

APEX (FRANCE) NOMINATION OF INVESTMENT ADVISER

HOW TO COMPLETE THIS FORM

If you are completing a hard copy of this form, please use **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.**

SIGNATURE This symbol highlights the signature sections within this form which need to be signed by the Policyholder and Investment Adviser.

WHAT TO DO WHEN YOU HAVE COMPLETED THIS FORM

Once complete, return this form to: **Utmost PanEurope dac, Navan Business Park, Athlumney, Navan, Co. Meath, C15 CCW8, Ireland.**

Alternatively, completed forms and supporting documentation that are digitally signed and/or scanned, can be emailed to us at: **ccsfrontoffice@utmost.ie**

We will act upon on all requests received by email, however, requests will not be finalised until the following (as applicable) has been received by us at the postal address outlined above:

- › Original forms or Written Requests containing a wet ink signature (only required if a valid digital signature has not been used)
- › All necessary supporting documentation (i.e. true certified copies as applicable).

For more information about what we can accept by email submission, please contact us on **00 353 46 9099 700**.

PAGE	SECTION	REQUIREMENT	TICK SECTIONS COMPLETED
2	A - Nomination	Mandatory	<input type="checkbox"/>
3	B - Investment Adviser charges	Optional	<input type="checkbox"/>
4	C - Investment Adviser declaration	Mandatory*	<input type="checkbox"/>
5	D - Policyholder declaration	Mandatory	<input type="checkbox"/>

***To be completed by the Investment Adviser.**

A WEALTH *of* DIFFERENCE

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

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

Utmost PanEurope dac is a designated activity company registered in Ireland (number 311420), with a registered office at Navan Business Park, Athlumney, Navan, Co. Meath, C15 CCW8, Ireland.

Utmost PanEurope dac is authorised for the pursuit of life insurance business in France on a freedom to provide services basis, and is duly registered for such purposes with the French Prudential Control and Resolution Authority (Autorité de Contrôle Prudentiel et de Résolution or 'ACPR') under the number 228159.

A	NOMINATION	MANDATORY
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1 Policy number (if known)										
2 Policyholder full name										
3 Policyholder correspondence address (in full)										
Postcode										
4 Policyholder email address										
5 Name of firm to be nominated (the Investment Adviser)										
6 Address of Investment Adviser firm										
Postcode										

The Policyholder hereby nominates the above named firm to be appointed as the Investment Adviser, subject to the terms of the Policy, to advise on and place instructions with Utmost PanEurope to buy or sell External Assets and Dedicated Internal Fund(s)* to which the Policyholder's Policy is linked. The Policyholder agrees that Utmost PanEurope dac or its authorised agents or attorneys (collectively referred to as 'Utmost PanEurope') shall not be responsible for any loss or liability to the Policy arising from this appointment, actions or failure to take action on the part of the Investment Adviser giving rise to any loss in the Policy Value howsoever arising (including, but not limited to, failure on the part of the Investment Adviser to produce a reasonable investment return in relation to the Policy).

The Policyholder agrees that Utmost PanEurope is not responsible for any loss or costs arising from, or in respect of, the activities and performance of the Investment Adviser. The Policyholder also agrees not to make or bring about any formal or informal legal claims, complaints or proceedings against Utmost PanEurope in respect of the activities and performance of the Investment Adviser. The Policyholder makes these agreements on the basis of the Policyholder's acknowledgement of the Investment Adviser's clear responsibility in relation to the nomination which the Policyholder has made in the paragraph above.

*** The Investment Adviser is not permitted to select, or influence the selection of, underlying Investment Instruments, which are wholly managed by a Discretionary Fund Manager in an External Account linked to the Dedicated Internal Fund.**

Where a Dedicated Internal Fund is required to allow a Discretionary Fund Manager to be appointed to the Policy the **Nomination of Discretionary Fund Manager or Custodian/Platform Form** must be completed.

The Policyholder nominates the above Investment Adviser to be appointed on a/an:

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discretionary basis: the Investment Adviser will make investment decisions on the External Assets or Dedicated Internal Fund(s) without any consultation with the Policyholder in accordance with their chosen Investment Strategy.

Name of Investment Strategy

The Investment Adviser has confirmed to the Policyholder that they have the necessary regulatory authorisations to perform this discretionary service. Under this arrangement the Investment Adviser can also manage investments linked to the Policy that are held by a third party Custodian or Platform.

