

# INVESTMENT SERVICES APPOINTMENT

## BEFORE YOU BEGIN

You should use this form if you wish to:

- › Appoint a new Investment Adviser, Custodian and/or Investment Platform to your policy
- › Amend an existing discretionary investment adviser fee or ongoing adviser charge, payable to your existing Investment Adviser; or
- › Add a new discretionary investment adviser fee or ongoing adviser charge, payable to your existing Investment Adviser.

You can use this form for any of the following products:

- › Wealth Management Portfolio
- › Wealth Planning Account
- › Private Client Portfolio
- › Investment Portfolio (Portfolio Phase only).

Complete all relevant sections of this form by typing in the fields. Once complete, print and sign using a pen.

Alternatively, print and complete this form in **BLOCK CAPITALS** using **blue or black ink**.

If any of the information on this form needs to be changed, all Policyholders must initial and date the changes. If a change is made to section A2 this will also need to be initialled and dated by the Investment Adviser.

## CHECK DETAILS ALREADY FILLED IN

If any details are already completed (based on what you have told your adviser), you should check these before you sign the 'Declaration' in section B.

## WHAT TO DO WHEN YOU HAVE COMPLETED THIS FORM

Return the completed form, by post, to: **Utmost PanEurope dac, Ashford House, Tara Street, Dublin 2, D02 VX67, Ireland.**

## A WEALTH *of* DIFFERENCE

[www.utmostinternational.com](http://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.

UIC PR 0111 | 11/22

**A** INVESTMENT SERVICES AGREEMENT ('THE AGREEMENT')

This is an agreement between the Policyholder(s), the Investment Adviser and Utmost PanEurope dac (otherwise known as 'the Parties') under which Utmost PanEurope dac, on the recommendation of the Policyholder(s), appoints the Custodian, the Investment Adviser and (if applicable) the Investment Platform and the Policyholder(s) agrees to the appointment.

These appointments are subject to the terms and conditions set out in section C.

Please take some time to read section C and make sure you understand each party's obligations.

**A1 POLICYHOLDER DETAILS**

Name(s) of Policyholder(s)	<div><div></div><div></div><div></div><div></div></div>
Address of Policyholder(s)	<div><div></div><div></div><div></div></div>
Postcode	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>
Application dated	<div><div>d</div><div>d</div><div>m</div><div>m</div><div>y</div><div>y</div><div>y</div><div>y</div></div>
OR	
Personal illustration number	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>
OR	
Policy number	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>
	('the Policy')

**APPOINTMENT BASIS**

The Policyholder(s) should confirm on what basis the Investment Adviser is to be appointed by ticking one appropriate box below:

☐ **Option 1:** The Policyholder(s) confirms that the Investment Adviser will be acting on a discretionary basis in relation to the assets linked to the Policy in accordance with the terms and conditions set out in section C1.2.

OR

☐ **Option 2:** The Policyholder(s) confirms that the Investment Adviser will be acting on an advisory basis in relation to the assets linked to the Policy in accordance with the terms and conditions set out in section C1.3.

If the Policyholder(s) chooses Option 1, Utmost PanEurope dac can only accept dealing instructions from the Investment Adviser.

If the Policyholder(s) chooses Option 2, Utmost PanEurope dac can accept dealing instructions from either the Policyholder(s) or the Investment Adviser.

## A2 INVESTMENT ADVISER DETAILS

This section must be completed by the Investment Adviser only.

Name of Investment Adviser (‘the Investment Adviser’)	<input type="text"/>
Utmost PanEurope dac reference number (if known)	<input type="text"/>
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"/> <input type="text"/> <input type="text"/>
Telephone number	<input type="text"/>
Fax number	<input type="text"/>
Email address	<input type="text"/>

## INVESTMENT ADVISER BANK DETAILS

Account name	<input type="text"/>
Account Number (for BACS payments this must be 8 digits)	<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"/>
Sort code	<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"/> (must be 6 digits)
Building Society roll number (if applicable)	<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"/>
Bank BIC/Swift code (required for all banks outside the UK)	<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"/>
IBAN (required for all bank accounts in the EU)	<input type="text"/>
Bank name	<input type="text"/>
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"/> <input type="text"/> <input type="text"/>
Account reference (if applicable)	<input type="text"/>

## INVESTMENT ADVISER REGULATORY DETAILS

Investment Adviser’s Financial Conduct Authority (FCA) reference number

If the Investment Adviser is not regulated by the FCA, please provide details of their relevant regulator

## APPOINTMENT BASIS

The Investment Adviser confirms their appointment basis is the same as that indicated by the Policyholder(s) in section A1.

