

REQUEST FOR CHANGE OF utmostTM CUSTODIAN BANK

UNITED KINGDOM

Utmost is the brand name used by a number of Utmost companies. This item has been issued by Utmost Luxembourg S.A.

Words in the singular include the plural and vice versa. A reference to one gender includes a reference to the other gender.

Policy Number

I (insert name and surname of policyholder(s))

Surname(s)

First name(s)

Surname(s)

First name(s)

Surname(s)

First name(s)

Surname(s)

First name(s)

policyholder of the above life assurance policy

(respectively the "Policyholder" and the "Policy"),

request that custody of the existing portfolio of assets to which the Policy is linked be transferred from the current custodian bank (insert name of current custodian bank)

(the "Current Custodian Bank"),

to (insert name and address of new custodian bank)

(the "New Custodian Bank").

Address

Street/N°

City/County

Postcode

Country

In doing so, please transfer:

the Portfolio Value in cash, maintaining the currency of each investment.

the existing portfolio of assets.

I confirm that the rationale for this request is the following:

- Dissatisfaction with the service provided by the Current Custodian Bank.
- Wish to consolidate custody with a custodian bank which is also the investment manager of the assets concerned.
- Other (please specify):

Further, I accept that:

- › a change of Custodian Bank may result in a decline in security;
- › if my Policy is being managed in accordance with a Fund Selection investment model and the Underlying Assets include Funds on the Insurer's Gold List, a change of custodian bank may result in an increase in the annual Administration Charge to the extent of the investment in those Funds.
- › the charges applied by the New Custodian Bank may be higher than those charged by the Current Custodian Bank;
- › the Underlying Assets are legally segregated from Utmost Luxembourg S.A.'s corporate assets and liabilities and are deposited with a Custodian Bank appointed with the approval of the Commissariat aux Assurances. The Underlying Assets are held off the balance sheet of the Custodian Bank, with the exception of cash deposits, which are subject to the risk that the Custodian Bank may default on its obligation to repay the deposit. This risk is exclusively borne by the Policyholder;
- › the Insurer reserves the right to change the custodian bank at any time;
- › the transfer of the assets will be initiated following receipt by Utmost Luxembourg S.A. of the original of this document signed by all Policyholders and on condition that a Deposit Agreement is in force between Utmost Luxembourg S.A. and the New Custodian Bank;
- › the Insurer reserves the right to delay the change of Custodian Bank in times of high market volatility in order to avoid dealing difficulties;
- › the Insurer reserves the right to refuse any request for a change of Custodian Bank without giving reasons for such refusal;

With regard to Custodian Banks located outside of the EEA

- › I acknowledge that the procedures for cooperation between insurance supervisors which function in the territory of the European Union are not valid outside the EU and therefore may incur a higher risk to the assets underlying the Policy in the event of failure of the Custodian Bank.
- › I alone bear the risk related to the Custodian Bank appointed by the Insurer.
- › I have the option to request the Insurer to change the Custodian Bank at any time, this being a requirement stipulated by the CAA, the Luxembourg Insurance Regulator, in Circular Letter 16/9, and the Insurer will, in this case, appoint a Custodian Bank from a list of custodian banks with which it has already concluded a Deposit Agreement.
- › Risks associated with any negligence, fraud or failure of the Custodian Bank, those associated with any freezing or enforcement measure relating to the Underlying Assets and those risks deriving from a rule of law or from an order of a judicial or administrative body, shall be borne by the Policyholder.

Your Policy may not confer the same benefits if you move to another country. It is your responsibility as Policyholder to inform the Insurer immediately of any change of residence.

INFORMATION DISCLOSURE AGREEMENT

I agree to sign this Information Disclosure Agreement in favour of the New Custodian Bank. Furthermore, I, the undersigned, waive all claims against the Insurer, and agree to hold the Insurer harmless, in respect of any and all loss (whether of financial or other nature) arising directly or indirectly out of the acceptance of this request.

The Insurer is bound by Luxembourg law to keep confidential all information it receives in the course of its professional activity. The Insurer cannot fully discharge its obligations in connection with the Policy without disclosing Information to certain third parties.

