

# DELEGATION NOMINATION OF EXTERNAL MANAGER AND/OR CUSTODIAN (EMC)

## IMPORTANT NOTES

- › This form should be used when you are an existing policyholder and want to nominate an additional EMC or where you wish to change your current EMC.
- › Where you are nominating an additional EMC, the minimum investment amount required where there are two EMCs appointed is £500,000 (US \$1,000,000 or €750,000), subject to a minimum of £100,000 (US\$200,000 or €150,000) allocated to each EMC account.
- › Throughout this document, 'I', 'me' and 'my' refers to you as the applicant, policyholder or trustee.
- › Any nomination of an EMC is subject to approval by Utmost Ireland dac.

## HOW TO COMPLETE THIS FORM

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

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

This form is split into 2 sections for ease of completion.

A summary of who should complete each section is outlined below:

- › **Section 1:** Nomination of External Manager and/or Custodian, investment objective and attitude to risk - to be completed by the **policyholder**.
- › **Section 2:** External Manager and/or Custodian service - to be completed by the **authorised signatory** on behalf of the External Manager.

**SIGNATURE** This symbol highlights the signature sections within this form which need to be signed.

## KEY PARTIES DEFINITIONS

- › **External Manager** - due to the structure of the bond an External Manager must be appointed on a full discretionary basis. Therefore, throughout this section where the term External Manager is used this means the Discretionary Fund Manager. The External Manager is also often the Custodian of the assets.
- › **Custodian/ Platform** - the firm who holds the assets linked to the External Managed Account. This is often the External Manager but if you wish you can choose a separate Custodian/Platform firm to hold the investment portfolio.

## A WEALTH *of* DIFFERENCE

Utmost Wealth Solutions is the trading name used by a number of Utmost companies. Utmost Trustee Solutions is the trading name used by Utmost Trustee Solutions Limited. This item has been issued by Utmost Ireland dac.

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

The following companies are registered in Ireland: Utmost Ireland dac, trading as Utmost Wealth Solutions, is regulated by the Central Bank of Ireland. Its registered number is 303257 and it has its registered office at: Ashford House, Tara Street, Dublin 2, D02 VX67, Ireland. Utmost PanEurope dac, trading as Utmost Wealth Solutions, is regulated by the Central Bank of Ireland. Its registration number is 311420 and it has its registered office at: Navan Business Park, Athlumney, Navan, Co. Meath C15 CCW8, Ireland. Its FCA number is 426350. Both companies are authorised by the Financial Conduct Authority in the UK for Conduct of Business Rules.

## NOMINATION OF EXTERNAL MANAGER AND/OR CUSTODIAN (EMC)

## NOMINATING ADDITIONAL OR REPLACING EMCS

You must complete this form to nominate a new or additional EMC to manage the assets linked to your bond. Please be aware that the appointment of any EMC to your bond is subject to the agreement of Utmost Ireland dac. If your chosen EMC fails to meet the criteria necessary for this bond your request to appoint them as EMC to your bond may be declined. Please read the **Product Guide** for further information.

Please note that this form can only be used for the nomination of one EMC. If you wish to nominate an additional EMC and at the same time change an existing EMC you will need to complete a new copy of this form for each nomination or change. A quarterly administration charge will be applied for each EMC appointed, this charge may be reduced if the EMC provides an electronic valuation feed. For details of these charges please see our **Delegation Guide to Charges** document available on our website [www.utmostwealth.com](http://www.utmostwealth.com)

## WHAT TO DO NEXT

Using the checklist on the final page please ensure you have completed all of the relevant sections.