## INVESTMENT RESTRICTIONS

The Investment Adviser shall meet the following criteria:

- › The only assets that shall be held within the Portfolio are those assets that are permitted within section 520 of the Income Tax (Trading and Other Income) Act 2005 and/or any UK law that precedes, changes or replaces it; and
- › The assets must be acceptable within the Central Bank of Ireland asset admissibility rules for Irish authorised insurers which are contained in the European Communities (Life Assurance) Framework Regulations 1994.

For the purpose of this Agreement, 'Portfolio' has the same definition as that set out in the policy conditions applicable to the Policy.

Or, where the Undertakings for Collective Investment in Transferable Securities (UCITS) restriction applies to the Portfolio (European Portability Option only):

- › All of the assets of the Portfolio are only invested in UCITS and/or in cash deposits with an European Economic Area (EEA) bank.

Complete section A3 if the Custodian is not Utmost PanEurope dac's usual custodian (Citibank N.A. or another custodian we appoint in the future).

Complete section A4 if an Investment Platform is to be appointed and you wish to use the Custodian linked to that platform which, to avoid doubt, is not Utmost PanEurope dac's usual custodian.

### A3 CUSTODIAN DETAILS

Name of Custodian (the Custodian)	<input type="text"/>
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"/> <input type="text"/> <input type="text"/>
Telephone number	<input type="text"/>
Fax number	<input type="text"/>
Email address	<input type="text"/>
Custodian's current FCA reference number	<input type="text"/>

### CUSTODIAN BANK DETAILS

Account name	<input type="text"/>
Account Number (for BACS payments this must be 8 digits)	<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"/>
Sort code	<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"/> (must be 6 digits)
Building Society roll number (if applicable)	<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"/>
Bank BIC/Swift code (required for all banks outside the UK)	<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"/>
IBAN (required for all bank accounts in the EU)	<input type="text"/>
Bank name	<input type="text"/>
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"/> <input type="text"/> <input type="text"/>
Account reference (if applicable)	<input type="text"/>

## A4 INVESTMENT PLATFORM DETAILS

Name of Investment Platform (‘the Investment Platform’)	
Address	
Postcode	<div> <div></div> <div></div> <div></div> <div></div> <div>-</div> <div></div> <div></div> <div></div> </div>
Phone number	
Fax number	
Email address	
Investment Platform’s current FCA reference number	

## INVESTMENT PLATFORM BANK DETAILS

Account name	<input type="text"/>
Account Number (for BACS payments this must be 8 digits)	<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"/>
Sort code	<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"/> (must be 6 digits)
Building Society roll number (if applicable)	<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"/>
Bank BIC/Swift code (required for all banks outside the UK)	<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"/>
IBAN (required for all bank accounts in the EU)	<input type="text"/>
Bank name	<input type="text"/>
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"/> <input type="text"/> <input type="text"/>
Account reference (if applicable)	<input type="text"/>

A5 DISCRETIONARY INVESTMENT ADVISER FEE- APPLICABLE ONLY TO INVESTMENT ADVISERS ACTING ON A DISCRETIONARY BASIS

You should complete this section if there is a discretionary investment adviser fee.

- A5.1 The Policyholder(s) and the Investment Adviser agree that the Custodian will debit from the Portfolio, and pay the Investment Adviser, an amount equal to the fees (if any) the Investment Adviser charges for providing the discretionary services in relation to the Policy. It is the responsibility of the Investment Adviser to disclose these fees (or any future increases and decreases) to the Policyholder(s) and such fees will be treated as product charges.

- A5.2 Where the Investment Adviser requires Utmost PanEurope dac's usual custodian to facilitate payment of the discretionary investment adviser fee, tick the box and indicate the percentage required below. ☐

An amount equal to a percentage of the Policy value  
 % per year, to be paid quarterly.

