

NOMINATION OF INVESTMENT ADVISER

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

IMPORTANT NOTES

This form is not applicable to Delegation bonds, except where the investment conversion facility has been executed.

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

HOW TO COMPLETE THIS FORM

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.**

This form is split into 4 sections for ease of completion. A summary of who should complete each section is outlined below:

- › **Section 1:** Nomination of Investment Adviser - **Applicant(s)/Policyholder(s)/Trustee(s)** must complete in all cases
- › **Section 2:** Paying Investment Adviser Charges (IAC) - this section is optional and should be completed **by the Applicant(s)/Policyholder(s)/Trustee(s)** if you wish to apply an ongoing Investment Adviser Charge to the bond
- › **Section 3:** Investment Adviser declaration - **Investment Adviser** must complete in all cases
- › **Section 4:** Applicant(s)/Policyholder(s)/Trustee(s) declaration - **Applicant(s)/Policyholder(s)/Trustee(s)** must complete in all cases.

If you have requested that an ongoing Investment Adviser Charge (IAC) is taken from the bond, you and your Investment Adviser will authorise this charge in the Investment Adviser declaration and the subsequent Applicant(s)/Policyholder(s)/Trustee(s) declaration.

SIGNATURE This symbol highlights the signature sections within this form which need to be signed by the Applicant(s)/Policyholder(s)/Trustee(s) or Investment Adviser.

Throughout this form, 'I', 'me' and 'my' means the Applicant, Policyholder or Trustee, and 'we' means Utmost PanEurope dac, with the exception of Section C where 'I' refers to your Investment Adviser.

HOW WE USE YOUR INFORMATION

We use the information you give us, about yourself and other people, to provide our products and services. In order to support our products and services, we transfer information between different entities within our immediate operating group and to appointed data processors, but we do not transfer information to other parties, unless required to do so by law or regulation. We do not carry out marketing using the information or transfer, or sell, your personal information to others for marketing purposes.

More details about how we use your information, your rights over this information and how you can exercise your rights can be found in our Privacy Statement. We publish our Privacy Statement on our website at www.utmostinternational.com/privacy-statements or you can contact us on **+44 (0) 203 038 3941** and request a copy.

NOMINATING AN INVESTMENT ADVISER

Charges relating specifically to the investment advice you are receiving can be requested within this document. This type of charge will also need to be illustrated accordingly. However, these charges will not form part of your 5% annual tax-deferred entitlement.

Please do not use this form if you wish to change your existing financial adviser. If this is the case, please complete a separate **Appointment of Financial Adviser form**.

If you have any queries please contact your financial adviser or our Customer Service team on **+44 (0) 203 038 3941**.

INVESTMENT ADVISER CHARGES

Charges relating specifically to the investment advice you are receiving can be requested within this document. This type of charge will also need to be illustrated accordingly. However, these charges will not form part of your 5% annual tax-deferred entitlement.

Adviser charges relating to personal recommendations that are paid from the bond to your financial adviser, will be treated as a withdrawal from the bond and will form part of the 5% annual tax-deferred entitlement. To request an adviser charge to be paid from the bond, complete the separate **Adviser Charges Pack** which is available from our website www.utmostinternational.com or from your financial adviser on request.

Speak to your Investment Adviser for further details about adviser charging.

CHECKLIST

We want to process the nomination as quickly as possible. To help us do this please remember:

- › if you are sending any additional information or documentation, it must be attached securely to this form
- › to ensure that the form has been signed by all Applicant(s)/Policyholder(s)/Trustee(s) or authorised signatories, as applicable.

Once complete, return the form and any supporting documents by email to **info@utmostwealthsolutions.ie** or by post, to: **Utmost PanEurope dac, Ashford House, Tara Street, Dublin 2, D02 VX67, Ireland.**

**SECTION 1 – NOMINATION OF INVESTMENT ADVISER -
APPLICANT(S)/POLICYHOLDER(S)/TRUSTEE(S)
MUST COMPLETE IN ALL CASES**

NOMINATION

| | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|
| 1 Policy number | | | | | | | | | | |
| 2 Policy name | | | | | | | | | | |
| 3 Policyholder correspondence address (in full) | | | | | | | | | | |
| Postcode | | | | | | | | | | |
| 4 Policyholder email address | | | | | | | | | | |
| 5 Policyholder telephone number | | | | | | | | | | |
| 6 Name of firm to be nominated (the Adviser) | | | | | | | | | | |
| 7 Address of Investment Adviser firm | | | | | | | | | | |
| Postcode | | | | | | | | | | |
| 8 Investment Adviser firm email address | | | | | | | | | | |
| 9 Investment Adviser firm telephone number | | | | | | | | | | |

Provide us with the name and address of the firm you wish to nominate as your Investment Adviser.

