

COLLECTIVE INVESTMENT ACCOUNT APPOINTMENT FORM

FOR UK INVESTORS ONLY

USING THE EDITABLE FIELDS?

To ensure your information is saved correctly, we recommend you save the form to your desktop before you start completing the required fields.

Client reference number (if known)

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For office use only

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This form is for use where the applicant for, or existing Bond Owner of, a Utmost International Isle of Man Limited ('**Utmost International**')

- › International Portfolio Bond – Life / International Portfolio Bond – Redemption
- › Collective Redemption Bond / Collective Investment Bond
- › Executive Redemption Bond / Executive Investment Bond ('the Bond')

is UK resident and has requested the underlying investment choice for the Bond to be a Collective Investment Account ('**CIA**') provided by Quilter Investment Platform Limited (QIPL). You need to send this form to us at the same time as you complete the CIA online submission form. We can act on faxed or scanned instructions so do not require originals.

Fax no: +44 (0)1624 655 905 **Email address:** IOMdealing@utmostinternational.com

Any reference to '**Financial Adviser**' in this form means the individual detailed in Part A section 5.

BOND OWNER DETAILS

Please complete all sections (in BLACK INK and BLOCK CAPITALS)

Full name(s) of Bond Owner ('**Bond Owner**')

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Type of Bond (select from list below)

International Portfolio Bond – Life

International Portfolio Bond – Redemption

Collective Redemption Bond

Collective Investment Bond

Executive Redemption Bond

Executive Investment Bond

Bond number (if existing bond)

A SET-UP OF THE CIA AND SWITCHING AUTHORITY (NON-DISCRETIONARY INVESTMENT MANAGEMENT)

For the purpose of this part of the agreement, the singular includes the plural and the masculine includes the feminine and neuter gender and in each case vice versa, unless the context indicates otherwise.

At the request of the Bond Owner, Utmost International will purchase a CIA as an asset of the Bond. The Terms and Conditions of the CIA are recorded in a document entitled terms and conditions for the underlying asset, a copy can be found here <https://platform.quilter.com/siteassets/documents/terms/14695-cia-terms.pdf>

It is important to note that as Utmost International will be the owner of the CIA, due to it being an underlying asset of the Bond, the Bond Owner will have no right or claim, directly or indirectly, on the CIA or the underlying investments.

In order to facilitate the purchase of the CIA and switching within the CIA, Utmost International as legal owner of the CIA wishes to appoint the Bond Owner's Financial Adviser in order for the Financial Adviser to give effect to the Bond Owner's investment choice within the Bond to be a CIA and provide switch instructions in respect of the CIA. Any such instruction must fall within the list of acceptable assets disclosed in section 1 below. Utmost International requests that QIPL gives effect to this request.

1 THE FINANCIAL ADVISER:

- › Will act as Utmost International's Financial Adviser to set up the CIA with QIPL.
- › Will not act on a discretionary fund management basis and will only submit an investment instruction (when the CIA is set up with QIPL) and switch instructions to QIPL if they have received approval of those instructions in writing from the Bond Owner. Where the Bond Owners are trustees, a valid instruction must convey the agreed decisions of all the trustees or, provided that the trust deed permits majority decisions, of a majority of the trustees.
- › Will, where a model portfolio is being recommended for investment within the CIA, present the Bond Owner with a recommendation to invest in the model portfolio, managed by a Discretionary Investment Manager, and will obtain a signed investment mandate from the Bond Owner.