- A5.3 Any fees taken by the Custodian and/or Investment Platform will be treated as one of the liabilities and expenses of the Portfolio.
- A5.4 The Policyholder(s) acknowledges that value-added tax (VAT) in respect of the fees will be accounted for by Utmost PanEurope dac as applicable, and that any VAT so accounted for will be debited from the Portfolio.
- A5.5 The Policyholder(s) and the Investment Adviser acknowledge and agree that, by signing this Agreement, Utmost PanEurope dac is not endorsing, marketing or promoting any of the services offered by the Investment Adviser. It is the sole responsibility of the Investment Adviser and the Policyholder(s) to review the valuation statements received in respect of the Policy and to ensure the fees which have been disclosed to the Policyholder(s) for the discretionary management services are correctly deducted by the Custodian and/or Investment Platform.

#### A6 ADVISER CHARGE INSTRUCTION- APPLICABLE ONLY TO AN INVESTMENT ADVISER ACTING ON AN ADVISORY BASIS

This section can only be completed where you have policy conditions booklet WMP 4.0 or later.

You can find this information on your Policy Schedule.

This instruction must be completed where the Policyholder(s) has agreed to pay fee(s) to the Investment Adviser for their advice and/or services and the Policyholder(s) wants Utmost PanEurope dac to facilitate the payment.

This charge will count towards the Policyholder(s)' yearly 5% tax-deferred withdrawal allowance. Utmost PanEurope dac will not facilitate an ongoing adviser charge that is to be deducted at source.

- A6.1 The Policyholder(s) should enter the ongoing adviser charge they have agreed to pay the Investment Adviser:
- An amount equal to a percentage of the Policy value  % per year, to be paid quarterly.
- Where the Policyholder(s) has appointed a Custodian, for all or some of the assets of the Portfolio, that is not Utmost PanEurope dac's usual custodian, the value of the Policy on the date this charge is deducted will be based on the latest valuation Utmost PanEurope dac has received from the Custodian for a quarterly valuation date. This means that any additional investments or withdrawals made after that valuation date will not be taken into account when calculating this charge. If Utmost PanEurope dac has an additional agreement in place with the Custodian for more frequent valuations, it will use these.
- A6.2 It is the Policyholder(s)' responsibility to make sure that this instruction sets out the correct amount of adviser charges and is fully complete. Incomplete or unclear instructions may result in a delay in the payment of adviser charges to the Investment Adviser.
- A6.3 Once the adviser charges have been deducted from the Policy, Utmost PanEurope dac will hold it as agent for onward payment to the Investment Adviser. This means that, once it has been deducted, it has been paid to the Investment Adviser and Utmost PanEurope dac cannot change or return it.
- A6.4 The rules governing taxation of taking withdrawals and adviser charges from the Policy are complex and the Policyholder(s) should consult their financial adviser about the current legislation before completing this section.
- A6.5 Utmost PanEurope dac will always need a new Investment Services Appointment Form or any subsequent forms if the adviser charges change or if the Policyholder(s) appoints a new Investment Adviser. If the Policyholder(s) wants Utmost PanEurope dac to stop deducting adviser charges, they must give Utmost PanEurope dac instructions in writing.
- A6.6 The Policyholder(s) should ensure that the Investment Adviser has provided them with an adviser charge illustration.
- A6.7 The Policyholder(s) should make sure they keep a sufficient balance in the cash account of the Portfolio at all times to cover adviser charges.
- A6.8 Payment of the adviser charges set out in this form will be in addition to any other adviser charge(s) that the Policyholder(s) has instructed Utmost PanEurope dac to deduct from the Policy.
- A6.9 The Policyholder(s) acknowledges that value-added tax (VAT) in respect of the fees will be accounted for by Utmost PanEurope dac as applicable, and that any VAT so accounted for will be debited from the Portfolio.

**B DECLARATION**

**By signing this Agreement:**

- › Utmost PanEurope dac, the Policyholder(s) and the Investment Adviser confirm their intent that this Agreement constitutes a binding contract between the Parties.
- › The Policyholder(s) and the Investment Adviser confirm that they have read the terms and conditions set out in section C of this Agreement.
- › The Policyholder(s) agrees to Utmost PanEurope dac contacting their adviser, where necessary, for confirmation of details provided in this Agreement.

This Agreement has been executed by the Parties.

