# APEX (PORTUGAL)

utmost WEALTH SOLUTIONS

## APPLICATION FORM FOR INDIVIDUALS

For help completing this form refer to our Apex (Portugal) Guide for Individual Applicants.

Complete this form using **black** or **blue 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**.

Once completed, arrange for your Insurance Intermediary to return this form and any supporting documents directly to: Utmost PanEurope dac, Navan Business Park, Athlumney, Navan, Co. Meath, C15 CCW8, Ireland.

Capitalised terms used and not defined in this Application Form shall have the meaning given to them in the Policy Conditions applicable to Apex (Portugal).

The information provided and statements made in this Application Form shall form (together with the Policy Conditions, the Schedule of Policies, any relevant written statements made by you and/or the Life Assured relating to the Life Insurance Policy, any notifications of changes and all endorsements issued by Utmost PanEurope dac and the other documents or statements referred to in Section 5 (Contract) of the Policy Conditions) the basis of your life insurance agreement with Utmost PanEurope dac.

	PAGE	SECTION	REQUIREMENT	TICK SECTION COMPLETED
Applicant and	2	A - Request for English language	Mandatory	
Policy details	2	B - Policy details	Mandatory	
	2	C - Politically Exposed Persons details	Mandatory	
	3	D - Applicant details	Mandatory	
	4	E - Additional life assured details	Optional	
	5	F - Nomination of Beneficiaries	Mandatory	
	6	G - Premium details	Mandatory	
	8	H - Source of Wealth	Mandatory	
	10	I - Product fit assessment	Mandatory	
	11	J - Regular withdrawals	Optional	
	12	K - Identification requirements	Mandatory <sup>1</sup>	
	13	L - Insurance Intermediary details	Mandatory <sup>1</sup>	
	16	M - Investment options	It is mandatory for you to	
	16	N - Open Architecture	complete at least one of these sections.	
	18	O - Discretionary Fund Manager or Platform	Optional	
Declarations	19	O4 - Platform Adviser declaration	Mandatory <sup>1</sup> if section O3 is completed	
	21	O5 - Applicant declaration	Mandatory if section O1 or O3 is completed	
	23	P - Standard Applicant declaration	Mandatory	

Ensure that all relevant sections of this application are completed before submitting.

<sup>&</sup>lt;sup>1</sup> Insurance Intermediary to complete.

A REQUEST FOR ENGLISH LANGUAGE	MANDATORY					
<ul> <li>I request the contractual language of Apex (Portugal) to be the English language, and that all pre-cont declarations, representations, notices and future communications, endorsements, etc., during the terr (Portugal) are also to be in the English Language.</li> <li>Solicito que a língua inglesa seja a língua do contrato do Apex (Portugal), e que a totalidade das decla</li> </ul>	n of Apex					
contratuais, afirmações, notificações e comunicações futuras, aditamentos, etc., durante a vigência do Apex (Portugal) sejam também redigidos na língua inglesa.						
<ul> <li>I confirm I can read and fully understand the English language. Portuguese translations will be provide Request.</li> </ul>	ed upon Written					
<ul> <li>Confirmo que consigo ler e compreender a língua inglesa. Traduções em língua portuguesa serão dis mediante simples solicitação.</li> </ul>	ponibilizadas,					
<ul> <li>By completing and signing this application, you agree to the terms outlined above.</li> <li>Ao assinar o presente boletim, aceita os termos acima descritos.</li> </ul>						
B POLICY DETAILS	MANDATORY					
1 Life Assurance Basis						
Single Life Multiple Lives First Death Multiple Lives Last Death	Your Insurance Intermediary will provide you with details of the relevant charging structure for your Life Insurance Policy.					
3 Provide a copy of your Personal Illustration and/or enter your Personal Illustration reference number						
an illustration for ID can be found	port team produced or you, a five digit case d on page one of the tt to the client's name.					
5 Currency         Euro       Pound Sterling         US Dollar       Swiss Franc	Once your Life Insurance Policy is established you cannot change the currency of the Life Insurance Policy.					
6 Number of Policies If you do not specify the number of Policies, we will issue the maximum available for the investment amount.	The number of Policies available is subject to a minimum investment of €500 in each. The maximum number of Policies is 9,999.					
C POLITICALLY EXPOSED PERSONS DETAILS	MANDATORY					
Under our current anti-money laundering obligations we are required to identify any persons associated with this application who could be classed as a Politically Exposed Person (PEP). A PEP is a term used to describe someone who is currently, or has previously been, entrusted with prominent public functions or responsibilities, for example: a Head of State, a holder of a senior political or government post, a senior member of the Judiciary or the Military, a senior employee of a State Owned Corporation, or a board member of a Central Bank. Immediate family members or close associates of a PEP should be considered a PEP in their own right. Provide details in the box below of any persons that could be considered to be a PEP (as defined above) in relation to this application. Non-completion confirms that there are no associated Politically Exposed Persons: This includes a list of those parties considered to be close relatives.						

D	APPLICANT DETAILS		MANDATORY
1	Is the Applicant to be a Life Assured?	Applicant 1     Applicant 2       Yes     No   Yes	If no, or there are additional Lives Assured, please complete section 2. Attach details
2 3	Title (Mr, Mrs, Miss or Other) Gender	Male Female Male Female	of additional Applicants securely to this form.
4	Surname		
5	Maiden name or any previous names		
6	Forenames (in full)		
7	What is the relationship of Applicant 1 to Applicant 2?		
8	Nationality		
9	Date of birth	d d m m y y y y d d m m y y y y	
10	Country of birth		
11	Country of current domicile	United Kingdom United Kingdom	If your domicile Q at the time of
		Other Other	application is the United Kingdom
12	Permanent residential address (PO Boxes and 'care of' addresses are not acceptable)		(which includes England and Wales, Scotland or Northern Ireland) you should read and understand the additional declaration in
	Postcode		section P (Applicant declaration).
13	Full correspondence address (Only required if it differs from the permanent residential address)		Domicile is a complex matter and more information on domicile can be obtained by speaking with your Insurance Intermediary.
	Postcode		
14	Email address		
15	Contact telephone number (please include country code)		
16	Country of tax residency		
17	Portuguese Tax Identification Number		
18	US Tax Identification Number (T.I.N)		
19	Other tax reference number(s)		

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OPTIONAL

### Е

#### You should only complete this section if:

- > the Lives Assured details are different to the Applicant(s) details in section D, or
- you wish to appoint additional Lives Assured. >

		Additional Life	Assured 1	Add	litional Life	Assure	d 2	
1	Title (Mr, Mrs, Miss or Other)							To appoint more Q
2	Gender	Male	Female		Male		Female	than two Lives Assured photocopy this page, complete
3	Surname							and attach it securely to this
4	Maiden name or any previous names							form. You can have a maximum of six Lives Assured.
5	Forenames (in full)							
6	Permanent residential address (PO Boxes and 'care of' addresses are not acceptable)							
	Postcode		_			-		
7	Occupation and nature of employment							
8	Tax Identification Number							
9	ID card number							
10	Telephone number (including country code)							
11	Email address							
12	Country of current domicile	United King	gdom		United Ki	ngdom		
		Other			Other			
13	Nationality							
14	Date of birth	d d m m	у у у у	d	d m ı	m y	у у у	
15	Country of birth							
16	Country of residence							
17	Relationship to Applicant(s)							
0	consent to being the Life Assu Id. I will provide Utmost PanEu ocumentation that they reque	urope dac (Utmos						

- > I consent to the appointment of the Beneficiaries listed in the Nomination of Beneficiaries section.
- > I acknowledge and understand that Utmost PanEurope must obtain, process and record my personal data which may include personal sensitive data relating to health for the purposes of providing a Policy of life insurance.