Once completed, please send the form to **External Management & Custody Services Team, Utmost Ireland dac, C/o Utmost Administration Limited, Royalty House, Walpole Avenue, Isle of Man, IM1 2SL.**

NOMINATION OF EXTERNAL MANAGER AND/OR CUSTODIAN (EMC)

SECTION 1 – TO BE COMPLETED BY THE POLICYHOLDER

**A POLICYHOLDERS' DETAILS (complete in all cases)**

<b>1</b>	Full names of the policyholders	<input type="text"/>
<b>2</b>	Correspondence address of policyholders	<input type="text"/>
	Postcode	<input type="text"/>
<b>3</b>	Telephone number	<input type="text"/>
<b>4</b>	Email address	<input type="text"/>
<b>5</b>	Policy number (if known)	<input type="text"/>

**B NOMINATION OF EXTERNAL MANAGER AND/OR CUSTODIAN**

i) EXTERNAL MANAGER AND/OR CUSTODIAN NOMINATION BASIS

Please complete the tables below by selecting the boxes for the service you wish to be provided, and who you would like to provide it.

**EXTERNAL MANAGER (THE MANAGER)**

<b>1</b>	The Manager is responsible for both external discretionary investment management and custodianship.	<input type="checkbox"/>
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If you tick this box, please complete section ii) (a) on page 4.

OR

<b>2</b>	There will be one Manager providing the external investment service and a separate Custodian/Platform providing custodianship.	<input type="checkbox"/>
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If you tick this box, please complete sections ii) a) and b) on page 4.

NOMINATION OF EXTERNAL MANAGER AND/OR CUSTODIAN (EMC)

ii) EXTERNAL MANAGER AND/OR CUSTODIAN DETAILS

a) EXTERNAL MANAGER (DISCRETIONARY FUND MANAGER)

<b>1</b> Name of nominated External Management firm	<input type="text"/>	
	<input type="text"/>	
<b>2</b> Contact name	<input type="text"/>	
<b>3</b> Contact details	Telephone number (including international dialling code)	<input type="text"/>
	Facsimile number (including international dialling code)	<input type="text"/>
	Email address	<input type="text"/>
		<input type="text"/>
<b>4</b> Address	<input type="text"/>	
	<input type="text"/>	
	<input type="text"/>	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>	

This is the firm providing the discretionary investment management service on the External Managed Account whose details also need to be submitted in Section 2.

b) EXTERNAL CUSTODIAN/PLATFORM

<b>1</b> Name of Custodian/Platform	<input type="text"/>	
	<input type="text"/>	
<b>2</b> Contact name	<input type="text"/>	
<b>3</b> Contact details	Telephone number (including international dialling code)	<input type="text"/>
	Facsimile number (including international dialling code)	<input type="text"/>
	Email address	<input type="text"/>
		<input type="text"/>
<b>4</b> Address	<input type="text"/>	
	<input type="text"/>	
	<input type="text"/>	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>	

This section should be completed if the firm providing custody of the assets is different to the management firm above.

NOMINATION OF EXTERNAL MANAGER AND/OR CUSTODIAN (EMC)

**C ATTITUDE TO RISK AND INVESTMENT OBJECTIVES**

**Please complete this section in all cases.**


Together with this nomination form you must complete an Investment Mandate which is specific to your chosen EMC and can be obtained directly from your chosen EMC or your financial adviser. Once completed you must send the Investment Mandate together with this form to us at: **Utmost Ireland dac, C/o Utmost Administration Limited, Royalty House, Walpole Avenue, Douglas, Isle of Man, IM1 2SL.**

If you do not supply us with the Investment Mandate together with this form, the appointment of your nominated EMC cannot be made.

Please also provide a summary of your attitude to risk and your overall investment objective in the boxes below. The summary must be a reflection of your chosen options in the EMC’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 External Manager and must only be sent to us.

<p><b>1</b> I confirm that my attitude to risk is:</p>	<table border="1" style="width: 100%; height: 60px;"> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> </table>			
<p><b>2</b> I also confirm that my investment objective is:</p>	<table border="1" style="width: 100%; height: 60px;"> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> </table>			

If you have chosen to seek advice you may want to discuss and agree the investment risk level with your financial adviser.



**If either of the above boxes are left blank, we will rely on the Investment Mandate which has been provided by your financial adviser and signed by you.**

Should you wish to allow the External Manager to invest into Non- Mainstream Pooled Investments (NMPIs), you must also complete the separate Investor Declaration and NMPIs Opt In Form.

