

APEX (PORTUGAL) APPOINTMENT OF INSURANCE INTERMEDIARY

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

HOW TO COMPLETE THIS FORM

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. **Do not use correction fluid.**

SIGNATURE This symbol highlights the signature sections within this form which need to be signed by the Policyholder or Insurance Intermediary.

If you have any queries, contact your Insurance Intermediary or our Administration Support team on **00 353 1 636 9383**.

Once completed, send to: **Utmost PanEurope dac, Navan Business Park, Athlumney, Navan, Co. Meath, C15 CCW8, Ireland.**

PRIVACY NOTICE

Our Privacy Notice explains when and why we collect personal information about our customers, how we use it, the conditions under which we may share it with others and how we keep it secure. It also explains how long we keep customer information for, how a customer can obtain details of the information we keep and the choices customers have about how we use that information. You can find a copy at www.utmostinternational.com or you can request a copy from our Administration Support team.

CHECKLIST

We want to process the appointment as quickly as possible. To help us do this:

- › securely attach any additional information or documentation to the back of the form
- › ensure that the form has been signed by all Policyholders.

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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 duly registered for the pursuit of the life insurance business in Portugal on a freedom to provide services basis, and is duly registered for such purposes with the Portuguese Insurance Supervisory Authority (Autoridade de Supervisão de Seguros e Fundos de Pensões or 'ASF') under the number 4693.

UPE WS PR 00027/02.2022

APPOINTMENT OF INSURANCE INTERMEDIARY

A APPOINTMENT

1	Policy number	<input type="text"/>
2	Policyholder(s) full name	<input type="text"/>
3	Name of firm to be appointed (the Insurance Intermediary)	<input type="text"/>
4	Name of contact person	<input type="text"/>
5	ASF registration number	<input type="text"/>
6	Ongoing commission	<input type="text"/> %

Complete this section only if you wish to pay your new Insurance Intermediary a different ongoing commission amount than that paid to your previous Insurance Intermediary.

B EXISTING COMMISSION

By requesting the appointment of a new Insurance Intermediary, any existing ongoing commission arrangements on the Life Insurance Policy will normally stop. However, by ticking the box below, the Policyholder(s) may elect to re-register the current ongoing commission to the new Insurance Intermediary. The new Insurance Intermediary will need to provide you with an ongoing service for re-registration to apply, and the Policyholder(s) will need to agree this with the new Insurance Intermediary before completing this section. For more information contact the new Insurance Intermediary who will be able to assist.

The Policyholder(s) wishes to re-register ongoing commission payments to the Insurance Intermediary named in section A3, and therefore requests Utmost PanEurope dac to pay any ongoing commission to this entity.

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C FUND AUTHORISATION

Tick this box if the Policyholder(s) wishes to instruct Utmost PanEurope dac to execute external fund choices directly themselves, subject to the terms below. ☐

Tick this box if the Policyholder(s) wishes to authorise the Insurance Intermediary named in section A3 to instruct Utmost PanEurope dac on their behalf to execute external fund choices, subject to the terms set out below. ☐
This option is only applicable where the Policyholder has not appointed a Discretionary Fund Manager or Platform.

- › The Policyholder(s) understands and agrees that he/she/they are responsible for all decisions relating to external fund choices, switches and redirections.
- › Where the Policyholder(s) opts to instruct Utmost PanEurope dac ("Utmost PanEurope") to execute external fund choices themselves, the Policyholder(s) understands and agrees the following:
 - i. Utmost PanEurope is not responsible for any error or omission by the Policyholder(s) regarding the selection of external fund choices or the instructions provided to Utmost PanEurope
 - ii. Utmost PanEurope is entitled to execute the external fund choices based on the instructions received from the Policyholder(s) without any further consultation
 - iii. Utmost PanEurope may refuse to accept instructions regarding fund choices, switches or redirections from the Policyholder(s) at any time at its absolute discretion.
- › Where the Policyholder(s) opts to authorise the Insurance Intermediary named in section A3, to instruct Utmost PanEurope on their behalf to execute external fund choices, the Policyholder(s) understands and agrees the following:
 - i. The Policyholder(s) is appointing the Insurance Intermediary to execute external fund choices, switches and redirections on their behalf (the "Appointment")
 - ii. The Policyholder(s) is responsible for communicating its decisions in relation to external fund choices, switches and redirections ("Decisions") to the Insurance Intermediary
 - iii. The Insurance Intermediary will keep a record of all Decisions for 7 years from the termination of the Life Insurance Policy
 - iv. Utmost PanEurope shall not be liable for any loss or damage suffered by the Policyholder(s) or any beneficiary of the Policy, including any loss or damage arising from any act or omission of the Insurance Intermediary. This includes, but is not limited to, any advice given by the Insurance Intermediary for the transmission and/or execution of any trade by the Insurance Intermediary
 - v. Utmost PanEurope is not responsible for ensuring that the Insurance Intermediary complies with section C, including whether the Insurance Intermediary: (1) follows the decisions of the Policyholder(s) in relation to their asset choices, switches and redirections; (2) accurately and/or promptly transmits orders
 - vi. Utmost PanEurope is not responsible for any error or omission by the Insurance Intermediary regarding asset choice(s) and/or execution of trades. Any dispute involving these matters must be resolved between the Policyholder(s) and the Insurance Intermediary directly, and where applicable in accordance with the terms of any agreement entered into between the Policyholder(s) and the Insurance Intermediary
 - vii. The Appointment will 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 Insurance Intermediary
 - viii. Utmost PanEurope can refuse to accept instruction regarding fund/asset choices, switches and redirections from the Insurance Intermediary at any time at its absolute discretion
 - ix. Utmost PanEurope can refer any instruction given by the Insurance Intermediary to the Policyholder(s) at its discretion at any time.