#### Signature of first Additional Life Assured Signature of second Additional Life Assured

SIGNATURE																		SIG	VAT	URE
Date	d	d	m	m	у	у	у	у	d	d	m	m	у	у	у	у				

#### F NOMINATION OF BENEFICIARIES

MANDATORY

I revocably appoint the	following as Benef	ficiary of Apex	(Portugal) with th	e percentage share:
	J		( · · · · · · · · · · · · · · · · · · ·	

Name (name of entity)	Address	Identity card number (Entity registration number)	Taxpayer number	% c ber	% of benefits			Date of birth								
							d	d	m	m	у	у	у	у		
	Postcode															
							d	d	m	m	у	у	у	у		
	Postcode															
							d	d	m	m	у	у	у	у		
												-				
	Postcode															
							d	d	m	m	у	у	у	у		
	Postcode															

#### **Total Benefit 100%**

Tick this box if you wish to keep confidential the identity of the Beneficiary(ies) designated for the purposes of Decree-Law n. 384/2007, of 19 November, as amended, and its implementing regulations.

#### IRREVOCABLE BENEFICIARY / SPECIAL INSTRUCTIONS

The Applicant may specify confidentially in this section if they wish to appoint an irrevocable Beneficiary, or specify to whom benefit payments should be made if the Beneficiary specified above is not alive at the time the relevant benefit becomes payable, or if the Beneficiary declines to accept the benefit. Please write your confidential instructions clearly.

Where the Applicant is appointing an irrevocable Beneficiary the following section must be signed by the irrevocable Beneficiary:

- > I consent to be an irrevocable Beneficiary
- > I request and consent to the Applicant(s) giving the sole instruction regarding any investment instructions including buying, selling and switching external funds as well as selecting Discretionary Fund Managers and Platforms
- > I understand that my signature will be required, along with the Applicant(s), for other transactions such as surrenders, withdrawals, pledges and assignments.

	First irrevocable Beneficiary	Second irrevocable Beneficiary
SIGNATURE		SIGNATURE
Print full name		
Date	d d m m y y y y	d d m m y y y y

C	G PREMIUM DETAILS		MANDATORY			
Th	The minimum premium permitted is €100,000/£90,000/US\$110,000/CHF110,000.		Refer to the Q			
1	1 Total payment (monetary amount)		Apex (Portugal) Guide for Individual Applicants or speak			
2	2 Currency of investment Euro Pound US Sterling Dollar	Swiss Franc	to your Insurance Intermediary for more details.			
For security and speed our preferred method is Telegraphic Transfer. Your premium should be transferred by Telegraphic Transfer/International Payment using the bank details listed below.						

### OUR BANK DETAILS

#### FOR PAYMENTS SENT IN GBP

FOR PAYMENTS	Reference the Q Life Insurance	
Address	Citibank Europe plc, 1 North Wall Quay, Dublin 1, Ireland	Policy number or
Swift Code	CITIIE2X	the client's name on
Sort Code	99-00-51	the bank payment.
IBAN	IE16CITI99005127954510	
Account Number	27954510	
Account Name	Utmost PanEurope dac APEX Premium GBP	

#### FOR PAYMENTS SENT IN EUR

Address	Citibank Europe plc, 1 North Wall Quay, Dublin 1, Ireland
Swift Code	CITIIE2X
IBAN	IE38CITI99005127954502
Account Number	27954502
Account Name	Utmost PanEurope dac APEX Premium EUR

#### FOR PAYMENTS SENT IN USD

Address	Citibank Europe plc, 1 North Wall Quay, Dublin 1, Ireland
Swift Code	CITIIE2X
IBAN	IE85CITI99005127954529
Account Number	27954529
Account Name	Utmost PanEurope dac APEX Premium USD

#### FOR PAYMENTS SENT IN CHF

Address	Citibank Europe plc, 1 North Wall Quay, Dublin 1, Ireland
Swift Code	CITIIE2X
IBAN	IE22CITI99005127954499
Account Number	27954499
Account Name	Utmost PanEurope dac APEX Premium CHF

#### BANK ACCOUNT DETAILS

Name of account holder	
Account number	
Bank sort code	(must be 6 digits)
Building Society roll number (if applicable)	
Bank BIC/Swift code	
IBAN	
Bank/Building Society name	
Address of bank	
Postcode	

Provide the details of the bank account that the premium is being paid from.

If you decide not to proceed with the investment and you have sent a payment to us then you will only receive back the payment without any interest added. For information regarding what happens if you decide to cancel the Life Insurance Policy during the 30 day cooling-off period, see the Key Information Document for this product.

#### H SOURCE OF WEALTH

MANDATORY

#### CURRENT/PREVIOUS EMPLOYMENT DETAILS

#### This must be completed for all Applicants in every instance.

	Applicant 1	Applicant 2				
Occupation and name of employer (if retired previous occupation and name of last employer)						
Year of retirement (if applicable)	у у у у	у у у у				
Total annual income						

#### SOURCE OF WEALTH

You should tick all appropriate boxes and enter the percentage from each, then answer the relevant questions on the following pages. If necessary, continue on a separate sheet of paper. Applicants are required to sign the sheet and attach it to this form.

SOURCE(S)	ТІСК ВОХ	%
Savings from employment income		
Property sale		
Competition or gambling win		
Gift		
Share sale		
Compensation payment		
Company sale or the sale of your interest in the company		
Inheritance		
Maturing investments or policy claims		
Pension income		
Other sources		

All investments are assessed on a case by case basis; depending on the answers provided in this application we may request independent evidence of source of wealth. We are able to accept scanned copies of source of wealth evidence.

Provide as much detail as possible. If it is unclear how the money was accumulated, we will request further information. The Life Insurance Policy will not be issued until the information is received and a satisfactory risk assessment is completed.

#### SOURCE INFORMATION

Provide details in regard to the source of your investment in accordance with the table below.
1
2
3
4
5
6
7
Where have the funds been held since receipt?

Using the table below will help confirm the necessary details within the application form along with details of where the funds have been held since receipt.

SOURCE(S)	INFORMATION TO BE PROVIDED
Savings from employment income	<ol> <li>Name of employer</li> <li>Postcode of employer</li> <li>Nature of employer's business</li> <li>Income last year (approximately)</li> <li>Bonus last year (approximately)</li> </ol>
Property sale	<ol> <li>Address of property sold (including postcode)</li> <li>Amount personally received</li> <li>Date of purchase</li> <li>Date of sale</li> </ol>
Competition or gambling win	<ol> <li>Description of win</li> <li>Total amount won</li> <li>Date of win</li> <li>Name of organisation</li> </ol>
Gift	<ol> <li>Who the gift was from</li> <li>Their address (including postcode)</li> <li>Relationship to the person</li> <li>Reason for gift</li> <li>How the funds were originally accumulated</li> <li>Date gift received</li> <li>Amount of gift</li> </ol>