I hereby nominate the above named firm to be appointed as the Investment Adviser (the Adviser), subject to the terms of my bond, to advise on and change the investments to which my policy is linked. I agree that Utmost PanEurope dac or its authorised agents or attorneys (collectively referred to as the 'Company') shall not be responsible for any loss or liability to the bond arising from this appointment or actions or failure to take action on the part of the Adviser giving rise to any loss in the value of the bond howsoever arising (including but without limitation failure on the part of the Adviser to produce a reasonable investment return in relation to the bond).

I promise that I will be responsible for any costs, losses and/or expenses reasonably incurred by the Company as a result of any formal or informal legal claims, complaints or proceedings brought against the Company in respect of any loss arising from or in respect of the activities and performance of the Adviser. I also promise that I will not make or bring about any formal or informal legal claims, complaints or proceedings against the Company in respect of the activities and performance of the Adviser. I make these promises on the basis of my acknowledgement of the Adviser's clear responsibility in relation to this nomination which I have made in the paragraph above.

I nominate the above named firm to be appointed on a:

- Discretionary basis.** The Adviser will make investment decisions on the fund(s) without any specific consultation with me. The Adviser has confirmed to me that they have the necessary regulatory authorisations to perform this discretionary service.
- Advisory basis.** I confirm that each investment instruction made by the Adviser on the fund(s) will be the result of prior discussions made with me and in accordance with my agreement. I authorise and request the Adviser to retain evidence of my agreement and I authorise and request the Adviser to send the Company copies of such evidence if requested to do so by the Company. The Adviser has confirmed to me that they have the necessary regulatory authorisations to perform this non-discretionary service.

Do not leave blank. Tick one of the following 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.

SECTION 2 – PAYING INVESTMENT ADVISER CHARGES (IAC) - OPTIONAL

PAYING INVESTMENT ADVISER CHARGES

This section must be completed if you want us to facilitate payments to your Investment Adviser from the value of the bond.

We can do this in various ways which are explained in the adviser charging options in our **Guide to Charges**, which is available from our website www.utmostinternational.com.

BEFORE YOU BEGIN

Any agreed Investment Adviser Charges to be paid from the value of your bond will be deducted equally across all policy segments. It is important to note that Investment Adviser Charges can only be paid in the currency of your bond.

Where the bond has been set up on a Guided Architecture basis, any Investment Adviser Charges will, by default, be deducted proportionately across all of the funds invested.

If the bond has been set up on an Open Architecture basis, all charges including Investment Adviser Charges will be debited from the Dealing Account and therefore it must be closely monitored to ensure it doesn't reach an overdrawn position. You can find out more information about our Dealing Account in our **Guide to Investment Options** which can be found on our website at www.utmostinternational.com

Throughout this section, the monetary amount or percentage should be entered **excluding** VAT. If the Investment Adviser Charge (IAC) attracts VAT, tick the relevant box to indicate VAT applies. For example, if the IAC is 1% plus VAT, enter 1% rather than 1.2% assuming 20% VAT is included, and tick the box to indicate that VAT applies.

AD HOC INVESTMENT ADVISER CHARGE

Do you wish for Utmost PanEurope dac to facilitate a single one-off Investment Adviser Charge?

1 Ad hoc monetary amount

£/US\$/€* .

2 Ad hoc IAC payment date

d d m m y y y y

As soon as possible

3 Does the ad hoc IAC attract VAT?

Yes No

(If yes, this will be applied in addition to that stated in **question 1** of this section)

*You must enter your chosen monetary amount in the currency of your bond. Delete as applicable.

EXISTING PAYMENT ARRANGEMENTS

This section should be completed wherever there is an existing arrangement to pay ongoing remuneration from your policy.

Ongoing adviser remuneration refers to all charge arrangements regardless of whether the arrangement was entered into before or after the Retail Distribution Review (i.e. whether it is commission or adviser charging).

1 Existing adviser remuneration paid from this policy should:

- i) Continue to be paid, in addition to the charge(s) requested in this pack
- ii) Be replaced with the charge(s) requested in this pack

If this section is not completed, and there is an existing arrangement in place to pay ongoing remuneration from the bond, your instruction will not be processed until confirmation has been received.

Where you have an existing arrangement in place to pay renewal commission from your bond, on premiums invested before 31 December 2012, any adviser charges requested in this form will not automatically replace this arrangement.