Should you be required to sign an NMPI declaration, your financial adviser will be required to provide advice to you in respect of NMPIs and will explain the risks of investing into NMPIs in line with the Investment Mandate that you have set for the External Managed Account. Before you complete the separate NMPI Investor Declaration, your financial adviser will obtain and retain sufficient evidence to provide to Utmost Ireland upon request to demonstrate that you satisfy the requirements to link the performance of your bond to such assets and that you understand the risks.

## D NOMINATION OF EXTERNAL MANAGER AND/OR CUSTODIAN (continued)

## INVESTMENT TERMS AND CONDITIONS

In these investment terms and conditions, "I", "me" and "my" mean the policyholder or policyholders and "the Company" means Utmost Ireland dac.

By signing below I agree to the EMC being appointed by the Company to manage the linked External Managed Account (the Account).

I am aware and understand that the EMC:

- a) will manage the Account on a full discretionary basis and will choose the investments to which the performance of my contract is linked; and
- b) the Custodian/Platform will have custody of the assets underlying those investments as outlined in point (a) above; and
- c) will provide an annual declaration to the Company confirming that there has been no selection or influence of the selection of assets, either directly or indirectly, by me. This annual declaration will also confirm that the EMC has controls in place to ensure that I do not select, or influence the selection of, assets. If investment influence or selection by me did occur, then the EMC will be responsible for informing the Company of this immediately.

I agree that because the policy conditions expressly exclude my ability to select, or influence the selection of, investments, I will not influence or select investments and that I will inform the Company immediately if this does occur.

I acknowledge that this bond has been designed with no ability to directly select assets, which I understand means:

- › the bond can only be linked to Accounts managed on a discretionary basis, and that it is not possible for any other assets to be linked to the bond.
- › the EMC and I will be responsible for ensuring that there is no influencing of the selection of assets. It is also understood that there can be no direct, or indirect, influencing or selection of the EMC's asset selection. I understand that if an EMC's asset selection is found to have been selected, or influenced by me, in any way, that the entire bond could become reportable to HM Revenue & Customs (HMRC) and subject to tax penalties as a personalised bond.
- › that if influence occurs whilst the bond is linked to multiple EMC Accounts further risks apply. I understand that where multiple EMC Accounts are held, if selection, or influence, occurs against a single Account that it will penalise the entire bond and not just the tainted Account on which the selection, or influence, has occurred.
- › trading will not generally be permitted in any physical assets (property, art, boats, wine or similar assets), and the Account is unable to invest into any private companies or assets that may have a link to myself as the policyholder.
- › the bond's Dealing Account will be managed by the Company, who generally will retain sufficient monies in this Dealing Account to meet known charges and withdrawals, and may withdraw additional monies from the Account where insufficient monies are held.
- › monies cannot ordinarily be held in the Dealing Account, other than to meet known withdrawals, trades, or charges.
- › it is not possible to close an Account or to change an EMC without providing a fully completed and signed **Nomination of External Manager and/or Custodian** form to the Company. To further add, in the case of wishing to withdraw monies from the bond, it is not possible to move monies from an Account to the Dealing Account, without first having completed and provided the respective withdrawal or surrender instruction in a format acceptable to us.

I am aware and I understand that the appointment will be on terms agreed between the EMC and the Company, which shall be subject to the following:

- › Any change I wish to make to the investment strategy or risk profile of the Account must be agreed directly with the Company. Only the Company is authorised to issue instructions to change the investment strategy or risk profile of the Account.
- › All investments must be in accordance with the Company's **Investment Parameters** for the Delegation bond that are provided by the Company to the EMC. The EMC is authorised to buy and sell assets on behalf of the Company and unless specifically agreed in writing to the contrary by the Company, the EMC must invest in accordance with, and can only place trades in assets that are acceptable according to, the Company's **Investment Parameters** for the Delegation bond.
- › The Company as the owner of the assets has the right to sell, redeem or otherwise dispose of its interest in any of the linked investments held with the EMC at any time, without seeking or requiring my prior consent. I further understand that such decisions may affect the value of my policy's linked benefits as a result of the timing of sales and possible related charges.