SOURCE(S)	INFORMATION TO BE PROVIDED
Share sale	<ol> <li>What shares were held</li> <li>Amount of proceeds from sale</li> <li>How they were sold (bank, stockbroker etc)</li> <li>Their address inc postcode (bank, stockbroker etc)</li> <li>Date shares were sold</li> <li>How long the shares were held</li> </ol>
Compensation payment	<ol> <li>Name of payer</li> <li>Amount received</li> <li>Date amount received</li> <li>Reason for payment</li> </ol>
Company sale or the sale of your interest in the company	<ol> <li>Name and address of the company (including postcode)</li> <li>Company registration</li> <li>Nature of the company's business</li> <li>Amount of sale proceeds</li> <li>Amount personally received</li> <li>Date amount received</li> </ol>
Inheritance	<ol> <li>Name of the person who left the inheritance</li> <li>Relationship to this person</li> <li>Amount personally received</li> <li>Date inheritance received</li> </ol>
Maturing investments or policy claims	<ol> <li>Name of company the proceeds came from</li> <li>How long you held the investment/policy</li> <li>Amount received</li> <li>Date proceeds were received</li> </ol>
Pension income	<ol> <li>Name of pension organisation</li> <li>Amount of lump sum</li> <li>Date lump sum was received</li> <li>Pension income received last year</li> </ol>
Other sources	<ol> <li>What type of income it was</li> <li>Amount</li> <li>Date received</li> <li>Details of where the income came from</li> <li>Frequency of income</li> </ol>

#### PRODUCT FIT ASSESSMENT

MANDATORY

1 What percentage of the total value of your net liquid assets (all financial instruments excluding real estate, precious metals and net of loans) do you plan to invest in the Life Insurance Policy?

More than 75%

Between 75% and 50%

Between 50% and 25%

Less than 25%

2 What probability is there that you will have to fully surrender the Life Insurance Policy in the 3 years following the beginning of the insurance agreement?

High (more than 50%)

Medium (20% to 50%)

Low (less than 20%)

**3** How willing are you to take risks (and affect the possible return on the investment as a consequence) in relation to the product proposed?

NONE: I am not prepared to accept any fluctuations in the value of the Life Insurance Policy	
SOME: I am prepared to accept some fluctuations in the value of the Life Insurance Policy in the short term	

OPTIONAL

#### J REGULAR WITHDRAWALS

There is a minimum of €300 per payment (or currency equivalent: £200 / US\$400 / CHF400). Payments will only be made in the currency of the Life Insurance Policy at the end of each payment frequency option.

		Annual monetary amount (€/£/US\$	% of premiur	n				
1	l would like to withdraw (per annum)		or %					
2	Frequency of payments	Monthly Quarterly		Half-yearly	Yearly		specified will be divided by the frequency you	
3	Payment to start	d d m m y y y					specify.	
		As soon as possible (30 day	s after i	nception)				
*D	elete as applicable							

An IBAN and Swift/BIC are required for all European payments. All payments are made in the currency in which the Life Insurance Policy is denominated and will be paid by electronic transfer to the Policyholder's bank account only.

Do you wish the withdrawals to be paid to the bank account specified in section G?

Yes

If you wish to specify a different account, opened in the name of the Policyholder, enter the bank account details that withdrawals will be sent to:

1	Name of account holder											 	
2	Account number												
3	Bank sort code			_		_		) (mu	st be	6 digi	ts)		
4	Building Society roll number (if applicable)												
5	Bank BIC/Swift code												
6	IBAN												
7	Bank/Building Society name												
8	Address							 				 	 
9	Postcode				-								
10	Telephone number (including international dialling code)												
11	How long has the account bee	en he	eld?			Yea	ars						

Payments of regular withdrawals to third parties are only considered in exceptional circumstances. For more information see the accompanying **Apex (Portugal) Guide for Individual Applicants**. If you have any questions regarding payments of regular withdrawals to third parties, contact our Administration Support team on **00 353 1 636 9383** or email adminsupport@utmost.ie

#### K IDENTIFICATION REQUIREMENTS (To be completed by the Insurance Intermediary) MANDATORY

Under anti-money laundering regulations we are required to verify the identity and address of all Applicant(s) related to a life insurance agreement.

Below you will find the standard minimum requirements. In some circumstances we may request additional information.

We require one suitably certified document from Part 1 together with one suitably certified document from Part 2.

#### PART 1 - PERSONAL IDENTITY

	Applicant 1	Applicant 2	Applicant 3	Applicant 4*
<b>1</b> Valid passport				
2 Government issued document (with photograph)				
<b>3</b> A current driving licence				

In exceptional circumstances, where you cannot supply an item from Part 1, tell us why in the box below.

For details on what you need to do next refer to the Apex (Portugal) Guide for Individual Applicants.

#### PART 2 - VERIFICATION OF ADDRESS

	Applicant 1	Applicant 2	Applicant 3	Applicant 4*	
1 A recent utility bill dated and certified within the last six months					
2 Rates or council tax bill dated and certified within the last year					
3 An account statement from bank or bank credit card dated and certified within the last six months					
<b>4</b> A recent mortgage statement, giving the residential address					
5 A current driving licence					
Continue on a separate sheet of	paper should the	ere be more indivi	duals to be ident	ified	If a driving licence is bei

\*Continue on a separate sheet of paper should there be more individuals to be identified. (Mobile phone bills, store cards and online statements are not acceptable. Documents must be the most recent available.)

# If there are other parties to the application not quoted on the form, have you enclosed a copy of their identification requirements and can you confirm that you have seen the originals of such evidence?

(Ensure that any separate list includes the name of each applicant and is signed by the certifier.)

used in Part 1, it

cannot be used

Yes

in Part 2, and vice versa.

#### INSURANCE INTERMEDIARY DETAILS

1	Insurance Intermediary company (the Insurance Intermediary)	
2	Utmost PanEurope dac broker number	
3	Registration number	
4	Name of adviser (acting on behalf of the Insurance Intermediary)	
5	Commission required	Initial
6	Office Address	
	Postcode	

#### L1 INSURANCE INTERMEDIARY FUND AUTHORISATION

Tick this box if the Applicant(s) wishes to instruct Utmost PanEurope dac to execute external fund/asset choices directly themselves, subject to the terms below.

Tick this box if the Applicant(s) wishes to authorise the Insurance Intermediary named in section L to instruct Utmost PanEurope dac on their behalf to execute external fund/asset choices, subject to the terms set out below. This option is only applicable where the Applicant(s) has not nominated a Discretionary Fund Manager or Platform under section O.

- > The Applicant(s) understands and agrees that he/she/they are responsible for all decisions relating to External Fund/asset choices, switches and redirections.
- > Where the Applicant(s) opts to instruct Utmost PanEurope dac ("Utmost PanEurope") to execute External Fund/asset choices themselves, the Applicant(s) understands and agrees the following:
  - i. Utmost PanEurope is not responsible for any error or omission by the Applicant(s) regarding the selection of External Fund/asset choices or the instructions provided to Utmost PanEurope.
  - ii. Utmost PanEurope is entitled to execute the External Fund/asset choices based on the instructions received from the Applicant(s) without any further consultation.
  - iii. Utmost PanEurope may refuse to accept instructions regarding fund/asset choices, switches or redirections from the Applicant(s) at any time at its absolute discretion.
- Where the Applicant(s) opts to authorise the Insurance Intermediary named in section L, to instruct Utmost PanEurope on their behalf to execute External Fund/asset choices, the Applicant(s) understands and agrees the following:
- i. The Applicant(s) is appointing the Insurance Intermediary to execute External Fund/asset choices, switches and redirections on their behalf (the "Appointment").
- ii. The Applicant(s) is responsible for communicating its decisions in relation to External Fund/asset choices, switches and redirections ("Decisions") to the Insurance Intermediary.
- iii. The Insurance Intermediary will keep a record of all advice given to the Applicant(s) and Decisions for seven years from the termination of the Life Insurance Policy.
- iv. Utmost PanEurope shall not be liable for any loss or damage suffered by the Applicant(s) or any Beneficiary of the Policy, including if arising from any act or omission of the Insurance Intermediary including but not limited to any advice given by the Insurance Intermediary or the transmission and/or execution of any trade by the Insurance Intermediary.
- v. Utmost PanEurope is not responsible for ensuring that the Insurance Intermediary complies with this section L1, including whether the Insurance Intermediary: (1) follows the Decisions of the Applicant(s) in relation to their fund/asset choices, switches and redirections; (2) accurately and/or promptly transmits orders.