ONGOING INVESTMENT ADVISER CHARGE

Complete this section if you would like to make regular payments to your Investment Adviser for ongoing investment related advice.

1 Frequency: Monthly Quarterly Half-yearly Yearly

2 Total annual amount as either a monetary figure or a percentage value:

Monetary amount (£/US\$/€*) OR % of bond value %

* You must enter your chosen monetary amount in the currency of your bond. Delete as applicable.

3 Ongoing IAC start date / -

4 Does the ongoing IAC attract VAT? Yes No
 (this will be applied in addition to the amount stated in **question 2** of this section)

SECTION 3 – INVESTMENT ADVISER MUST COMPLETE IN ALL CASES

INVESTMENT ADVISER DECLARATION

I, the Adviser, have read and understood the terms of the appointment outlined above and also within the Applicant/Policyholder/Trustee Declaration below and agree to act in accordance with them.

I confirm that I have the authorisation necessary under the legislation and regulations in

(country)

to act as an Adviser on the specified basis and will remain so authorised, and comply with the rules of the appropriate regulatory body(ies), whilst acting as an Adviser to this bond. I confirm that I will notify the Company forthwith of any changes to my authorisation including any disciplinary action taken against me.

Indicate below which of the following regulatory authorisations you currently hold:

| | | | | | |
|--|--------------------------|--------------------------|---------------------------------|--|--------------------------|
| FCA permission Managing Investments (article 37) | | | | | <input type="checkbox"/> |
| FCA permission Advising on Investments (article 53) | | | | | <input type="checkbox"/> |
| Isle of Man FSA regulated | Class 2 | <input type="checkbox"/> | Class 3 | | <input type="checkbox"/> |
| Jersey FSC regulated | Class B | <input type="checkbox"/> | Class C | | <input type="checkbox"/> |
| Guernsey FSC regulated Category 1 and 2 Restricted Activities held to | Advise on investments | <input type="checkbox"/> | Act as discretionary manager | | <input type="checkbox"/> |

By signing this section below I confirm that:

- › Any charges that have/will be taken in relation to Section 2 ('Paying Investment Adviser Charges') will, in my opinion, constitute charges for investment advice which I will give/have given in relation to the bond that is specified in Section 1, question 1. I confirm and understand that investment advice cannot include financial advice or any advice provided to the policyholder to take out the product.
- › If I cannot separate the type of advice I am giving between general and investment advice, or between different products the policyholder has, then such advice will need to be deducted as an Adviser Charge which will be taken as a policyholder withdrawal. I confirm that any Investment Adviser Charges requested to be paid in this pack under Section 2 ('Paying Investment Adviser Charges') do not contain any such 'bundled' charges.
- › Should advice be given other than investment advice, but paid from the bond as an Investment Adviser Charge as per Section 2 ('Paying Investment Adviser Charges'), adverse tax consequences could arise for the policyholder. Utmost PanEurope dac cannot be held responsible for any adverse tax consequences that may occur under such circumstances or should the nature of the investment advice itself be, retrospectively, challenged by HMRC.
- › Where I believe any advice given is not investment advice, or no longer constitutes investment advice, I will immediately inform Utmost PanEurope dac who will cancel any ongoing Investment Adviser Charges detailed in this pack.

Investment Adviser company
name and address

Print full name
(Investment Adviser)

Telephone number
(including international dialling code)

Email address

Regulators membership number
e.g. FCA number

Authorised signatory
(Investment Adviser)

SIGNATURE

Date

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|---|---|---|---|---|---|---|---|

SECTION 4 – APPLICANT(S)/POLICYHOLDER(S)/TRUSTEE(S) DECLARATION

APPLICANT/POLICYHOLDER/TRUSTEE DECLARATION

Read this section carefully before you sign it as it affects your rights and creates a legally binding agreement with Utmost PanEurope dac in connection with the bond. If you do not understand any aspect of this declaration, ask your adviser to explain its effect to you before you sign this section.

The policyholder understands that:

1. The bond may only invest in the type of assets shown in the published menu applicable to the policyholder's contract, which Utmost PanEurope dac reserves the right to change from time to time. Utmost PanEurope dac also has the right at its discretion to refuse individual assets for investment in the bond.
2. Any assets purchased as a result of an instruction received from the Adviser shall be purchased at the open market buying price as shown in the contract note issued by the vendor or stockbroker, less any discount Utmost PanEurope dac has negotiated.
3. Utmost PanEurope dac reserves the right to realise assets to clear an overdrawn position on any part of the bond at any time.
4. Any appointment made under this nomination can be terminated by Utmost PanEurope dac at the policyholder's request or otherwise by the Adviser and Utmost PanEurope dac at any time by giving written notice to the other.