Do not leave blank. Tick one of the boxes to indicate the type of service you require. If no boxes are ticked, the form will be returned and this will cause a delay in processing your request.

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advisory basis: the Investment Adviser will provide advice in relation to the External Assets or Dedicated Internal Fund(s)*, and Utmost PanEurope will grant the Policyholder a limited power of attorney to confirm that they are in agreement with the recommendation that the Investment Adviser had provided prior to Utmost PanEurope executing any trade of External Asset or Dedicated Internal Fund*. Evidence of such agreement must be retained by the Investment Adviser and provided to Utmost PanEurope upon request and at its discretion. The Investment Adviser has confirmed to the Policyholder that they have the necessary regulatory authorisations to perform this non-discretionary service. Under this arrangement the Investment Adviser cannot provide services in relation to a Custodian/Platform External Account.

*** The Investment Adviser is not permitted to select, or influence the selection of, underlying Investment Instruments, which are wholly managed by a Discretionary Fund Manager in an External Account linked to the Dedicated Internal Fund.**

Where a Dedicated Internal Fund is required to allow a Discretionary Fund Manager to be appointed to the Policy the **Nomination of Discretionary Fund Manager or Custodian/Platform Form** must be completed.

B INVESTMENT ADVISER CHARGE

OPTIONAL

This section must be completed if you want Utmost PanEurope to charge a separate ongoing fee that will be paid to your Investment Adviser, for the service they provide.

Investment Adviser charges will be debited from the Dealing Account and therefore it must be closely monitored to ensure it does not reach an overdrawn position.

The selected level of Investment Adviser charges will be paid in the currency of the Policy and taken on each quarterly Policy anniversary, following the date payments commence.

1 Total annual amount as either a monetary figure or a percentage of Policy Value:

fixed monetary amount of Policy Value

percentage of Policy Value

OR

 %

2 Ongoing Investment Adviser charge start date

d	d	m	m	y	y	y	y
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C INVESTMENT ADVISER DECLARATION

MANDATORY

Should Utmost PanEurope accept this nomination, it will communicate such acceptance to the Investment Adviser, and this declaration shall form the basis of Utmost PanEurope's appointment of the Investment Adviser.

This declaration should be signed by the Investment Adviser nominated in section A to confirm acceptance of the appointment and to confirm understanding and agreement to the terms and responsibilities set out below.

I, the undersigned, being an authorised signatory and representative of the Investment Adviser, warrant that I have the authority to bind and agree to the terms of this Investment Adviser declaration (the 'Declaration') in the name of and on behalf of the Investment Adviser. For the avoidance of doubt, the terms in this Declaration will be legally binding on the Investment Adviser in their entirety.

The Investment Adviser confirms that they have the authorisation necessary under the legislation and regulations in the following jurisdiction

to act as an Investment Adviser on a discretionary or advisory basis (as selected in section **A**) and will remain so authorised, and comply with the rules of the appropriate regulatory body(ies), whilst acting as an Investment Adviser to this Policy.

The Investment Adviser confirms to notify Utmost PanEurope immediately of any changes of the Investment Adviser's authorisation including disciplinary action taken against the Investment Adviser.

The Investment Adviser acknowledges that any charges that will be paid to them in accordance with section **B** will be for the service they provide to Utmost PanEurope in relation to the Apex (France) Policy held by the Policyholder named in section **A**.

The Investment Adviser hereby undertakes to provide Utmost PanEurope with VAT invoices in respect of any fee charged in accordance with section **B**.

ADVISORY TERMS

The Investment Adviser understands that Utmost PanEurope requires that all investment recommendations are confirmed with the Policyholder before the sale or purchase can be actioned by Utmost PanEurope and must retain evidence of their agreement on record.

For any trades the Investment Adviser has placed, the Investment Adviser must keep a record of all decisions for at least six years from the end of the Policy.

DISCRETIONARY TERMS

The Investment Adviser will act in accordance with the Policyholder's attitude to risk and broad investment objectives, and where the Investment Adviser is managing investments held by a third party Custodian or Platform they will act in accordance with the Policyholder's Investment Strategy.