#### OPTIONAL

MANDATORY

- vi. Utmost PanEurope is not responsible for any error or omission by the Insurance Intermediary regarding fund/asset choice(s) and/or execution of trades. Any dispute involving these matters must be resolved between the Applicant(s) and the Insurance Intermediary directly, and where applicable in accordance with the terms of any agreement entered into between the Applicant(s) and the Insurance Intermediary.
- vii. The Appointment will terminate upon: (a) the Applicant(s) Written Request; (b) at the discretion and direction of Utmost PanEurope; or (c) the bankruptcy, insolvency, receivership or loss of regulatory authority of the Insurance Intermediary.
- viii. Utmost PanEurope can refuse to accept instruction regarding fund/asset choices, switches and redirections from the Insurance Intermediary at any time at its absolute discretion.
- ix. Utmost PanEurope can refer any instruction given by the Insurance Intermediary to the Applicant(s) at its discretion at any time.

#### Applicant(s) signature(s)

	Applicant 1	Applicant 2	
SIGNATURE			SIGNATURE
Print full name			
Date	d d m m y y y y	d d m m y y y y	

#### L2 INSURANCE INTERMEDIARY DECLARATION

MANDATORY

I, the undersigned, being an authorised signatory and representative of the Insurance Intermediary named in section L (question 1) (the "Insurance Intermediary"), warrant that I have the authority to bind and agree to the terms of this Insurance Intermediary Declaration (the "Declaration) in the name and on behalf of the Insurance Intermediary. For the avoidance of doubt, the terms of this Declaration will be legally binding on the Insurance Intermediary in their entirety.

- 1. By way of its authorised representative, the Insurance Intermediary confirms that:
  - (a) it has sighted the original documents referred to in Section K (Part 1 and 2) and all documents enclosed are true copies of the originals, which have been certified accordingly;
- (b) it has obtained the information in section J from the Applicant(s).
- 2. Where the Insurance Intermediary has an existing relationship with the Applicant(s), it confirms that any accounts/relationship has been conducted satisfactorily.
- 3. The Insurance Intermediary is not aware of any reason why this Application should be refused.
- 4. The Insurance Intermediary is not aware of any activities undertaken by the Applicant(s) that would lead it to suspect that they are involved in any form of criminal activity and/or money laundering.
- 5. The Insurance Intermediary shall inform Utmost PanEurope dac ("Utmost PanEurope") immediately if it suspects that the Applicant(s) is involved in any of the activity outlined in the preceding paragraph 4.
- 6. Where the Applicant(s) has authorised the Insurance Intermediary to instruct Utmost PanEurope to execute External Fund/asset choices on their behalf under section L1 ("Authorisation Terms"), the Insurance Intermediary agrees and understands that it is being appointed and authorised by the Applicant(s) to transmit the Applicant(s)'s External Fund/asset choices to Utmost PanEurope and to manage the Applicant(s)'s Dealing Account. The Insurance Intermediary further understands and agrees:
  - (a) to the Authorisations Terms, which it has read and shall comply with;
  - (b) that Utmost PanEurope has the right to receive a copy of Applicant(s)'s instruction(s) (the "Records") at any time upon Written Request and at its discretion. The Insurance Intermediary undertakes to promptly provide any Records upon receipt of any such request from Utmost PanEurope; and
  - (c) that it is responsible for the management and maintenance of the cash held on the Dealing Account, including without limitation ensuring that there is sufficient cash available in the Dealing Account to cover the cost of any charges or withdrawals. Any cash amount that exceeds the known level of charges and withdrawals will be invested into a Money Market fund.
- 7. The Insurance Intermediary further warrants that it has the necessary authorisations and registrations under the legislation and regulations in its regulatory jurisdiction to act in the capacity of an Insurance Intermediary, and that it shall remain authorised and registered and act in compliance with the rules of the appropriate regulatory bodies whilst acting in this capacity. The Insurance Intermediary shall notify Utmost PanEurope of any changes to its regulatory authorisations and registrations, including without limitation any disciplinary actions (including suspensions) relevant to its role as an Insurance Intermediary.

Signature of Insurance Intermediary		SIGNATURE
Print full name		
Date	d d m m y y y y	

#### M INVESTMENT OPTIONS

Choose your investment option for your Life Insurance Policy. Ensure you complete those sections applicable to your investment selection.

	N1	N2	O1, O2 and O5	O3, O4 and O5
Open Architecture	$\checkmark$	$\checkmark$		
Discretionary Fund Manager		$\checkmark$	$\checkmark$	
Platform		$\checkmark$		$\checkmark$

Utmost PanEurope is not responsible for any reduction in the value of investments arising directly or indirectly from the Policyholders' investment decisions or those of a properly nominated third party such as, but not limited to, a Discretionary Fund Manager or Platform.

#### N OPEN ARCHITECTURE

#### MANDATORY

MANDATORY

The letters referenced in this table correspond to sections of this application that you must complete, depending on your investment choice.

#### N1 FUND SELECTION

Full fund name	SEDOL/ISIN		%	Currency of funds (EUR/GBP/USD) CHF	
	-				

Total 100%

Refer to our website **www.utmostinternational.com** for details of the funds available and the relevant SEDOL or ISIN codes. Ensure that the full fund names and references are provided.

#### NOMINATION OF FUNDS TO COVER OVERDRAWN DEALING ACCOUNT

All transactions, including charges and withdrawals, will go through the Dealing Account and it may become overdrawn. In these circumstances, we will sell sufficient funds to clear the negative debit balance.

If we have previously transferred any excess balances from the Dealing Account to a Money Market Fund, we will sell that Money Market Fund. If we have not previously transferred any excess balances from the Dealing Account to a Money Market Fund or if the holdings in that fund are insufficient to fully clear the negative debit balance, we will sell the funds indicated by you in the table below. If no funds are selected, then from within the portfolio, we will automatically sell units from a fund of our choosing. You can not specify a deposit account.

#### Indicate in the box below which funds you would like us to sell in these circumstances.

Full fund name		%

#### N2 DEALING ACCOUNT

#### OPEN ARCHITECTURE AND EXTERNAL INVESTMENT SERVICES

In the box below, specify the initial amount that you would like to set aside in the Dealing Account to fund charges and withdrawals. Initially, we will aim to hold an amount in the Dealing Account which covers three months of known charges and withdrawals and we will invest any excess balances above that amount into a Money Market Fund. Our Administration Support team can calculate the amount required to cover charges and any withdrawals; please contact them on **00 353 1 636 9383**.

You, and your Insurance Intermediary, are responsible for the management and maintenance of cash held on the Dealing Account. Any cash amount that exceeds the known level of charges and withdrawals will be invested into a Money Market fund.