The information to be transferred or made available to third parties (the "Recipients or Recipient") as listed above and below in relation to the Policyholder, the Beneficiary, the Life Assured, their respective Beneficial Owners and representatives or directors, includes in particular for individuals surname, first name, address, date and place of birth and nationality, and for legal entities corporate name, registered office, legal form, registration number for legal entities, the aforementioned data on individuals for the Beneficial Owner(s) and its representative(s) or directors. The Confidential Information to be transferred or made available includes also for any person their contact details such as phone numbers, address and e-mail addresses as well as financial data, usage data in relation to the Insurer's services or any other data that could be collected by the Insurer in order to comply with its legal and regulatory obligations (all such data being referred to as the "Confidential Information").

The Policyholder therefore authorises the Insurer to communicate the Confidential Information to the Recipients and to execute any document that may be necessary to the execution of the Policy.

The Policyholder specifically accepts and consents to the disclosure of the Confidential Information to the following Recipients:

- (a) Custodian bank, investment manager, tax representative, adviser, intermediary, aggregator, insurance distributor or third party acting in connection with the Policy (and any of their officers, agents or employees), any Beneficiary or Life Assured, all of which may be appointed from time to time on the Policy and confirmed in writing by the Insurer to the Policyholder or any service provider.

Name and address of the aggregator:

- (b) Register or authority acting in accordance with its powers, whether local or central, national or foreign, judicial, administrative, fiscal, surveillance, governmental or regulatory (an "Authority") acting in the context of their powers and missions, in particular (but without limitation) in case of inspections, requests for information and audits performed by them.
- (c) Any entity belonging to the same group as the Insurer whether located in, but not limited to, the EEA, United Kingdom, Isle of Man or Guernsey.
- (d) Any other entity not belonging to the same group which is providing or may provide services in the future to the Insurer. The list of these entities is available on the following website: www.utmostgroup.com/IDA-Outsourcing. The Policyholder acknowledges that this list may evolve and therefore undertakes to regularly consult the aforementioned website to have an up-to-date view on all Recipients.
- (e) In the context of the outsourcing arrangements, the Insurer uses a variety of service providers (some belonging to its group and some being third party service providers) to help the Insurer to provide its services in an efficient and qualitative manner. The use of such service providers requires that the Insurer transfers or makes available some Confidential Information to them. The Policyholder agrees to such outsourcing arrangements and instructs the Insurer to transfer or make accessible Confidential Information (as further defined above) to a number of service providers regarding notably but not limited to, technical (including IT), operational, payment processing, internal control, customer due diligence (including background or Policy checks), fraud prevention, risk assessment, product development, maintenance and debugging, advertising, processing of insurance claims, customer support and other services.

The Confidential Information may be transferred to the United Kingdom, Ireland, Isle of Man or Guernsey. Such Confidential Information transfers will take place throughout the term of the business relationship between the Parties as well as for an additional period as permitted by law after the end of the business relationship.

Notwithstanding the above circumstances, the Insurer may be brought, notably in order to enhance the quality of the services provided to the Policyholder or to ensure such services are provided in line with the best industry standards, to exchange Confidential Information with other third-party service providers outside of the context of an outsourcing or a sub-outsourcing.

Such a disclosure of Confidential Information is made in the Policyholder's interest as it will enable the Insurer to provide high-quality services including by enabling the Policyholder to benefit from a faster and more seamless onboarding experience, more efficient administration of the Policy, more performing reporting tools and ultimately a higher quality of services. The Confidential Information will be disclosed to the parent company of the Insurer or any subsidiary or associated company, either existing or to be created, among others, for example, to Utmost Patrimoine SAS, Utmost Wealth Advisers Limited, Utmost Patrimonio Iberia S.L., Utmost Wealth Portugal, Unipessoal LDA, Utmost Services Limited, Utmost Services Ireland Limited, Utmost PanEurope dac, Utmost International Isle of Man Limited and Utmost International Group Holdings Limited in this context. The Confidential Information may also be disclosed to DEGRE di Ugo de Grenet & C. sas, with registered office in Italy. Such Confidential Information transfers will take place throughout the term of the business relationship between the parties as well as for an additional period as permitted by law after the end of the business relationship.