Full details of the arrangements relating to the model portfolio and Discretionary Investment Manager will be conveyed to the Bond Owner, by the Financial Adviser. Such aspects would include:

- The features and risks of the model portfolio;
 - The management of the model portfolio by the Discretionary Investment Manager, to the extent that the Discretionary Investment Manager has full discretion to purchase and sell investments, apply dividends received and exercise rights in respect to investments held;
 - Any applicable fees and charges relating to the management of the model portfolios by the Discretionary Investment Manager.
- › Will ensure that the investment instruction and any switch instructions comply with the following Terms and Conditions. The Financial Adviser must not submit an investment instruction or switch instruction that is to purchase an asset or investment which:
 - would make the Bond a 'personal portfolio bond' in accordance with the Income Tax (Trading and Other Income) Act 2005 and any successor legislation;
 - is registered in a jurisdiction which is on an OECD, FATF or similar 'blacklist';
 - is not realisable on at least a quarterly basis;
 - does not fall within the meaning of S517 (Policies and Contracts) Income Tax (Trading and Other Income) Act 2005 and any successor legislation;
 - would put the CIA in an overdrawn position.
 - › Will ensure the Bond Owner is provided with copies of (1) Key Features of the Collective Investment Account (2) Terms and Conditions for the Collective Investment Account (3) Charges Information Document; and (4) Investment Portfolio Illustration, if applicable.
 - › Confirms that Utmost International has the right to audit their records to verify the investment and any switch instructions or a signed investment mandate for the selection of a model portfolio, if applicable, were received from the Bond Owner.
 - › Undertakes to exercise this authority only in accordance with the permissions and authority granted to the firm under the Financial Services and Markets Act 2000 or any replacement legislation and shall be liable for complying with such legislation.
 - › Understands that this agreement will terminate if the Financial Adviser ceases to be the Bond Owner's Financial Adviser; or where their status as a Financial Adviser changes.

2 QIPL:

- › Accepts no liability for any delay in receipt of switch instructions from the Financial Adviser or for any errors or omissions in any of the information entered by the Financial Adviser when switch instructions are submitted.
- › May refuse to carry out any investment instruction and switch instructions if the instruction is incomplete or unclear or relates to an asset which is not on the list of acceptable assets detailed in the agreement between Utmost International and QIPL.
- › Will process the investment instruction and any switch instructions when they are deemed received by QIPL in accordance with the CIA Terms and Conditions.
- › Is authorised to accept the investment instruction and all switch instructions from the Financial Adviser until notified by Utmost International in writing that this authority is terminated.
- › Must not purchase an asset or investment if it:
 - would make the Bond a 'personal portfolio bond' in accordance with the Income Tax (Trading and Other Income) Act 2005 and any successor legislation;
 - is registered in a jurisdiction which is on an OECD, FATF or similar 'blacklist';
 - is not realisable on at least a quarterly basis;
 - does not fall within the meaning of S517 (Policies and Contracts) Income Tax (Trading and Other Income) Act 2005 and any successor legislation;
 - would put the CIA in an overdrawn position.
- › Will provide Utmost International with additional reporting – as agreed with Utmost International.

3 UTMOST INTERNATIONAL AND THE BOND OWNER:

- › Confirm that this authority shall continue in full force and effect until such time as written notification by Utmost International that this authority is terminated.
- › Understand that this agreement is not transferable and Utmost International and the Bond Owner must complete a new Collective investment Account appointment form if the Financial Adviser ceases to be the Bond Owner's Financial Adviser; or where their status as a Financial Adviser changes.

4 UTMOST INTERNATIONAL:

- › Confirms that it has appointed the Financial Adviser shown in Section 5 as their Financial Adviser to set up a CIA with QIPL.
- › Has instructed the Financial Adviser to provide switch instructions (this includes where a model portfolio is chosen) directly to QIPL once the Bond Owner has agreed to them.
- › Authorises QIPL to accept the investment instruction and switch instructions, which includes online switch instructions, from the Financial Adviser detailed in Section 5.
- › Will publish the total value of the CIA in the quarterly Bond statement. Full details of the underlying investments within the CIA, including any allocation to a model portfolio, are available from the Financial Adviser.
- › Will send a notice of termination to QIPL if Utmost International has been informed in writing that the Financial Adviser is no longer the Bond Owner's Financial Adviser, this includes where a new financial adviser is appointed; or their legal or regulatory status has been altered.
- › Reserves the right to send a notice of termination to QIPL without prior notification from the Bond Owner if Utmost International has become aware that the Financial Adviser:
 - has been refused membership by, or has been expelled from, a professional organisation; or
 - is under investigation by, or has been the subject of disciplinary action by, a regulatory authority; or
 - has carried or is carrying out activities in a manner which could prejudice or be harmful to Utmost International's reputation; or
 - ceases to hold the necessary authorisation due to change of law or regulation.