If you do not specify an amount to be left in the Dealing Account the investment amount calculated will be the initial gross premium net of any initial charges.

O NOMINATION OF DISCRETIONARY FUND MANAGER OR PLATFORM ARRANGEMENT OPTIONAL

If you wish to nominate a Discretionary Fund Manager (the "DFM") to be appointed by Utmost PanEurope, complete section O1, O2 and O5.

If you wish to nominate your Insurance Intermediary to act on an advisory basis on an investment platform (the "Platform"), complete section O2, O3 and O5.

#### This nomination is subject to any terms agreed between Utmost PanEurope and the DFM or Platform from time to time.

#### O1 DISCRETIONARY FUND MANAGER DETAILS

1	Name of the nominated firm (the DFM)	If you need any assistance contact us on <b>00 353 1 636 9383.</b>
2	Address	
	Postcode	
3	Registration number	
4	Contact name	
5	Telephone number (include international dialling code)	
6	Facsimile number (include international dialling code)	
7	Email address	

#### O2 ATTITUDE TO RISK AND INVESTMENT OBJECTIVES

#### Please complete this section in all cases where a DFM is being appointed.

Together with this application form you must complete an Investment Mandate which is specific to your chosen DFM. A copy of the Investment Mandate, that you must complete, can be obtained directly from your chosen DFM or your Insurance Intermediary. Once completed you must send the Investment Mandate together with this application form to us at: **Utmost PanEurope dac, Navan Business Park, Athlumney, Navan, Co. Meath, C15 CCW8, Ireland**.

If you do not supply us with both the Investment Mandate and the application form your investment cannot be made and there will be a delay in starting your Life Insurance Policy.

Please also provide a summary of your attitude to risk and your overall investment objective for your Life Insurance Policy in the boxes below. The below summary must be a reflection of your chosen options in the DFM's Investment Mandate completed by you and which you send to us. Please note that the Investment Mandate must not be given directly to the DFM but only to us, Utmost PanEurope dac.

- 1 I confirm that my attitude to risk is:
- 2 I also confirm that my investment objective is:

You must discuss 🔘 your investment needs, risk profile and proposed investment strategy with your DFM and Insurance Intermediary, Once Utmost PanEurope dac has received your Investment Mandate and the application form, we will confirm the investment strategy for your Life Insurance Policy with the DFM directly.

Yes

#### O3 PLATFORM AND INSURANCE INTERMEDIARY DETAILS

1 Name of the nominated Platform

Tick this box if you wish to nominate the Insurance Intermediary named in section L (question 1) to manage your investments on the Platform named in this section on an advisory basis.

Where the Applicant(s) has ticked yes, the Insurance Intermediary will be required to confirm this appointment and to confirm understanding and agreement to the terms and responsibilities set out below in the "Insurance Intermediary Platform Declaration".

The nominated Insurance Intermediary must now sign section O4.

If you are selecting a Discretionary Fund Manager offered by the Platform, you must select it via the Platform and not on this form.

#### O4 INSURANCE INTERMEDIARY PLATFORM DECLARATION

C This declaration should be signed by the Insurance Intermediary nominated within this document, to confirm acceptance of the appointment and to confirm understanding and agreement to the terms and responsibilities set out below.

#### DECLARATION

- I, the undersigned, being an authorised signatory and representative of the Insurance Intermediary named in section L (question 1) (the "Insurance Intermediary"), warrant that I have the authority to bind and agree to the terms of this Insurance Intermediary Platform Declaration (the "Declaration") in the name and on behalf of the Insurance Intermediary. For the avoidance of doubt, the terms of this Declaration will be legally binding on the Insurance Intermediary in their entirety.
- 2. The Insurance Intermediary understands that Utmost PanEurope dac ("Utmost PanEurope") and the investment platform (the "Platform") have executed a Platform Agreement, and agrees that the Insurance Intermediary's operation of the account opened and held by Utmost PanEurope on the Platform named at section O3 in respect of this Life Insurance Policy (the "Platform Account") is subject to the terms of the Platform Agreement, and to the terms specified in this Declaration which the Insurance Intermediary has read, understood and agrees to fully comply with.
- 3. The Insurance Intermediary is being appointed to manage, on an advisory basis, the Platform Account comprising of the assets linked to this Life Insurance Policy (the "Policy"). Accordingly, Utmost authorises the Insurance Intermediary to buy and sell assets within the Platform Account on its behalf (the "Investments"), subject to the instructions of the Applicant(s) (on behalf of Utmost PanEurope) and/or Utmost PanEurope.
  - The Insurance Intermediary's appointment under this Declaration shall terminate upon: (a) the Applicant(s)'s Written Request; (b) at the discretion and direction of Utmost PanEurope; or (c) the bankruptcy, insolvency, receivership or loss of regulatory authority of the Insurance Intermediary. In circumstances where the Insurance Intermediary wishes to terminate this appointment, they shall give no less than 30 days' written notice to the Applicant(s) and Utmost PanEurope.
  - The Insurance Intermediary shall retain written evidence of all advice provided to the Applicant(s) and copies of all instructions received from the Applicant(s) (together, the "Records") for a period of at least seven years from the termination of this Life Insurance Policy. The Insurance Intermediary agrees that Utmost PanEurope has the right to receive a copy of the Records at any time upon Written Request and at its discretion, and undertakes to promptly provide any Records upon receipt of such a request.
  - > The Insurance Intermediary agrees that it has received a copy of the Utmost PanEurope's Investment Parameters and, that it will only make Investments that comply with the Investment Parameters.
  - > Utmost PanEurope is not responsible for monitoring the Investments held in the Platform Account in any way, including without limitation for compliance with the Investment Parameters. Accordingly, Utmost shall not be liable for any losses, costs or liability however incurred, as a result of the Insurance Intermediary's failure to comply with the Investment Parameters.

- > Utmost PanEurope at all times reserves the right to refuse individual Investments and to override instructions given by the Insurance Intermediary in relation to the Investments or any other function of the Platform Account. Utmost PanEurope may at any time at its sole discretion give instructions, including without limitation, instructions to sell Investments in the Platform Account, directly to the Platform without notice and without requiring the Insurance Intermediary's approval. In the event that the instructions given by Utmost PanEurope conflict with instructions given by the Insurance Intermediary, Utmost PanEurope's instructions shall always prevail.
- 4. The Platform Account and the Investments within are legally and beneficially owned by Utmost PanEurope and form part of its technical provisions. Utmost PanEurope is the sole beneficial owner of the Investments. Neither the Insurance Intermediary nor the Applicant(s) shall have any claim or ownership over the Platform Account or the Investments within. The Insurance Intermediary nor the Applicant(s) have no authority to charge, encumber, mortgage, lend or pledge some or all of the Investments in the Platform Account at any time.
- 5. The Insurance Intermediary may accept instructions from the Applicant(s) to nominate one of a restricted list of Discretionary Fund Managers to be appointed by Utmost PanEurope who have a direct agreement with the Platform (the "Platform DM"). The Insurance Intermediary must retain written evidence of the instruction and/or agreement of the Applicant(s) to select a Platform DM, as part of its obligations to retain Records and to provide a copy of such Records to Utmost PanEurope upon request, under clause 3 above. The Insurance Intermediary shall remain responsible at all times for ensuring that the appointment of any Platform DM, and their management of any Investments, complies with the Investment Parameters.
- **6.** The Platform Account shall not be more than 100% invested (i.e. no overdrawn positions shall be created), nor any other commitments made beyond the amount of the cash available in the Platform Account, without Utmost PanEurope's prior written authority.
- 7. The Insurance Intermediary is not permitted to arrange any transfers of cash or investments into or out of the Platform Account, except where cash is to be returned to: (1) Utmost PanEurope; (2) a bank account designated in writing by Utmost PanEurope; or (3) as part of supporting regular trading or settlement activity.
- 8. Platform costs relating to trading transactions, custody fees and discretionary fund management costs are charged to the Platform Account and subsequently the Value of the Policies. The Insurance Intermediary shall provide full disclosure of any investment charges or commissions being paid from the Platform Account upon request. The Insurance Intermediary must not pay commission to any third parties without the express written permission of Utmost PanEurope.
- 9. Where the terms of this Declaration conflict with the Insurance Intermediary's standard terms or any terms held by the Insurance Intermediary with the Platform or Platform DM, the terms of this Declaration shall prevail.
- 10. The Insurance Intermediary shall be liable for any losses, damages, claims, liabilities or any other expenses whatsoever (the "Losses") which it or any other party including without limitation Utmost PanEurope or the Applicant(s), may suffer or incur, directly or indirectly as a result of a breach of the terms of this Declaration, and therefore agrees to indemnify Utmost PanEurope or the Applicant(s), as the case may be, for any Losses suffered or incurred under this clause.
- **11.** To the extent permitted under the applicable law, the Insurance Intermediary agrees not to bring any formal legal claim, complaint or proceedings against Utmost PanEurope in respect of its activities as set out in this Declaration.