	<b>Policyholder 1</b>	<b>Policyholder 2</b>	
<b>SIGNATURE</b>	<div></div>	<div></div>	<b>SIGNATURE</b>
Print full name	<div></div> <div></div>	<div></div> <div></div>	
Date	<div>d</div> <div>d</div> <div>m</div> <div>m</div> <div>y</div> <div>y</div> <div>y</div> <div>y</div>	<div>d</div> <div>d</div> <div>m</div> <div>m</div> <div>y</div> <div>y</div> <div>y</div> <div>y</div>	
	<b>Policyholder 3</b>	<b>Policyholder 4</b>	
<b>SIGNATURE</b>	<div></div>	<div></div>	<b>SIGNATURE</b>
Print full name	<div></div> <div></div>	<div></div> <div></div>	
Date	<div>d</div> <div>d</div> <div>m</div> <div>m</div> <div>y</div> <div>y</div> <div>y</div> <div>y</div>	<div>d</div> <div>d</div> <div>m</div> <div>m</div> <div>y</div> <div>y</div> <div>y</div> <div>y</div>	
	<b>Investment Adviser</b>	<b>Authorised signatory on behalf of Utmost PanEurope dac</b>	
<b>SIGNATURE</b>	<div></div>	<div></div>	<b>SIGNATURE</b>
Print full name	<div></div> <div></div>	<div></div> <div></div>	
Date	<div>d</div> <div>d</div> <div>m</div> <div>m</div> <div>y</div> <div>y</div> <div>y</div> <div>y</div>	<div>d</div> <div>d</div> <div>m</div> <div>m</div> <div>y</div> <div>y</div> <div>y</div> <div>y</div>	



**C TERMS AND CONDITIONS**

The following terms and conditions apply to this Agreement:

**C1 Investment Restrictions**

C1.1 The Investment Adviser shall:

- › Ensure the only assets held within the Portfolio are those assets permitted within section 520 of the Income Tax (Trading and Other Income) Act 2005 and/or any UK law that precedes, changes or replaces it
- › Ensure the assets must be acceptable within the Central Bank of Ireland's asset admissibility rules for Irish authorised insurers which are contained in the European Commission (Life Assurance) Framework Regulations, 1994
- › Ensure where the UCITS restriction applies to the Portfolio (European Portability Option only), that all assets of the Portfolio are only invested in UCITS and/or in cash deposits with an EEA bank
- › Disclose to the Policyholder(s) all of the costs and charges associated with the services provided by the Investment Adviser, the Custodian and (if applicable) the Investment Platform in respect of the Portfolio
- › Provide the Policyholder(s) with a copy of the standard terms and conditions of the Custodian and (if applicable) the Investment Platform
- › Maintain professional indemnity insurance with a reputable insurer that is adequate to cover any and all breaches of this Agreement and any duties owed to Utmost PanEurope dac or the Policyholder(s)
- › Immediately notify Utmost PanEurope dac in writing should the Investment Adviser's regulatory authorisation change or cease, or should any regulator take or threaten to take disciplinary action against the Investment Adviser
- › If acting on an advisory basis, make sure that each investment instruction given by it will be the result of prior discussions made with the Policyholder(s) and in line with the Policyholder(s) agreement and the Investment Adviser shall retain evidence of the Policyholder(s) agreement and provide the relevant evidence to Utmost PanEurope dac if requested and
- › If acting on a discretionary basis or, if selecting an investment strategy provided by a third party investment manager on the Investment Platform, agree appropriate investment objectives with the Policyholder(s).

C1.2 The Investment Adviser will, if appointed to act on a discretionary basis in relation to the Portfolio, have sole responsibility and

complete discretion in relation to investment decisions. Investment instructions will be sent from the Investment Adviser without prior consultation with the Policyholder(s). The Policyholder(s) acknowledge and agree that the Investment Adviser has confirmed to the Policyholder(s) that they have the necessary regulatory authorisation to perform this role.

C1.3 The Investment Adviser will, if appointed to act on an advisory basis in relation to the Portfolio, provide independent investment advice and investment instructions will only be sent after the Investment Adviser has consulted with the Policyholder(s). The Policyholder(s) acknowledge and agree that the Investment Adviser is authorised by the Policyholder(s) to send investment instructions on behalf of the Policyholder(s) and that the Investment Adviser has confirmed to the Policyholder(s) that they have the necessary regulatory authorisation to perform their role.