Policyholder(s) Signature(s)

	Policyholder 1	Policyholder 2	
SIGNATURE			SIGNATURE
Print full name			
Date	d d m m y y y y	d d m m y y y y	

D INSURANCE INTERMEDIARY AUTHORISATION

I, the undersigned, being an authorised signatory and representative of the Insurance Intermediary named in section A3 (the "Insurance Intermediary"), warrant that I have the authority to bind and agree to the terms of this Insurance Intermediary Declaration (the "Declaration") in the name and on behalf of the Insurance Intermediary. For the avoidance of doubt, the terms of this Declaration will be legally binding on the Insurance Intermediary in their entirety.

1. Where the Insurance Intermediary has an existing relationship with the Policyholder(s), it confirms that any accounts / relationship has been conducted satisfactorily
2. The Insurance Intermediary is not aware of any activities undertaken by the Policyholder(s) that would lead it to suspect that they are involved in any form of criminal activity and/or money laundering
3. The Insurance Intermediary shall inform Utmost PanEurope dac ("Utmost PanEurope") immediately if it suspects that the Policyholder(s) is involved in any of the activity outlined in the preceding paragraph 4
4. Where the Policyholder(s) has authorised the Insurance Intermediary to instruct Utmost PanEurope to execute external fund choices on their behalf under section C ("Authorisation Terms"), the Insurance Intermediary agrees and understands that it is being appointed as an investment adviser to transmit the Policyholder(s)'s external fund choices to Utmost PanEurope and to manage the Policyholder(s)'s Dealing Account. The Insurance Intermediary further understands and agrees:
 - (a) to the Authorisation Terms, which it has read and shall comply with;
 - (b) that Utmost PanEurope has the right to receive a copy of Policyholder(s)'s instruction(s) (the "Records") at any time upon written request and at its discretion. The Insurance Intermediary undertakes to promptly provide any Records upon receipt of any such request from Utmost PanEurope; and
 - (c) that it is responsible for the management and maintenance of the cash held within the Dealing Account including, without limitation, ensuring that there is sufficient cash available in the Dealing Account to cover the cost of any charges or withdrawals. Any cash amount that exceeds the known level of charges and withdrawals will be invested into a Money Market fund.
5. The Insurance Intermediary further warrants that it has the necessary authorisations and registrations under the legislation and regulations in its regulatory jurisdiction to act in the capacity of an Insurance Intermediary including its role as an investment adviser where applicable, and that it shall remain authorised and registered and act in compliance with the rules of the appropriate regulatory bodies whilst acting in this capacity. The Insurance Intermediary shall notify Utmost PanEurope of any changes to its regulatory authorisations and registrations including, without limitations, any disciplinary actions (including suspensions) relevant to its role as an Insurance Intermediary and where applicable, an investment adviser.

Insurance Intermediary

SIGNATURE

Print full name

Date

d	d	m	m	y	y	y	y
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E POLICYHOLDER DECLARATION

The Policyholder hereby appoints the firm named in section A3 as the Policyholder's Insurance Intermediary, subject to the terms of the Policyholder's Life Insurance Policy. The Policyholder understands that:

1. This appointment may be terminated by the Policyholder, the Insurance Intermediary or Utmost PanEurope at any time by giving prior written notice to all other parties, and
2. Utmost PanEurope will pass details concerning the Policyholder's bond to the Insurance Intermediary unless Utmost PanEurope is informed that the Insurance Intermediary is no longer acting for the Policyholder.

Utmost PanEurope will not pass the Policyholder's personal information to any other party claiming to act for the Policyholder unless the Policyholder gives Utmost PanEurope authority in writing to do so.

Where the Policyholder has indicated the Policyholder's wish for the Insurance Intermediary to instruct Utmost to place trades on the Policyholder's behalf in section C of this form, the Policyholder confirms to have read, understood and agree to the terms set out therein.

	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>	

Signature of the Policyholder's spouse is required below, if the Policyholder and the spouse are subject to the joint marital regime and the spouse is not the Policyholder.

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