#### Signature on behalf of the nominated Insurance Intermediary

	Insurance Intermediary								
SIGNATURE Authorised signature on behalf of the Insurance Intermediary									
Print full name									
Date	d	d	m	m	у	у	у	у	

#### Insurance Intermediary

#### O5 APPLICANT DECLARATION

By signing this "Applicant Declaration" (the "Declaration"), the Applicant(s) understands and agrees that it is accepting to be bound by the terms set out below.

- 1. The Applicant(s) understands that by nominating the Discretionary Fund Manager (the "DFM") or the Insurance Intermediary as platform adviser under the platform arrangement (the "Insurance Intermediary") in this section O, it is requesting and agreeing to Utmost PanEurope dac ("Utmost PanEurope") appointing the DFM or Insurance Intermediary to manage or advise on the assets and to administer the account set up by the DFM (the "External Account") or on the account opened by Utmost PanEurope, investment platform (the "Platform Account") as applicable, to which the Life Insurance Policy (the "Policy") is linked. As Utmost PanEurope is appointing the DFM or the Insurance Intermediary, the Applicant(s) understands and agrees that the appointment will be based on terms agreed between the DFM or Insurance Intermediary and Utmost PanEurope.
- 2. Under the terms of the DFM's appointment, the External Account will be managed by the DFM in accordance with the investment strategy and risk profile selected by the Applicant(s) within the DFM's investment mandate, as communicated to the DFM via Utmost PanEurope. The DFM or Utmost PanEurope (including following a request by the Applicant(s)) may terminate the DFM's appointment at any time by giving written notice, with the period of notice prescribed by the terms agreed between Utmost PanEurope and the DFM.
- 3. Under the terms of the Insurance Intermediary's appointment, the Platform Account will be managed by the Insurance Intermediary on an advisory basis and in accordance with the Applicant(s)' instructions. The Applicant(s) will remain responsible for all investment decisions. The Applicant or Utmost PanEurope may terminate the Insurance Intermediary's appointment at any time by giving written notice. The Insurance Intermediary must give 30 days notice in writing where it wishes to terminate its appointment under this section O.
- 4. With respect to an appointment of either a DFM or Insurance Intermediary under this section O, the Applicant(s) hereby understands, confirms and agrees to the following:
  - a) The Insurance Intermediary in their role as insurance intermediary (rather than as platform adviser) has explained all charges associated with the appointment of the DFM or Insurance Intermediary as platform adviser.
  - b) Utmost PanEurope will recover any necessary money from the External Account or Platform Account thus reducing the value of the policies to cover Utmost PanEurope's fees and expenses, as detailed in the Schedule of Polices, Policy Conditions and fund rules.
  - c) Utmost PanEurope shall not be liable for any loss or liability to the External Account or Platform Account resulting from: (1) the appointment of either a DFM or Insurance Intermediary under this section O; or (2) from services rendered or procured by the DFM or Insurance Intermediary to Utmost PanEurope or to the Applicant(s).
  - d) There are risks associated with an appointment under this section O, particularly where the DFM or Insurance Intermediary is responsible for the selection and/or safe keeping of the assets linked to the Policy.
  - e) Utmost PanEurope is, and must remain, the exclusive legal and beneficial owner of all assets linked to the Policy (the "Investments"). Further to this, Utmost PanEurope has the right to place trading instructions directly with the DFM or Insurance Intermediary at any time without requiring the Applicant(s)'s approval. This may have an impact on the Value of the Policies. Where there are conflicting instructions, Utmost PanEurope's instructions shall override the Applicant(s) or the DFM or Insurance Intermediary's instructions.
  - f) The Applicant(s) has no legal right to the Investments held in the External Account or the Platform Account. The Applicant(s) also has no right or authority to:

(1) give any instruction to the DFM regarding the Investments including without limitation instructions relating to the selection of the Investments;

(2) to give any direct instruction to the DFM or the Insurance Intermediary in respect of withdrawals or surrenders; or

(3) to give any legal charge, pledge or lien over the Investments or to instruct the DFM or Insurance Intermediary to give any guarantee, indemnity or counterindemnity in favour of any person or company.

- g) Utmost PanEurope extends a Limited Power of Attorney ("LPOA") to the Applicant(s) under which the Applicant(s) is authorised, as follows:
  - where the Applicant(s) has nominated a DFM, to liaise directly with the DFM to negotiate fees and charges for the DFM's services and the External Account and to select the investment strategy and specify their risk profile within the DFM's own investment mandate, which will then be communicated to the DFM via Utmost PanEurope;

- where the Applicant(s) has nominated the Insurance Intermediary to act as a platform adviser under the platform arrangement, to liaise directly with the Insurance Intermediary to agree the fees/charges applicable to the Platform Account (including without limitation custody fees or Platform DM fees);
- > to receive direct reporting from the DFM, the Insurance Intermediary or Platform on investment charges and terms, details of cash balances and safe custody holdings within the External Account or Platform Account and confirmation of the investment strategy and risk profile selected for the account.
- h) The investment objectives and attitude to risk information set out in **section O2** is held by Utmost PanEurope for its information only. The DFM or Insurance Intermediary will be responsible for ensuring compliance with the objectives and risk information.
- i) All Investments must comply with the restrictions set out in Utmost PanEurope's Investment Parameters (the "Investment Parameters"). If Investments which do not comply with the Investment Parameters ("Non-Compliant Investments") are linked to the Policy, there is a risk that the Policy may be requalified and subject to higher taxation. Utmost PanEurope shall not be responsible for monitoring the Investments made by the DFM or Insurance Intermediary in any way, including without limitation for compliance with the Investment Parameters. Accordingly, Utmost PanEurope shall not be liable for any losses, costs or liability however incurred, as a result of a Non-Compliant Investment being made by the DFM or Insurance Intermediary or any other party.
- j) Due to the nature of some investments, they may not be capable of realisation in a timely manner. In such circumstances, Utmost PanEurope reserves the right to delay settlement or reinvest at its discretion. Utmost PanEurope shall not be liable for any loss or damage caused as a result of a delay in the realisation of Investments particularly where such delay is caused by factors outside its control.
- k) The DFM is authorised by Utmost PanEurope to take charges for its services, including those for transaction and/or custody services directly from the External Account thus reducing the value of the policies accordingly. The Insurance Intermediary is also authorised by Utmost PanEurope to take transactional charges and/or fees for custody services directly from the Platform Account. Details of any such charges must be obtained from the DFM or the Insurance Intermediary directly.
- The Applicant(s) understands and agrees that it shall be responsible for reimbursing Utmost PanEurope for any costs, losses and/or expenses incurred by Utmost PanEurope 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 DFM or Insurance Intermediary, including those described above.
- 4. The Applicant(s) confirms that the contents of this Declaration have been explained to the Applicant(s) by the Insurance Intermediary in its capacity as Insurance Intermediary in respect of my/our Policy and that the Applicant(s) fully understands and agrees with them.