Platform/Custodian Terms

The Investment Adviser agrees to being appointed, now or in the future, to manage investments held with a third party Custodian or Platform (referred to as an 'External Account') and the Investment Adviser **understands and agrees:**

- › that Utmost PanEurope and the Custodian or Platform have executed an External Account agreement, and agrees that the Investment Adviser's operation of the External Account opened and held by Utmost PanEurope on the Platform or with the Custodian, named in either the **Application Form** or separate **Nomination of Discretionary Fund Manager or Custodian/Platform Form** in respect of this Policy, is subject to the terms of the External Account agreement, and to the terms specified in this Declaration which the Investment Adviser has read, understood and agrees to fully comply with:
 - The Investment Adviser is being appointed to manage, on a discretionary basis, the External Account comprising of assets linked to this Policy. Accordingly, Utmost PanEurope authorises the Investment Adviser to manage the assets within the External Account on its behalf (the 'Investments'), in accordance with the Investment Strategy selected by the Policyholder, which Utmost PanEurope will communicate to the Investment Adviser.

- The Investment Adviser’s appointment under this Declaration shall terminate upon:
 - (a) the Policyholder’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 Investment Adviser.
- In circumstances where the Investment Adviser wishes to terminate this appointment, they shall give no less than 30 days’ written notice to the Policyholder and Utmost PanEurope.
- The Investment Adviser agrees that it has received a copy of, and will only make Investments that comply with, Utmost PanEurope’s investment parameters.
- Utmost PanEurope is not responsible for monitoring the Investments held in the External Account 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 the Investment Adviser’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 Investment Adviser in relation to the Investments or any other function of the External Account. Utmost PanEurope may at any time at its sole discretion give instructions, including without limitation, instructions to sell Investments in the External Account, directly to the Custodian/Platform without notice and without requiring the Investment Adviser’s approval. In the event that the instructions given by Utmost PanEurope conflict with instructions given by the Investment Adviser, Utmost PanEurope’s instructions shall always prevail.
- › The External 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 Investment Adviser nor the Policyholder shall have any claim or ownership over the External Account or the Investments within. Neither the Investment Adviser nor the Policyholder have authority to charge, encumber, mortgage, lend or pledge some or all of the Investments in the External Account at any time.
- › The Investment Adviser may 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 Investment Adviser must retain written evidence of the instruction and/or agreement of the Policyholder to select a Platform DM. The Investment Adviser 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.
- › The External 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 External Account, without Utmost PanEurope’s prior written authority.
- › The Investment Adviser is not permitted to arrange any transfers of cash or Investments into or out of the External Account, except where cash is to be returned to:
 - (a) Utmost PanEurope
 - (b) a bank account designated in writing by Utmost PanEurope; or
 - (c) as part of supporting regular trading or settlement activity.
- › External Account costs relating to trading transactions, custody fees and discretionary fund management costs are charged to the External Account and subsequently the Policy Value. The Investment Adviser shall provide full disclosure of any investment charges or commissions being paid from the External Account upon request. The Investment Adviser must not pay commission to any third parties without the express written permission of Utmost PanEurope.
- › Where the terms of this Declaration conflict with the Investment Adviser’s standard terms or any terms held by the Investment Adviser with the External Account or Platform DM, the terms of this Declaration shall prevail.
- › The Investment Adviser shall be liable for any losses, damages, claims, liabilities or any other expenses whatsoever which it or any other party including without limitation Utmost PanEurope or the Policyholder(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 Policyholder, as the case may be, for any losses suffered or incurred under this clause.
- › To the extent permitted under the applicable law, the Investment Adviser 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.

Investment Adviser company
name and address

Print full name
(Investment Adviser)

Telephone number
(including international dialling code)

Email address

Regulators membership number

Authorised signatory
(Investment Adviser)

SIGNATURE

Date

d

d

m

m

y

y

y

y

D POLICYHOLDER DECLARATION

MANDATORY

The Policyholder should read this section carefully before signing it as it affects their rights and creates a legally binding agreement with Utmost PanEurope dac in connection with the Policy. If the Policyholder does not understand any aspect of this declaration, they should ask their Insurance Intermediary to explain its effect before signing.