**C2** The Investment Adviser undertakes that, except where the Policy provides otherwise, the Portfolio shall not at any time be more than 100% invested and no overdrafts may be created nor any other commitments made beyond the total extent of cash available in the Portfolio.

**C3** The Policyholder(s) and the Investment Adviser acknowledge and agree that the assets linked to the Policy are held by the Custodian for the benefit of Utmost PanEurope dac and, notwithstanding any other provision of this Agreement, Utmost PanEurope dac may at any time require the Investment Adviser to dispose of any asset linked to the Policy. Utmost PanEurope dac reserves the right, at its absolute discretion, to reject advice and/or instructions given by the Investment Adviser.

**C4 Authorisation**  
The appointed Investment Adviser must, whether it is authorised to act on a discretionary or an advisory basis, maintain such authorisation as is necessary to act as appointed Investment Adviser for the purpose of this Agreement under the legislation, regulations and rules in the country in which the services are provided or deemed to be provided.

**C5 Fees**

C5.1 The Policyholder(s) and the Investment Adviser acknowledge and agree that it is their responsibility to make sure that this Agreement sets out the correct discretionary Investment Adviser fee, if it applies.

C5.2 Some or all of the assets of the Portfolio may be invested in pooled assets selected by the Investment Adviser from time to time (the underlying assets). The Policyholder(s) acknowledges that these underlying assets may be subject to a separate management charge.

C5.3 The Policyholder(s) and the Investment Adviser acknowledge and agree that it is their responsibility to find out the fees imposed by the Custodian and/or Investment Platform before the Policyholder asks Utmost PanEurope dac to agree to their appointment.

C5.4 Where some or all of the assets of the Portfolio are held by a Custodian which is not Utmost PanEurope dac's usual custodian, the Policyholder(s) and the Investment Adviser acknowledge and agree that it is their responsibility to check that the Custodian is deducting the correct fees and charges from the Policy.

## C6 Adviser charges

C6.1 The Policyholder(s) should contact the Investment Adviser if they consider that the amount Utmost PanEurope dac has deducted is incorrect. If there is a dispute between the Policyholder(s) and the Investment Adviser about the amount of the adviser charge, the Policyholder(s) should contact the Investment Adviser.

C6.2 The Policyholder(s) may remain liable to pay the Investment Adviser the adviser charges if the value of the Policy is not enough to allow Utmost PanEurope dac to deduct the adviser charges from it, or if the adviser charge is stopped. The Policyholder(s) should check the terms of the Agreement they have entered into with the Investment Adviser for details of the adviser charges.

C6.3 The Policyholder(s) undertakes to inform Utmost PanEurope dac in writing if they terminate their relationship with the Investment Adviser named in this form and wish to appoint a new Investment Adviser.

C6.4 The Policyholder(s) acknowledges that if they exercise their right to cancel the Policy, the amount the Policyholder(s) gets back will be less any adviser charges the Policyholder(s) has instructed Utmost PanEurope dac to facilitate.

C6.5 The Policyholder(s) acknowledges that the adviser charges entered on this form to pay the Investment Adviser is a matter between the Policyholder(s) and the Investment Adviser. Where Utmost PanEurope dac passes on an adviser charge to the Investment Adviser, this is a payment Utmost PanEurope dac is making on the instructions of the Policyholder(s). It is not a payment for any services provided by the Investment Adviser to Utmost PanEurope dac.

## C7 Custodian and/or Investment Platform

C7.1 The Policyholder(s) and the Investment Adviser instruct Utmost PanEurope dac to execute any form(s) required to open an account with the Custodian and/or Investment Platform in relation to the assets linked to the Policy ('the Account Opening

Form(s)'). The Account Opening Forms are provided by the Custodian and/or Investment Platform to Utmost PanEurope dac following the execution of this Agreement on the basis of the instruction from the Policyholder(s) and/or the Investment Adviser.

C7.2 The Policyholder(s) and the Investment Adviser acknowledge and agree that Utmost PanEurope dac is completing the Account Opening Forms on an execution-only basis which, for the purpose of this Agreement, means that Utmost PanEurope dac is acting upon the specific instructions of the Policyholder(s) and the Investment Adviser and is not giving advice on the merits of the transaction or appropriateness of the service provided by the Custodian and/or Investment Platform in relation to the assets linked to the Policy.