Upon receipt of the notice of termination from Utmost International, QIPL will cease to act on the instructions of the Financial Adviser.

**5 FINANCIAL ADVISER - AUTHORISED SIGNATORY (FOR COMPLETION
BY THE FINANCIAL ADVISER)**

Financial Services number

Name of firm

Address of firm

Telephone number

Name of appointed representative firm if applicable

By signing this declaration you:

1. confirm that the information in Part A section 5 is correct and that you have read Part A section 1, of this agreement, and you agree to act in accordance with it; and
2. you acknowledge and accept that any dispute between you and Utmost International in respect of or relating to this agreement, howsoever arising, shall be governed exclusively by the law of the Isle of Man. Further, you acknowledge and accept that the High Court of Justice of the Isle of Man shall have exclusive jurisdiction to hear all disputes between you and Utmost International, whether or not concerning this agreement and howsoever arising.

SIGNATURE

Financial Adviser

Name

Date

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B THE QIPL CHARGES**Service Charge**

The Service Charge is an annual charge based on the total value of the CIA within your Utmost International Bond.

It will be deducted monthly in arrears from the CIA. The Service Charge covers the cost of holding or administering these investments and carrying out your instructions by arranging the sale and purchase of funds within the CIA.

QIPL calculate the Service Charge daily and deduct it from the CIA in monthly instalments. Therefore, if the total value of the CIA within your Utmost International Bond changes in future as a result of market movements, withdrawals, or additional investments, the Service Charge will vary accordingly.

The daily charge is calculated as $1/365.25^*$ of an annual Service Charge calculated using the following table. The monthly charge will be the sum of the daily calculations in the previous month.

| CIA VALUE | ANNUAL CHARGE RATE |
|---------------------------|--------------------|
| First £25,000 | 0.50% |
| From £25,000 to £250,000 | 0.30% |
| From £250,000 to £750,000 | 0.25% |
| More than £750,000 | 0.15% |

* 365.25 is used instead of 365 to account for leap years

Discretionary Management Portfolio Fee

A Discretionary Management Portfolio Fee will be paid to a Discretionary Investment Manager where a model portfolio has been selected on the CIA. The fee will be deducted from the CIA.

The fee will be paid to the Discretionary Investment Manager for ongoing services in relation to discretionary managed model portfolio. The fee is expressed as a percentage of the investment held within the model portfolio.

The discretionary management portfolio fee will be calculated daily from the date authorised. The daily fees will then be added together and deducted from the CIA on the first working day of each month due.

If QIPL are unable to deduct the fee, due to other transactions in progress on the CIA, QIPL will deduct it on the first working day after the other transactions are complete. QIPL will meet the fee by using cash held within the CIA or where there is insufficient cash by deducting units proportionately from all funds within the CIA in order to meet the shortfall.

If QIPL receive instructions to end the appointment of the Discretionary Investment Manager, or QIPL cease to act on the instructions of the Discretionary Investment Manager, QIPL will stop any discretionary management portfolio fees to the Discretionary Investment Manager.