The following declarations relate to where the policyholder has requested that Utmost PanEurope dac pay an Investment Adviser Charge from the bond:

5. **The policyholder authorises** Utmost PanEurope dac to pay the Investment Adviser Charges as set out in this document. Where the policyholder has indicated that the ongoing Investment Adviser Charge attracts VAT, the policyholder also authorises Utmost PanEurope dac to automatically adjust future payments if the rate of VAT changes without any further authority from the policyholder.
6. **The policyholder understands and accepts that where the Investment Adviser Charge is being facilitated from the bond:**
 - › The Investment Adviser Charges will only be paid when there is sufficient value, and assets that can be sold, in the bond to cover the payment in full.
 - › The actual amounts paid by Utmost PanEurope dac as Investment Adviser Charges will be treated as non-taxable withdrawals from the bond and will not be used in any chargeable event calculations.
 - › The Investment Adviser Charges apply to the bond as a whole and will not be reduced if the policyholder takes a withdrawal, or surrenders one or more policy segments, unless the policyholder specifically requests this to happen at the time of the segment surrender.
 - › The policyholder can cancel the instruction to pay any future Investment Adviser Charges due from the bond at any time by writing to the address shown on page 1 of this document.
 - › Until Utmost PanEurope dac receives written notification to cancel this instruction, Utmost PanEurope dac will continue to make payments to the Investment Adviser.
 - › If the policyholder changes the adviser shown in Section 2 ('Paying Investment Adviser Charges'), cancels payment of any Investment Adviser Charges from the bond, cancels the application for the bond within the cancellation period, assigns the bond or any other situation where it is not reasonably possible for Utmost PanEurope dac to facilitate a payment, it will be the policyholder's responsibility to settle any outstanding Investment Adviser Charges directly with the adviser.
 - › The policyholder should contact the Investment Adviser in the first instance to discuss any Investment Adviser Charges the policyholder believes should not have been applied to the bond.
 - › The policyholder cannot cancel an Investment Adviser Charge after it has been paid, even if the policyholder decides to cancel the bond during the cancellation period, and acknowledges that the policyholder will need to contact the adviser to discuss whether a refund is payable in full or in part.
 - › This instruction is subject to the terms and conditions of the bond.

7. Where the bond is linked to an External Managed Account, the policyholder acknowledges and agrees that:

- › Any fund based Investment Adviser Charge payments will be based on the last available fund value for the External Managed Account held in Utmost PanEurope dac's records.
- › Due to timing differences, there may be significant market movements between the date when Utmost PanEurope dac's records were last updated with the fund value of the Externally Managed Account and the date the Investment Adviser Charge is calculated as a percentage of the whole of the bond value.
- › Where the policyholder requires any adjustment in Investment Adviser Charge paid by Utmost PanEurope dac, Utmost PanEurope dac will not be responsible for making such adjustments and the policyholder will liaise directly with the adviser.

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|------------------|--|---|------------------|---|---|---|---|---|---|--|---|---|---|---|---|---|---|---|--|
| | Applicant/Policyholder/Trustee 1 | Applicant/Policyholder/Trustee 2 | | | | | | | | | | | | | | | | | |
| SIGNATURE | | | SIGNATURE | | | | | | | | | | | | | | | | |
| Print full name | | | | | | | | | | | | | | | | | | | |
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| | Applicant/Policyholder/Trustee 3 | Applicant/Policyholder/Trustee 4 | | | | | | | | | | | | | | | | | |
| SIGNATURE | | | SIGNATURE | | | | | | | | | | | | | | | | |
| Print full name | | | | | | | | | | | | | | | | | | | |
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| | Applicant/Policyholder/Trustee 5 | Applicant/Policyholder/Trustee 6 | | | | | | | | | | | | | | | | | |
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A WEALTH *of* DIFFERENCE

www.utmostinternational.com

Calls may be monitored and recorded for training purposes and to avoid misunderstandings.

Utmost PanEurope dac is regulated by the Central Bank of Ireland (No 311420). Its registered office is Navan Business Park, Athlumney, Navan, Co. Meath C15 CCW8, Ireland. Utmost PanEurope dac is a Category A Insurance Permit holder with the Jersey Financial Services Commission.

Utmost Wealth Solutions is registered in Ireland as a business name of Utmost PanEurope dac.

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