Utmost or I may terminate this appointment at any time by giving written notice to all other parties.

I am aware this appointment will be based on terms agreed between the EMC and Utmost. Some of the most important terms have been set out below.

I confirm my understanding and agree that where applicable:

- › My adviser has explained Utmost’s charges associated with this nomination.
- › Utmost will recover any necessary money from the Account to cover Utmost’s fees and expenses, as detailed in the Policy Schedule, Provisions and fund rules.
- › Utmost shall not be responsible for any loss or liability to the Account (a) resulting from this appointment, or (b) from services rendered or procured by the EMC to Utmost.
- › There are risks associated with the appointment of an EMC, where the EMC is responsible for the selection and/or safe keeping of the assets linked to the bond.
- › Utmost is, and must remain, the beneficial owner of all assets linked to the bond. Further to this, Utmost has the right to place trading instructions directly with the EMC at any time without requiring my approval. This may affect the value of the bond. Where there are conflicting instructions, Utmost’s instructions override my or EMC instructions.
- › I have no legal right to the investments held by the EMC. I may not give any direct instructions to the EMC regarding the investments, including instructions relating to the selection of assets, or with respect to withdrawals or surrenders. Further I may not give any legal charge, pledge or lien over the Account, nor may I instruct the EMC to give any guarantee, indemnity or counter-indemnity in favour of any person or company.
- › The investment objectives and attitude to risk information set out in section D1 is held by Utmost for its information only. The EMC will be responsible for ensuring compliance with the objectives and risk information.
- › The range of assets available is restricted in line with Utmost’s Investment Guidelines. If assets other than the restricted range are linked to the bond, it could be deemed highly personalised and may be subject to penal taxation. Further to this, Utmost is not responsible for monitoring the bond’s assets or for any cost resulting from a breach of these restrictions.
- › Utmost’s ability to sell, reinvest or pay cash in a timely manner can be restricted by certain types of assets your EMC can hold. Utmost reserves the right to delay settlement or reinvest at its discretion.

I agree and understand that the EMC:

- › May take charges for services other than advice, including those for transactions and/or custody services provided, as detailed under the standard charges section of their terms and conditions or as agreed separately with me. The EMC will deduct such charges for transactions and/or custody services directly from the Account.
- › Is authorised by Utmost to take the agreed fees from the Account and make any separate investment management service payments on its behalf.

I promise that I will be responsible for reimbursing Utmost for any costs, losses and/or expenses incurred by Utmost as a result of any legal claims, complaints or proceedings brought by any party in respect of loss arising from the services and performance of the EMC, including those described above.

I confirm that the above statements have been explained to me by my adviser and that I understand and agree to them.

Policyholder(s) signature(s)

| | Individual/Trustee/Authorised Signatory 1 | Individual/Trustee/Authorised Signatory 2 |
|------------------|---|---|
| SIGNATURE | <div style="border: 1px solid black; height: 40px;"></div> | <div style="border: 1px solid black; height: 40px;"></div> |
| Print full name | <div style="border: 1px solid black; height: 20px;"></div> <div style="border: 1px solid black; height: 20px;"></div> | <div style="border: 1px solid black; height: 20px;"></div> <div style="border: 1px solid black; height: 20px;"></div> |
| Date | <div style="border: 1px solid black; display: flex; justify-content: space-between; padding: 2px;"> ddmmyyyy </div> | <div style="border: 1px solid black; display: flex; justify-content: space-between; padding: 2px;"> ddmmyyyy </div> |

If you do not understand any part of this declaration please speak to your financial adviser or your EMC as appropriate.

If there are charges for advice, other than Investment Adviser Charges relating to the assets linked to the Utmost bond, they will be treated as withdrawals that form part of your 5% annual tax deferred entitlement.

SIGNATURE
Please ensure that ALL policyholders sign here.

NOMINATION OF EXTERNAL MANAGER AND/OR CUSTODIAN (EMC)

E2 EMC DECLARATION

MANDATORY

I the undersigned, being an authorised signatory of the EMC, **agree on behalf of the EMC** that:

- › The following responsibilities of the EMC are always subject to Utmost’s right to give instructions directly to the EMC. The EMC should always be aware of and comply with the Terms agreed with Utmost.
- › The EMC is authorised to buy and sell assets on behalf of Utmost and, unless written authorisation stating otherwise is provided by Utmost, all investments must be in accordance with the Investment Guidelines provided to the EMC by Utmost. Utmost reserves the right to refuse individual assets for investment at its discretion.
- › If the agreed investment strategy is changed, the EMC will provide Utmost with details of the new investment strategy or objectives that have been agreed by the Policyholder.
- › Changes to the basis of this nomination, whether discretionary, advisory or otherwise, may only be made with Utmost’s prior written authority.
- › The External Account will not be more than 100% invested (i.e. no overdrawn positions shall be created), nor any other commitments made beyond the amount of the investible cash available in the Account without Utmost’s prior written approval.
- › The EMC is responsible for ensuring that it acts within the limits of the authority set out in this agreement and the terms agreed with Utmost.
- › Where the conditions of this appointment conflict with the standard terms and conditions these conditions will prevail.