C DECLARATIONS

By the Bond Owner:

1. I hereby request that the Financial Adviser be appointed by Utmost International as Financial Adviser to the CIA to which my Bond is linked in accordance with the Terms and Conditions specified in Part A.
2. I authorise and request Utmost International to enter into the agreement, set out in Part A, to effect this appointment, and I acknowledge that I shall be responsible for any costs arising associated with the appointment of the Financial Adviser.
3. I request that Utmost International authorise QIPL to accept and act on the investment instruction and any switch instructions directly from the Financial Adviser provided they are within the Terms and Conditions specified in Part A.
4. I understand that some charges may apply to the CIA, these include a Service Charge and where a model portfolio is selected a discretionary management portfolio fee. If these charges apply, they will be paid by deducting them from the CIA.
5. I confirm that I have read this agreement and received a copy of the (1) Key Features of the Collective Investment Account (2) Terms and Conditions for the Collective Investment Account (3) Charges Information Document; and (4) Investment Portfolio Illustration, if applicable and agree to the Financial Adviser's recommendation for Utmost International to set up a CIA.

6. Disclaimer and Indemnity.

I agree that Utmost International shall not be responsible for:

- a. any loss or liability to the Bond arising from the appointment of the Financial Adviser or arising from services rendered by the Financial Adviser to Utmost International; or
- b. any action or failure to take action by the Financial Adviser giving rise to any loss in the value of the Bond; or
- c. any failure on the part of the Financial Adviser to produce a reasonable investment return in relation to the CIA or Bond.

Further, I will indemnify Utmost International against all claims, demands and actions against Utmost International in respect of such loss described above and all costs and expenses arising from or in respect of the activities, any failure to act or the performance of the Financial Adviser (including but without limitation the cost of defending in any Court any such claim, demand or action against Utmost International and the cost of recovering the investments of the CIA).

I will agree with the Financial Adviser investment objectives for the CIA for which I will be wholly responsible. Utmost International will not be responsible for any investment strategy or objectives pursued by the Financial Adviser or myself, but I understand that Utmost International does place restrictions on the types of investments that may be selected as described in section 1.

By signing this declaration you

1. acknowledge and accept that any dispute between you and Utmost International in respect of or relating to this agreement, howsoever arising, shall be governed exclusively by the law of the Isle of Man. Further, you acknowledge and accept that the High Court of Justice of the Isle of Man shall have exclusive jurisdiction to hear all disputes between you and Utmost International, whether or not concerning this agreement and howsoever arising; and
2. confirm you have read and agree to the provisions of this agreement and the declarations in Part C.

SIGNATURE

First Bond Owner

Bond Owner's Name

Date

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Second Bond Owner

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SIGNATURE

Third Bond Owner

Bond Owner's Name

Date

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Fourth Bond Owner

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Important note: The product(s) named in this document and to which this document relates is accurate as at December 2021 and is subject to change. To ensure applicability with respect to a product and, if applicable, a related policy, before taking any action, please liaise with your adviser and/or contact us directly.

A WEALTH *of* DIFFERENCE

www.utmostinternational.com

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

Utmost International Isle of Man Limited is registered in the Isle of Man under number 24916C.

Registered Office: King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles.

Tel: +44 (0)1624 655 555 Fax: +44 (0)1624 611 715. Licensed by the Isle of Man Financial Services Authority.

Utmost Wealth Solutions is registered in the Isle of Man as a business name of Utmost International Isle of Man Limited.

Quilter is the trading name of Quilter Investment Platform Limited which provides an Individual Savings Account (ISA), Junior ISA (JISA) and Collective Investment Account (CIA) and Quilter Life & Pensions Limited which provides a Collective Retirement Account (CRA) and Collective Investment Bond (CIB).

Quilter Investment Platform Limited and Quilter Life & Pensions Limited are registered in England and Wales under numbers 1680071 and 4163431 respectively.

Registered Office at Senator House, 85 Queen Victoria Street, London, EC4V 4AB, United Kingdom. Quilter Investment Platform Limited is authorised and regulated by the Financial Conduct Authority.

Quilter Life & Pensions Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their Financial Services register numbers are 165359 and 207977 respectively. VAT number 386 1301 59.

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