This section refers to the investment rules that we have put in place for you, your External Manager and/or the Custodian on the External Managed Account. As all investment dealing linked to this investment option takes place through an External Managed Account that is not directly controlled by Utmost Ireland, we place a number of restrictions on the types of investments that can be held and the access that we permit on these accounts.

You should read through the terms and conditions noted here and ensure that you understand them.

## NOMINATION OF EXTERNAL MANAGER AND/OR CUSTODIAN (EMC)

- › Some or all of the Account investments and the future Account investments made by the EMC, may involve terms which could restrict the Company's ability to realise the cash value of those investments at any time. This may affect the Company's ability to pay, in a timely fashion, any surrender benefit or death benefit, and may lead to a delay in cash settlement of any withdrawal or surrender of the bond.
- › Some or all of the Account investments and the future Account investments made by the EMC, may involve terms which could result in the Company receiving the proceeds of redemption of those investments in more than one instalment. Where the proceeds of redemption are received by the Company in more than one instalment, I understand that the Company reserves the right not to re-invest the proceeds of redemption or pay, in full, any surrender benefit or death benefit until all the proceeds of the redemption have been received in cleared funds by the Company.
- › The Company reserves the right at its discretion to refuse individual assets for investment in the Account.
- › The EMC should not commit the Account at any time to be more than 100% invested (i.e. no overdrawn positions should be created), nor any other commitments made beyond the extent of the investable cash available in the Account without the prior written approval of the Company.
- › Where the conditions of this appointment conflict with the standard terms and conditions of the EMC these conditions shall prevail.
- › I may request that the Company terminate this appointment at any time by giving written notice to the Company.

### Authorities and responsibilities of the EMC and Policyholder

#### 1. Ownership of assets

All assets are and must remain beneficially owned by the Company and must be held in the name of a nominee of the EMC on behalf of the Company, and in accordance with the Irish Insurance Act 1989, form part of the Company's Life Assurance Fund. The Company, therefore, at all times retains the right to require the EMC to buy or sell assets at its sole discretion and without reference to the Policyholders. In exercising this discretion the Company will act reasonably and with proper regard to the need to treat you and its other policyholders fairly.

#### 2. Responsibilities of the EMC

The responsibilities of the EMC are set out throughout this document and are subject always to the overriding right of the Company to give instructions directly to the EMC. The EMC should at all times be aware of and comply with the policyholder authority and specific exclusions noted below.

#### 3. Policyholder authority

Because the Company must at all times retain beneficial ownership of the Account and all assets within the Account, the Policyholder has only a limited authority in connection with the linked investments within the Account:

The Policyholders may:

- › receive direct reporting from the EMC firm including details of cash balances and safe custody holdings and value within the Account and any other category of appropriate information agreed by the Company
- › receive full disclosure of investment charges and terms

For the avoidance of doubt, this authority does not extend to or give authority to the policyholders to do anything else other than as stated above.

4. The Company is not responsible for any reduction in the value of the Account arising directly or indirectly from the EMC's investment decisions.
5. Nothing in this authority shall prevent the Company, as the account holder, from giving instructions directly to the EMC. If there is any conflict between the instructions given by the Company and the investment decisions of the EMC, then the Company's instructions shall prevail.
6. The Company may cancel this authority without prior notice by confirming the cancellation in writing to the Policyholders or the EMC noted in (ii) a) and (ii) b) in section B at their respective address.
7. This authority is issued without the right of substitution, therefore the Policyholders may not appoint another party to act in their place.

**I understand** that in any rolling 12 month period following the initial investment within the bond I will be able to make up to three changes to the Investment Mandate and I understand that further changes may be made at the discretion of the Company. I also understand that the Company may ask the EMC to review the Investment Mandate and to provide written confirmation that it is suitably broad to enable ongoing independent management by them.