#### Applicant(s) signature(s)

SIGNATURE	Applicant 1	Applicant 2	SIGNATURE
Print full name			Please ensure that ALL Applicants sign here.
Date	d d m m y y y y	d d m m y y y y	

#### P STANDARD APPLICANT DECLARATION

#### The Applicant(s) should read and understand the following declarations:

**The Applicant(s) have received, read and fully understood** the Apex (Portugal) Product Guide, the Apex (Portugal) Policy Conditions, the relevant Charge Schedule, Key Information Document, the Specific Information Document and the Personal Illustration given to them by their Insurance Intermediary explaining the key features and operations of Apex (Portugal). The Applicant(s) have had the opportunity to raise any questions that they may have had about Apex (Portugal) and these have been answered.

**The Applicant(s) have received, read and fully understood** all relevant materials relating to the Investments the Applicant(s) have selected, including details of the risks associated with the Applicant(s)' choice and fully understand these materials and accept these risks. The Applicant(s) understand it is their responsibility to continue to read and keep up to date with all the relevant materials.

**The Applicant(s) acknowledge** that Utmost PanEurope has not provided any investment or tax advice. The Applicant(s) understand that Utmost PanEurope has not made, nor will make, any assessment of the suitability of the Investment Instruments held or to be held under the Policies (other than as required by Irish insurance legislation in respect of the permissibility of assets).

**The Applicant(s) are aware** that all premiums may be at risk and that return is dependent on the performance of the selected funds and the Life Insurance Policy may provide zero or negative returns and such returns are subject to Utmost PanEurope's credit risk.

**The Applicant(s) understand** that the Units of the Life Insurance Policy are the sole property of Utmost PanEurope.

**The Applicant(s) understand** that their instructions or the Insurance Intermediary's instructions must be complete and accurate; Utmost PanEurope, or any third party acting on Utmost PanEurope's behalf, may delay execution of instructions without incurring any liability while pending receipt of any clarification required.

**The Applicant(s) acknowledge**, that where the Units are not easily converted to cash, Utmost PanEurope reserves the right to defer surrender payments or the payment of Benefits, in whole or in part, until such time that they are converted to cash.

**The Applicant(s) confirm** that they have their habitual and tax residence in Portugal, regardless of any exemptions claimed such as the Non-Habitual Residence Taxation Regime.

**The Applicant(s) declare** that they are neither resident nor ordinarily resident for tax purposes in Ireland. The Applicant(s) undertake to immediately inform Utmost PanEurope of any change of their country of residence during the life of Apex (Portugal).

**The Applicant(s) understand** that their signature on the application form does not, by itself, give effect to the insurance contract. The Applicant(s) understand that this application can only be negotiated with and accepted by Utmost PanEurope at Utmost PanEurope's Head Office in Ireland. The Applicant(s) understand that Apex (Portugal) is evidenced by the issuing of the Schedule of Policies.

**The Applicant(s) recognise** that their Insurance Intermediary may receive copies of all associated documentation relating to Apex (Portugal). Utmost PanEurope can communicate directly with the Applicant(s) at its discretion.

**The Applicant(s) confirm** that taking out Apex (Portugal) will not breach the laws and regulations of their country of residence and that the source of the premium for Apex (Portugal) is from legitimate means and that the Applicant(s) are not engaged in money laundering or terrorism as defined by any laws, regulations, administrative orders or conventions related to counter-measures against terrorist financing or money laundering to which the Applicant(s) are subject, including the Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing (as amended) in Portugal Law no. 83/2017 of 18 August, in Ireland the Criminal Justice (Money Laundering) Acts 2010 and 2013 as may be amended or replaced and any applicable requirements deriving from the Fourth Anti-Money Laundering Directive (4 AMLD) (EU 2015/849) as may be amended or replaced.

**The Applicant(s) agree** to notify Utmost PanEurope promptly if there are any changes with respect to any of the information included in this Application Form within 30 days, or any declarations or representations and to provide Utmost PanEurope with such further information or documentation as may reasonably be required.

**The Applicant(s) declare** that any statements, declarations, answers and all other information given in this application form is true and complete and up-to-date as these form part of the contract and no information has been withheld. The Applicant(s) undertake to give true and complete answers to any questions asked by Utmost PanEurope. Moreover, the Applicant(s) will without undue delay rectify any errors or deficiencies that the Applicant(s) may discover in the information that they have provided Utmost PanEurope.

**The Applicant(s) confirm** that they can legally take out a contract of life insurance in respect of the Lives Assured named in this Application Form.

It is the Applicant(s)' responsibility to ensure that the nomination of a Beneficiary will be effective under the law of the Applicant(s)' domicile and/or residence that may be applicable.

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You may request a copy of the Policy Conditions at any time from our Administration Support team on 00 353 1 636 9383.

MANDATORY

#### UK DOMICILES AND NOMINATION UNDER APEX (PORTUGAL)

#### Existing and future wills

**The Applicant(s) confirms** that where possible their UK will(s) and nomination under Apex (Portugal) should be consistent and complement each other to avoid:

- 1. Any potential challenge to the distribution of the death benefit to your chosen nominated Beneficiary after the death of the Relevant Life Assured.
- 2. Any potential challenge to the distribution of the policy rights to your chosen nominated Beneficiary if the Policyholder is different to the Relevant Life Assured and predeceased them.

**The Applicant(s) should review** their existing UK will(s) to ensure it is consistent with their nomination under Apex (Portugal). If they do not currently have a UK will, they should review whether it is appropriate for them to put one in place to ensure it is consistent with their nomination under Apex (Portugal).

#### Potential UK tax consequences of nomination

**The Applicant(s) understand** that their **nomination** under Apex (Portugal) may have unintended UK inheritance tax consequences if they are UK domiciled.

**The Applicant(s) understand** that where an **irrevocable nomination** is made this could create a transfer of value for UK IHT purposes.

**The Applicant(s) understand** that where a **revocable nomination** is made under Apex (Portugal), and they are not the Relevant Life Assured, the value of their Policy will pass to any nominated Beneficiary. The value of their Policy will also pass to their nominated Beneficiary on the death of the Relevant Life Assured. It is understood that the value of their Policy will still be included in their UK estate for IHT purposes under both these circumstances if the Policyholder is still UK domiciled at the time, despite these passing automatically under their Policy.

The Applicant(s) should make sure that any appointed UK Personal Representatives are made aware of their Policy nomination.

If they concerned about the tax or legal consequences of their nomination they should take professional legal and/or tax advice from a suitably qualified UK legal and/or tax advisor.