Where charges for advice are agreed the EMC:

- › Cannot take such charges via the Account unless Utmost has given prior written consent.
- › Will provide the Policyholder with an illustration clearly reflecting the charges.
- › Will retain on record the Policyholder’s agreement to pay such charges.

Where the EMC holds custody of the assets, it will hold all assets to the beneficial ownership of Utmost.

Where you have been nominated to manage, advise on and/or hold the bond’s linked assets, please indicate which of the following regulatory authorisations you currently hold:

| | | |
|---|----------------------------------|--------------------------|
| 1. FCA permission Managing Investments (article 37) | | <input type="checkbox"/> |
| 2. FCA permission Advising on Investments (article 53) | | <input type="checkbox"/> |
| 3. FCA permission Arranging safeguarding and administration of assets (article 40) | | <input type="checkbox"/> |
| 4. Isle of Man FSA regulated | Class 2 | <input type="checkbox"/> |
| | Class 3 | <input type="checkbox"/> |
| 5. Jersey FSC regulated | Class B <input type="checkbox"/> | <input type="checkbox"/> |
| | Class C | <input type="checkbox"/> |
| | Class D | <input type="checkbox"/> |
| 6. Guernsey FSC regulated Category 1 and 2 Restricted Activities held to | Advise on investments | <input type="checkbox"/> |
| | Act as discretionary manager | <input type="checkbox"/> |

NOMINATION OF EXTERNAL MANAGER AND/OR CUSTODIAN (EMC)

By signing below **the EMC confirms** that:

- › It has the necessary authorities under the legislation and regulations in its regulatory jurisdiction to act in the capacity of this nomination and will remain authorised and comply with the rules of the appropriate regulatory bodies whilst acting in this capacity. The EMC shall notify Utmost of any changes to its regulatory authorisation, including any disciplinary action taken against it, relevant to this nomination. The EMC confirms it is willing and able to select and/ or hold assets in the Account in accordance with the investment strategy and/or objectives agreed with the Policyholder where applicable.
- › It accepts full responsibility and legal liability for loss, damages or expenses which it or any other party may suffer or incur, directly or indirectly, as a result of acting outside the limits of this authority and promises to reimburse Utmost for any costs, claims, damages or liabilities incurred by Utmost as a result of acting in its appointed capacity.
- › It promises not to make or bring any formal or informal legal claims, complaints or proceedings against Utmost in respect of its activities under this limited investment authority.

Signature on behalf of the nominated EMC

| | | | | | | | | | | | | | | | | | | | |
|--|--|------------------------------------|------------------|---|---|---|---|---|---|--|---|---|---|---|---|---|---|---|--|
| | External Manager/Platform Adviser | Separate Custodian/Platform | | | | | | | | | | | | | | | | | |
| SIGNATURE Authorised signature on behalf of the nominated firm | | | SIGNATURE | | | | | | | | | | | | | | | | |
| Date | <table border="1" style="border-collapse: collapse; width: 100%; height: 20px;"> <tr> <td style="width: 12.5%; text-align: center;">d</td> <td style="width: 12.5%; text-align: center;">d</td> <td style="width: 12.5%; text-align: center;">m</td> <td style="width: 12.5%; text-align: center;">m</td> <td style="width: 12.5%; text-align: center;">y</td> <td style="width: 12.5%; text-align: center;">y</td> <td style="width: 12.5%; text-align: center;">y</td> <td style="width: 12.5%; text-align: center;">y</td> </tr> </table> | d | d | m | m | y | y | y | y | <table border="1" style="border-collapse: collapse; width: 100%; height: 20px;"> <tr> <td style="width: 12.5%; text-align: center;">d</td> <td style="width: 12.5%; text-align: center;">d</td> <td style="width: 12.5%; text-align: center;">m</td> <td style="width: 12.5%; text-align: center;">m</td> <td style="width: 12.5%; text-align: center;">y</td> <td style="width: 12.5%; text-align: center;">y</td> <td style="width: 12.5%; text-align: center;">y</td> <td style="width: 12.5%; text-align: center;">y</td> </tr> </table> | d | d | m | m | y | y | y | y | |
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