This section provides you with details of how the External Managed Accounts are owned and the level of access that Utmost Ireland has agreed for you, (the policyholder), and your EMC.

All external accounts, the assets and cash held are wholly owned by Utmost Ireland. Only the investment performance of the External Managed Account is linked to the value of your bond.

This section lists what you are and are not permitted to do in relation to the investments held within the External Managed Account.

## NOMINATION OF EXTERNAL MANAGER AND/OR CUSTODIAN (EMC)

**I understand** that the Investment Mandate should not refer to any specific assets and be suitably broad to allow robust ongoing management of the Account by the EMC.

**I acknowledge** that any proposed changes to the Investment Mandate must be sent to the Company and that I am not authorised to issue any instructions to change the Investment Mandate to the EMC.

**I understand** that the bond may be linked to up to two EMC Accounts at any one time, and I understand that further changes will be at the discretion of the Company.

**I understand** that I can only make one change to the EMCs appointed to the bond in any 12 month period. Any additional requests for a switch of EMC may be considered at the Company's discretion.

### Legal Liability and Responsibility

It is my responsibility to ensure that at all times I act within the limits of the authority detailed in this document and in particular that I do not directly or indirectly select or influence the linked investments and accordingly I agree as follows:

- a) I accept full responsibility and legal liability for loss, damages or expenses which I or any other party may suffer or incur directly or indirectly as a result of my acting outside the limits of this authority.
- b) I promise on receiving a written request to reimburse the Company and be responsible for any costs, claims, damages or liabilities of whatever kind incurred by the Company as a result of my acting under or outside the scope of this limited investment authority or the policyholder authorities and responsibilities specified within this document.
- c) I also promise not to make or bring any formal or informal legal claims, complaints or proceedings against the Company in respect of my activities under or outside the scope of this limited investment authority or the policyholder authorities and responsibilities specified within this document.

### Personalised Bond Acknowledgement

I understand and agree that:

- › my bond may become personalised for tax purposes due to my selecting or influencing, directly or indirectly, the selection of assets. I am aware that should this situation arise, and such personalised assets be held over a policy anniversary, the policy will be subject to penal taxation.
- › the Company is not responsible for monitoring whether or not I select or influence the selection of assets, either directly or indirectly, but I acknowledge I will advise the Company should I become aware of any breaches.
- › if I act outside of the scope of this application I understand and agree that the Company will report any tax liability that arises to HMRC as per the Company's legal obligation.
- › in the event that an adverse tax event should arise despite the arrangements I have made to avoid this, I agree that I shall not hold the Company responsible nor take legal action against the Company in this regard. Further, I agree to reimburse and meet any reasonable legal or other costs of the Company incurred as a result of becoming subject to any formal or informal legal or other proceedings in connection with such an outcome.

I further agree and understand the following points and undertakings:

- › I understand that there are added risks associated when an EMC is responsible for both the selection and/or safe keeping of investments and where trading occurs in personal assets such as equities, gilts, or bonds.
- › I understand and accept such risks and acknowledge that I have been advised to take independent professional advice before entering into this arrangement.
- › I understand the investment objectives and attitude to risk information (Investment Mandate) is provided by me to the Company, and that only the Company provides changes to the Investment Mandate to the EMC. The EMC is not authorised to instruct or act on such changes unless notified by the Company. The EMC shall be responsible for ensuring compliance with the Investment Mandate information. The Company will not be responsible for ensuring they are met by the EMC.
- › I agree that the Company shall not be responsible for (a) any loss or liability to the Account arising from the above nomination or (b) from reliance upon the discretionary management service given or custodian services rendered or procured by the EMC to the Company or (c) for any action or failure to take action on the part of the EMC giving rise to any loss in the value of the Account howsoever arising (including, but without any limitation, any failure on the part of the EMC to produce a reasonable investment return in relation to the Account or any default by the EMC in relation to custody of the Account's assets).
- › I promise that I will be responsible for, and on receiving formal written request, reimbursing the Company for any costs, losses and/or expenses incurred by the Company as a result of any formal or informal legal claims, complaints or proceedings brought by any party or third party in respect of any loss arising from or in respect of the activities and performance of the EMC.