By signing this Policyholder Declaration (the 'Declaration'), the Policyholder understands and agrees to be bound by the terms set out below:

- › The Policyholder understands that by completing and signing this Declaration, the Policyholder is nominating and requesting that Utmost PanEurope appoints the Investment Adviser named in section **A**, on either a discretionary or advisory basis, and is therefore, requesting that Utmost PanEurope appoints the Investment Adviser to act on the basis outlined in section **A** ('Nomination').
- › Where an Investment Adviser has been appointed on an advisory basis, Utmost PanEurope extend a Limited Power of Authority ('LPOA') to the Policyholder which enables the Policyholder to confirm and agree investment recommendations made by the Investment Adviser on Utmost PanEurope's behalf.
- › The Policyholder understands they have no legal right to the investments held by Utmost PanEurope or a third party Custodian or Platform. The Policyholder may not give any direct instructions to the Investment Adviser, where appointed on a discretionary basis, regarding the investments, including instructions relating to the selection of assets, or with respect to withdrawals or surrenders. Furthermore the Policyholder may not give any legal charge, pledge or lien over the assets held in an External Account, nor may the Policyholder instruct the Investment Adviser to give any guarantee, indemnity or counterindemnity in favour of any person or company.
- › Utmost PanEurope extends a LPOA to the Policyholder which enables the Policyholder to agree certain charges applied separately for investment advice and custody, the Investment Strategy and risk profile. The Policyholder and their Insurance Intermediary can also obtain valuation statements directly from the Investment Adviser.
- › Utmost PanEurope shall not be liable for any loss or damage suffered by the Policyholder or any Beneficiary of the Policy, including if arising from any act or omission of the Investment Adviser including, but not limited to, any advice given by the Investment Adviser (when acting on an advisory basis) to the Policyholder or the transmission and/or execution of any trade by the Investment Adviser.
- › Utmost PanEurope is not responsible for ensuring that the Investment Adviser complies with the terms of this Declaration, including whether the Investment Adviser:
 - carries out transactions in relation to their External Asset choices, switches and redirections
 - accurately and/or promptly transmits orders.
- › Utmost PanEurope is not responsible for any error or omission by the Investment Adviser regarding asset choice(s) and/or the execution of trades. Any dispute involving these matters must be resolved between the Policyholder and the Investment Adviser directly, and where applicable, in accordance with the terms of any agreement entered into between the Policyholder and the Investment Adviser.
- › The Policy must only invest in assets which are allowable as set out under the **Policy Conditions**.
- › Utmost PanEurope has the right, at its discretion, to refuse individual assets for investment in the Policy.
- › Any assets purchased as a result of an instruction received from the Investment Adviser shall be purchased at the open market buying price as chosen in the contract note issued by the vendor or stockbroker, less any discount Utmost PanEurope has negotiated.
- › Utmost PanEurope reserves the right to realise assets to clear an overdrawn position on any part of the Policy at any time.
- › Any appointment under this nomination will terminate upon:
 - the Policyholder's Written Request
 - at the discretion and direction of Utmost PanEurope
 - the bankruptcy, insolvency, receivership or loss of regulatory authority of the Investment Adviser.

- › The Policyholder understands and accepts that:
 - The Investment Adviser charges will only be paid when there is sufficient value and assets that can be sold in the Policyholder's Policy to cover the payment in full
 - The Investment Adviser charges apply to the Policy as a whole and will not be reduced if the Policyholder takes a withdrawal.
- › The Policyholder should contact their Investment Adviser in the first instance to discuss any Investment Adviser charges the Policyholder believes should not have been applied to the Policyholder's Policy.
- › The Policyholder cannot cancel an Investment Adviser charge after it has been paid, and acknowledges the Policyholder will need to contact the Investment Adviser to discuss whether a refund is payable in full or in part.
- › This instruction is subject to the Policy Conditions of the Policy.
- › Where the Policy is also linked to one or more Discretionary Fund Manager External Account(s) within a Dedicated Internal Fund(s), the Policyholder acknowledges and agrees that:
 - Any Policy Value based Investment Adviser charge payments will be based on the last available value of the Discretionary Fund Manager's External Account held in Utmost PanEurope's records
 - Due to timing differences, there may be significant market movements between the date when Utmost PanEurope's records were last updated with the value of the Discretionary Fund Manager's External Account and the date the Investment Adviser charge is calculated as a percentage of Policy Value for the whole of the Policy.

	Policyholder 1	Policyholder 2	
SIGNATURE			SIGNATURE
Print full name			
Date	<div style="display: flex; justify-content: space-around; font-size: 0.8em;"> ddmmyyyy </div>	<div style="display: flex; justify-content: space-around; font-size: 0.8em;"> ddmmyyyy </div>	