

# APPOINTMENT OF FUND ADVISER FORM

Utmost Wealth Solutions is the brand name used by a number of Utmost companies. This item has been issued by Utmost PanEurope dac.

## IMPORTANT NOTES

Please ensure that all sections are fully completed. In this form words in the singular shall include the plural and vice versa.

### HOW TO COMPLETE THIS FORM

This form should be **completed by the Owner(s)** using **blue or 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. **Do not use correction fluid.**

### HOW WE USE YOUR INFORMATION

Our Privacy Statement explains when and why we collect personal information about our customers, how we use it, the conditions under which we may share it with others and how we keep it secure. It also explains how long we keep customer information for, how a customer can obtain details of the information we keep and the choices customers have about how we use that information. You can find a copy at [www.utmostinternational.com/privacy-statements](http://www.utmostinternational.com/privacy-statements) or you can request a copy from our Client Relations Team.

### WHAT TO DO WHEN YOU HAVE COMPLETED THIS FORM

Our preference is to receive documentation scanned and emailed. Please return the completed form(s) and supporting suitably certified documentation to [Info@UTMOST.ie](mailto:Info@UTMOST.ie).

If you are unable to send documentation electronically, it can be posted to Utmost PanEurope dac, Bishop's Square, Redmond's Hill, Dublin 2, 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.

## A FUND ADVISER

1 Name of Fund Adviser

2 Address

Postcode  -

3 Telephone number

4 Fax number

Authorisation or licence under which the Fund Adviser is appointed to give investment advice (e.g. in the United Kingdom, specify self-regulatory organisation or recognised professional body of which a member).

5 Class of Membership

6 Reference Number

With reference to my/our application dated

(or policy number (if known) ),

## A WEALTH *of* DIFFERENCE

[www.utmostinternational.com](http://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.

UIC PR 00155 | 01/24

I/we request the appointment of the above named to act on my/our behalf as Fund Adviser ("the Adviser") to the contract which my/our investment is to be linked and to comply fully with the investment objectives, policies and strategies of Utmost PanEurope dac's range of internal investment funds, subject to the terms and conditions set out below in section B.

I/We authorise and request Utmost PanEurope dac to enter into any formal agreements required by the Adviser to further this appointment provided such agreements are acceptable to Utmost PanEurope dac. I/We agree that Utmost PanEurope dac shall not be liable or responsible for:

- a) any loss or expense suffered by the Owner(s) of or any person interested in this arrangement resulting whether directly or indirectly from the operation of this agreement including any advice given or investment or administration services rendered by the Adviser to Utmost PanEurope dac and/or the Owner(s) of the contract.
- b) any other act or omission on the part of the Adviser giving rise to any reduction in the value of these products or loss or expense to the Owner(s) of or any person interested in it howsoever arising (including, but without limitation of the foregoing, failure to on the part of the Adviser to produce a reasonable investment return in relation to the arrangements made).

I/We for myself/ourselves and my/our estate(s) agree to indemnify and keep indemnified Utmost PanEurope dac from and against:

- i) any loss, expense (including any cost of enforcement), liability (including any tax liability), claim damages, demand or action which Utmost PanEurope dac incurs or suffers in respect of any loss, expense or liability detailed above, and
- ii) all loss, expense or liability howsoever arising from or in respect of the activities and performance of the Adviser (including, but without limitation of the foregoing, the cost of defending in any court of law any such claim demand or action against Utmost PanEurope dac).

However, these provisions shall not operate to exclude any liability of Utmost PanEurope dac or provide any right for Utmost PanEurope dac to be indemnified in respect of any contravention by it of any provisions of, or of any conduct of business rules applicable to it by virtue of, the Financial Services Act 1986 in the United Kingdom so far as such provisions and rules are applicable to Utmost PanEurope dac.

NOT FOR DISTRIBUTION IN THE USA OR CANADA

## B DECLARATION

I/We acknowledge that I/we have authorised the Adviser to give investment instructions (and services) to Utmost PanEurope dac relating to applicable contract or Utmost PanEurope dac's products. Such permission by Utmost PanEurope dac shall not operate as a representation as to the likely performance of any particular asset.

- a) The Adviser undertakes to maintain all such authorisations, licences and permits as are necessary to act as Adviser under the legislation and regulations currently in force in each country from which advice is given. Where the Adviser is carrying on investment business in the United Kingdom, the Adviser must be duly authorised and/or exempted as required under the Financial Services Act 1986 in the United Kingdom and act in compliance with all applicable conduct of business rules.
- b) This appointment may be terminated by the Owner(s) of the contract, the Adviser or Utmost PanEurope dac at any time by anyone of them giving written notice to all other parties. No minimum period of notice or reasons are required. This agreement shall immediately terminate (without notice) on the death, bankruptcy, dissolution or insolvency of the Adviser or if the Adviser agrees any compensation with its creditors or if it becomes illegal for the Adviser to provide any of the services it has agreed to be provided pursuant to this agreement, provided that Utmost PanEurope dac shall not incur any liability in relying on the Adviser until it has notice of such termination where it is automatic as above.
- c) Utmost PanEurope dac may reject advice given by the Adviser if, in the opinion of Utmost PanEurope dac, extreme or unusual circumstances apply. Utmost PanEurope dac need not provide reasons for any rejection for such advice and shall not be liable for any loss or expense suffered by the Owner(s) of the contract or any other interested party as the result of the rejection or non-rejection of the advice.
- d) This agreement shall be governed by the laws of the Republic of Ireland.
- e) I confirm I have received, read and understood all the relevant product disclosures.

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	Owner 1	Owner 2	
<b>SIGNATURE</b>	<input type="text"/>	<input type="text"/>	<b>SIGNATURE</b>
Print full name	<input type="text"/> <input type="text"/>	<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"/>	
	<b>Fund Adviser</b>		
<b>SIGNATURE</b>	<input type="text"/>		<b>SIGNATURE</b>
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"/>		