This section refers to the responsibilities that you, your External Manager and the Custodian have in relation to the selection and safekeeping of assets within the External Managed Accounts.



## NOMINATION OF EXTERNAL MANAGER AND/OR CUSTODIAN (EMC)

- › I make these promises on the understanding of the clear responsibilities on the EMC in relation to the nomination which I have made in section B.
- › I understand that the Company and I have a free choice about the law that can apply to any contract relating to this nomination. The Company proposes to choose the laws of England and Wales, and by completing this form I agree that the laws of England and Wales shall apply and that the Courts of England and Wales shall be the sole forum to consider disputes which may arise out of this nomination.

### POLICYHOLDERS' SIGNATURES

I, the Policyholder, confirm my request for the performance of my bond to be linked to an investment portfolio (the Account) managed by the External Manager and/or Custodian (EMC) in accordance with the selection made within section B.

The Company will not be responsible for any investment strategy or objectives pursued by the EMC, but I understand that the Company may place restrictions on the types of assets that the Account may invest in.

#### Nomination

I hereby request that the EMC be linked to my contract in accordance with the terms and conditions specified in this document and my policy terms and conditions. I authorise and request the Company to enter into any formal agreements required by the EMC and as agreed by the Company to effect this, and I acknowledge that I shall be responsible for any costs arising associated with the appointment and retention of the EMC.

#### Charges

**I understand** that the bond's administration charge will be taken quarterly. In some circumstances the quarterly administration charge may be reduced if the EMC is able to provide the Company with electronic valuation data feeds for my bond which are acceptable to the Company.

Details of these charges can be found in our **Delegation Guide to Charges**.

**I agree and understand** that the EMC will take a fee for non-advice charges, transaction charges and custody services provided, as detailed under the standard charges section of their investment terms and conditions or under special charge terms agreed with me. These deductions will be taken from the Account.

Once appointed, the EMC is authorised by the Company to take the agreed fees from the Account and make any separate investment management service payments on its behalf.

**I also understand** that where one EMC holds multiple External Managed Accounts within the bond the quarterly administration charge may apply to each account held.

**I understand** that the Company will recover from the Account such amounts as necessary to cover the Company's fees and expenses including policy charges as set out in the policy schedule, policy provisions and fund rules.

#### Legal Liability and Responsibility

**I confirm** that the effect of the Legal Liability and Responsibility statements has been explained to me by my financial adviser and that I understand and agree to them.

**For your own benefit and protection, you should read all the terms set out in this form carefully before signing below. If you do not understand any part of this form, please ask your financial adviser to explain it to you before signing.**

	Policyholder/Trustee 1	Policyholder/Trustee 2
<b>SIGNATURE</b>	<input type="text"/>	<input type="text"/>
Print full name	<input type="text"/>	<input type="text"/>
Date	<input type="text" value="d"/> <input type="text" value="d"/> <input type="text" value="m"/> <input type="text" value="m"/> <input type="text" value="y"/> <input type="text" value="y"/> <input type="text" value="y"/> <input type="text" value="y"/>	<input type="text" value="d"/> <input type="text" value="d"/> <input type="text" value="m"/> <input type="text" value="m"/> <input type="text" value="y"/> <input type="text" value="y"/> <input type="text" value="y"/> <input type="text" value="y"/>

#### SIGNATURE

If there are more than two policyholders please photocopy this page and after signing the additional copies attach it securely to the form.

## SECTION 2 – TO BE COMPLETED BY THE AUTHORISED SIGNATORY ON BEHALF OF THE EXTERNAL MANAGER

### E EXTERNAL MANAGER AND CUSTODIAN SERVICE

We (the Manager) acknowledge and understand the investment terms and conditions outlined in this document, and agree to comply and act in accordance with those terms and the terms set out in section D of this form.