The Policyholder specifically accepts and consents to the above disclosure.

A Recipient may communicate Confidential Information to its group entities in the discharge of its obligations in connection with the Policy. It may also do so in connection with a group restructuring, portfolio transfer or transfer of services or activities, in which case the Insurer is authorised to deal with the entity acquiring the portfolio, service or activity.

The Policyholder warrants that any communication of the personal data of a third party has been authorised by that third party.

The Policyholder acknowledges and expressly consents that the Confidential Information may be transferred to and stored in cloud-based systems operated by third party services providers, which may be located outside of Luxembourg or the European Economic Area (EEA). The Policyholder understands that such cloud environments may not be under the direct control of the Insurer, and data protection standards in those locations may differ from those in Luxembourg or the EEA.

Where the Confidential Information is transferred to countries that do not ensure an equivalent level of data protection as provided under the General Data Protection Regulation (GDPR), the Insurer will comply with Chapter V of the GDPR to ensure that the level of data protection afforded to personal data does not diminish when it is transferred internationally.

This agreement will survive the death of, or commencement of insolvency proceedings against, the Policyholder. If the Policyholder, the Insurer or a Recipient is the subject of an acquisition, merger, conversion or consolidation into or by another corporate entity, the resulting entity will be the legal and/or contractual successor of such party. The Insurer or Policyholder may terminate this agreement without notice within 30 days of being informed of such an event.

This agreement is governed by and construed in accordance with Luxembourg law and the courts of Luxembourg will have exclusive competence over any dispute relating to it.

Policyholder 1

SIGNATURE

Date

d	d	m	m	y	y	y	y
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Place

Policyholder 2

SIGNATURE

Date

d	d	m	m	y	y	y	y
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Place

Policyholder 3

SIGNATURE

Date

d	d	m	m	y	y	y	y
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Place

Policyholder 4

SIGNATURE

Date

d	d	m	m	y	y	y	y
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Place

Please send this form, completed and signed, by post to Partner & Client Services UK-Team, Utmost Luxembourg S.A., 4, rue Lou Hemmer, L-1748 Luxembourg, Grand-Duché de Luxembourg.

SCHEDULE OF ADDITIONAL ADMINISTRATIVE CHARGES

I, Policyholder(s)

Surname(s)	<input style="width: 95%;" type="text"/>	First name(s)	<input style="width: 95%;" type="text"/>
Surname(s)	<input style="width: 95%;" type="text"/>	First name(s)	<input style="width: 95%;" type="text"/>
Surname(s)	<input style="width: 95%;" type="text"/>	First name(s)	<input style="width: 95%;" type="text"/>
Surname(s)	<input style="width: 95%;" type="text"/>	First name(s)	<input style="width: 95%;" type="text"/>

hereby acknowledge and accept that Utmost Luxembourg S.A. will apply the following additional administrative charge(s) for the execution of the below transaction(s) linked to the Policy:

TRANSACTION(S)	CHARGE (€)	NOTE
<input style="width: 30px; height: 20px;" type="checkbox"/> Change of Custodian Bank ⁽¹⁾	2,000	

(1) The request of change of Custodian Bank can be processed as long as the new Custodian Bank already has a bank deposit agreement with Utmost Luxembourg S.A. approved by the Commissariat aux Assurances in place.

IMPORTANT: These Additional Administrative Charges shall apply and take precedence over any other administrative charge otherwise provided in the contractual forms linked to the above transaction(s).

Policyholder 1

SIGNATURE

Date

d	d	m	m	y	y	y	y
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Place

Policyholder 2

SIGNATURE

Date

d	d	m	m	y	y	y	y
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Place

Policyholder 3

SIGNATURE

Date

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Place

Policyholder 4

SIGNATURE

Date

d	d	m	m	y	y	y	y
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Place

A WEALTH *of* DIFFERENCE

www.utmostgroup.com

Utmost Luxembourg S.A. is registered with R.C.S. under number B37604 and regulated by the Commissariat aux Assurances (CAA)
Registered office address: 4, rue Lou Hemmer, L-1748 Luxembourg, Grand-Duché de Luxembourg
Utmost is registered in Luxembourg as a business name of Utmost Luxembourg S.A.