#### ANTI-MONEY LAUNDERING AND TAX EVASION PROVISIONS

#### Source of Funds - Policyholder Statement of Truth

#### The Applicant(s) truthfully confirm that:

i) All funds invested in the Life Insurance Policy applied for have been or will be properly declared to the relevant tax authorities in the jurisdiction of the Applicant(s)' tax residence and/or any other jurisdictions as necessary or appropriate in accordance with applicable laws and regulations.

ii) None of the funds invested derive, directly or indirectly, from illegal activities or sources and/or tax evasion.

Potential Consequences of Misleading Utmost PanEurope - The Applicant(s) fully acknowledge and agree that if Utmost PanEurope discovers that the Applicant(s) misled Utmost PanEurope in respect of any part of the statements confirmed above, Utmost PanEurope shall, to the fullest extent permitted by applicable law and regulation, without limiting Utmost PanEurope's legal remedies or options, have the contractual right to:

- i) terminate the Life Insurance Policy immediately and, regardless of the actual date of termination of the Life Insurance Policy, impose the maximum encashment and any other relevant charges which may be imposed on the Applicant(s) under the Life Insurance Policy as if the Life Insurance Policy had been surrendered immediately after the Commencement Date of the Life Insurance Policy. Such charges shall be applied to the extent that they cover any costs, expenses or losses caused by Utmost PanEurope being misled, without limiting Utmost PanEurope's ability to seek additional recompense from the Applicant(s) in respect of any shortfall.
- ii) notify relevant government authorities and provide all information considered necessary or appropriate at Utmost PanEurope's discretion concerning the Applicant(s) and/or the Life Insurance Policy.
- iii) if considered appropriate after consultation with government authorities and/or legal counsel, either
  - a) subject to satisfying Utmost PanEurope's further reasonable requirements, refund the Applicant(s)' premium(s) and other amounts paid to Utmost PanEurope to the date of such termination less applicable surrender and other charges in accordance with clause (i) above (the 'Refund Amount'), or
  - b) if legally required to do so by competent government authorities, freeze or pay over to relevant government authorities all or a portion of the Refund Amount or take such other actions as competent government authorities may legally require.

#### Disclosure of Information to Tax and other Government Authorities

**The Applicant(s) have been advised** that Utmost Group plc and Utmost PanEurope have a longstanding policy of co-operating with tax and other government authorities to combat money laundering, tax evasion or other illegal activities.

**The Applicant(s) acknowledge and agree** that in cases where Utmost PanEurope suspects that the funds invested in the Life Insurance Policy are wholly or partly derived from illegal activities/sources and/or tax evasion, then Utmost PanEurope shall, to the fullest extent permitted by applicable law and regulation, without limiting Utmost PanEurope's legal remedies or options, have the ability to disclose to the Applicant(s)' home country tax and/or other government authorities, the Applicant(s)' identity and any relevant information considered necessary or appropriate, in Utmost PanEurope's discretion, concerning the Life Insurance Policy.

**The Applicant(s) understand and agree** that Utmost PanEurope's obligations under the Life Insurance Policy, including the payment of Benefits or surrenders/withdrawals, will be suspended either in whole or in part, to the extent that performance of any obligation arising from the Life Insurance Policy may expose Utmost PanEurope to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America or Portugal.

#### Further confirmations

**The Applicant(s) acknowledges** that before entering into this contract a copy of all documentation and information, that Utmost PanEurope is required to provide, has been received by the Applicant(s). The Applicant(s) further acknowledges that the contents of such documentation and information has been read and fully understood, having had the opportunity to raise any question or request any clarifications which were duly clarified at the time.

**The Applicant(s) understands** that this contract is of the utmost good faith and that if it subsequently comes to light that any information supplied to Utmost PanEurope by the Applicant(s) or on the Applicant(s)' behalf was misleading or incomplete, then this might ultimately result in a termination by Utmost PanEurope of the Life Insurance Policy and adversely affect the Applicant(s)' right to the payment of policy Benefits. The Applicant(s)' dealings with Utmost PanEurope is continuous and binding upon the Applicant(s) or any subsequent holder of the Life Insurance Policy.

**The Applicant(s) hereby confirms** that all the information provided by the Applicant(s), in this application form is complete and accurate to the best of the Applicant(s)' knowledge and belief. The Applicant(s) agree that this information, together with any supporting information completed or given by the Applicant(s) in the Applicant(s)' name, shall form the basis of the contract with Utmost PanEurope.

**The Applicant(s) understands** that no contract shall be issued in respect of this application and Utmost PanEurope shall be under no obligation in respect of this application until the first premium has been received by Utmost PanEurope and Utmost PanEurope has expressly confirmed in writing that it accepts the application by issuing the Schedule of Policies.

#### The Applicant(s) accepts that:

> The selection of investments is the Applicant(s)' (even where the Applicant(s) is receiving advice in relation to the selection of the assets from their Insurance Intermediary) or any appointed DFM.

> Utmost PanEurope has no legal responsibility in respect of future performance of such linked assets.

**The Applicant(s) agrees** that a copy of the Applicant(s)' agreement given in this Declaration will have the validity of the original.

**The Applicant(s) understands** that whenever the Applicant(s)' Insurance Intermediary is acting as the Applicant(s)' agent it will not be acting as agent of Utmost PanEurope.

**The Applicant(s) confirms** and declare that the Applicant(s) are habitually tax resident in the jurisdiction entered in Section D, on page 3 of this application form.

#### PRIVACY NOTICE

Utmost PanEurope recognises that protecting your personal information including special categories of data (sometimes referred to as sensitive personal data), is very important to you and that you have an interest in how we collect, use, store and share such information. We have produced a Privacy Notice which clarifies these details and explains your rights in relation to your personal data and how to action those rights with us, including your right to make a complaint.

The Privacy Notice is available on our website **www.utmostinternational.com** or you can contact the Administration Support team on **00 353 1 636 9383** to request a copy.

We reserve the right to change the Privacy Notice from time to time at our sole discretion and, where necessary, we will notify you in writing of any changes. We encourage you to periodically review the Privacy Notice to keep informed about how we use your personal data.

If you are providing personal information about another person, we require you to let them or their legal guardian know what information you will share with us. Please share with them our Privacy Notice and obtain confirmation from them that they have read and understood it and, where necessary, have given their consent to the processing of personal data by Utmost PanEurope.

By signing this application form, you are confirming that you have made any other individual whose data may be provided in this form aware that their data will be shared with Utmost PanEurope and that they have read and understood our Privacy Notice.

The Applicant(s) agree to inform Utmost PanEurope immediately should any information within this application change, and understand that the Applicant(s) are obliged to do so.

The Applicant(s) can exercise their rights of access, rectification, erasure, restrict processing, portability, objection and any other rights recognised by the applicable law in writing to the Data Protection Officer at Utmost PanEurope which email address is the following: dataprotection@utmost.ie. The Applicant(s) may also file a complaint at the Data Protection Commission (www.dataprotection.ie).

	Applicant 1	Applicant 2		
SIGNATURE			SIGNATURE	
Print full name			If there are more than two Applicants, photocopy this page and after signing the	
Date	d d m m y y y y	d d m m y y y y	additional copies attach them securely to the form.	

The signature of the Applicants'/Policyholders' spouse is required below, if the Applicant and the spouse are subject to the joint marital regime and the spouse is not an Applicant.

#### Signature of spouse

SIGNATURE									
Print full name									
Date	d	d	m	m	у	у	у	у	

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