#### EXTERNAL MANAGER

We confirm that we have the authorisation necessary under the legislation and regulations in:

**United Kingdom / Jersey / Guernsey / Other** (please state)

to act as External Manager and/or Custodian (EMC) to the Account and will remain so authorised, and comply with the rules of the appropriate regulatory bodies, whilst acting as EMC to this Account.

**We acknowledge** that as set out and defined in the Company's Investment Parameters for the Delegation bond, investments into NMPIs will only be permitted if the Policyholder has provided an NMPIs declaration to the Company and, in turn, the Company has provided a specific NMPIs authority to the EMC to do this.

Subject to the above, where investments are made into NMPIs, such investment into NMPIs is only allowable within the Delegation bond providing we have:

- › completed due diligence on the asset and retained copies of this that can be provided upon request to the Company;
- › ensured that the investment is appropriate and within the Account's investment strategy and risk profile; and
- › prior to investment obtained authority from the Company that such NMPIs can be acquired by the Account.

**We confirm** that we will notify the Company of any changes to our authorisation including any disciplinary action taken against us, relevant to this nomination.

**We confirm** that we have not completed any form or received any written instruction inconsistent with the Policyholder not having power to select or influence investment including the completion of a Point of Investment Declaration (POID) form as this is not permitted.

#### ATTITUDE TO RISK AND INVESTMENT OBJECTIVES

**We confirm** that we are able and willing to manage the Account in accordance with the agreed Investment Mandate submitted with this form.

**We further confirm** that we understand that any Investment Mandate will not come into effect until authorised and formally communicated to us by the Company and subject to any requirements in the Investment Management and Custodian or related agreements between us and the Company.

This section should be completed by the firm who is providing the External Discretionary Management service.

Please circle the country in which you have the necessary authorisation.



NOMINATION OF EXTERNAL MANAGER AND/OR CUSTODIAN (EMC)

**F SEPARATE CUSTODIAN SERVICES (if applicable)**

FOR COMPLETION BY THE AUTHORISED SIGNATORY ON BEHALF OF THE CUSTODIAN/INVESTMENT PLATFORM PROVIDER

We (the Custodian) acknowledge and understand the investment terms and conditions outlined in this document and agree to comply and act in accordance with those terms and the terms of appointment set out in section D of this form.

SEPARATE CUSTODIAN/INVESTMENT PLATFORM PROVIDER

We confirm that we have the authorisation necessary under the legislation and regulations in:

**United Kingdom / Jersey / Guernsey / Other** (please state)

to act as Custodian to the Account and will remain so authorised, and comply with the rules of the appropriate regulatory bodies, whilst acting as Custodian to this Account.

We confirm that we will notify the Company of any changes to our authorisation including any disciplinary action taken against us, relevant to this nomination.

This section should be completed by the firm who is providing Custody services on the External Managed Account, but only if this firm is different to the firm providing the External Management service.

Please circle the country in which you have the necessary authorisation.

SEPARATE CUSTODIAN/ PLATFORM (if applicable)

1 Name of regulatory authority	<input type="text"/>
2 Membership number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
3 Category of membership and/or permitted activities	<input type="text"/> <input type="text"/> <input type="text"/>
4 Authorised signatory of the Custodian/ Platform	<input type="text"/>
5 Print name (in full)	<input type="text"/> <input type="text"/>
6 Date	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
7 Custodian/ Platform company address and name (company stamp if available)	<input type="text"/>

**SIGNATURE**

## NOMINATION OF EXTERNAL MANAGER AND/OR CUSTODIAN (EMC)

**G** CHECKLIST

We want to process your nomination as quickly as possible. To help us do this please ensure that you have provided the following:

- › Please ensure that the form has been signed by all policyholders, trustees or authorised signatories, as applicable.
- › If you are sending any additional instructions or documentation, please attach them securely to the back of this form.

## WHAT TO DO NEXT

**Finally, please send the completed form to External Management & Custody Services Team, Utmost Ireland dac, C/o Utmost Administration Limited, Royalty House, Walpole Avenue, Isle of Man, IM1 2SL.**