C7.3 The Policyholder(s) and the Investment Adviser agree that, by executing the Account Opening Form(s), Utmost PanEurope dac is not endorsing, marketing or promoting any of the services offered by the Custodian and/or Investment Platform and that the Policyholder and the Investment Adviser accept full responsibility for all instructions placed with the Custodian and/or Investment Platform and release Utmost PanEurope dac from all liability for executing such forms (save for fraud or wilful default). The Policyholder(s) and Investment Adviser agree that the Account Opening Form(s) have been completed with and by reference to the Policyholder(s) attitude to risk and investment objectives.

C7.4 The Policyholder(s) and the Investment Adviser acknowledge and agree that they are solely responsible for determining whether the service offered by the Custodian and/or Investment Platform is suitable for the Policyholder(s) and must conduct their own due diligence on the appropriateness of the service prior to signing this Agreement.

C7.5 Utmost PanEurope dac will authorise the Custodian and (if applicable) the Investment Platform to accept and act upon the investment instructions received directly from the Investment Adviser.

C7.6 The Policyholder(s) and the Investment Adviser acknowledge and agree that they are aware of, and accept, the standard terms and conditions and associated costs and charges of the Investment Adviser, the Custodian and (if applicable) the Investment Platform and that Utmost PanEurope dac has not endorsed these terms and conditions or associated costs and charges.

C7.7 The Policyholder(s) and the Investment Adviser acknowledge and agree that any adviser charges, withdrawals and cash-in requests will only be acted upon by the Custodian on Utmost PanEurope dac's written instruction.

## C8 Limitation of liability

C8.1 Utmost PanEurope dac shall not be responsible or liable for any loss or liability caused to the Policy or to the Policyholder(s) as a result of the appointment of the Custodian, the Investment Adviser or (if applicable) the Investment Platform. In particular, Utmost PanEurope dac shall not be responsible for:

- › Reliance upon any advice given or investment services provided by the Investment Adviser in respect of the assets linked to the Policy
- › The dealing, custodial, execution or administration services provided by the Custodian or (if applicable) the Investment Platform in respect of the assets linked to the Policy
- › Any act or omission of the Custodian, the Investment Adviser or the Investment Platform giving rise to any loss in value of the Portfolio
- › The investment performance of the Portfolio
- › Obtaining proof that the Investment Adviser has consulted with the Policyholder(s) prior to issuing investment instructions, where the Investment Adviser has been appointed to act on an advisory basis
- › Any default by the Custodian (or its agents, nominees or sub-custodians) in relation to the custody of the assets linked to the Policy; and
- › Acting on the instructions of the Policyholder(s) and/or Investment Adviser and/or Custodian and/or Investment Platform to execute any form(s) required to open and maintain an account with the Custodian and/or Investment Platform in relation to the assets linked to the Policy.

C8.2 The Investment Adviser, in providing investment services under this Agreement, accepts responsibility for any and all loss to the Policy to the extent that such loss is due to its negligence, wilful default, fraud or breach of the Investment Adviser's (or its agent's) obligations under this Agreement.

## C9 Indemnity

C9.1 The Investment Adviser indemnifies Utmost PanEurope dac from and against any loss, costs, liability, claim or damages which Utmost PanEurope dac may suffer as a result of the Investment Adviser's negligence, wilful default, fraud or breach of the Investment Adviser's (or its agent's) obligations under this Agreement.

C9.2 The Policyholder(s) indemnifies Utmost PanEurope dac from any loss, costs, liability, claim or damages, irrespective of how it arises, suffered by Utmost PanEurope dac as a result of the operation of this Agreement.

## C10 Voting rights

The Investment Adviser may procure the exercise of any voting rights attaching to the assets linked to the Policy, in consultation with the Policyholder(s) or in accordance with the Investment Adviser's corporate voting policy.

## C11 Confidentiality

The Investment Adviser agrees not to disclose to any third party any information of a confidential nature relating to Utmost PanEurope dac or any associated companies or their business unless required to do so by law.

## C12 Termination

C12.1 This Agreement may be terminated by any of the Parties to it by giving notice in writing of its termination to the other Parties. In the case of notice being given by the Policyholder(s) or the Investment Adviser, Utmost PanEurope dac shall only be bound by such notice on receipt at its registered office of such notice.

C12.2 This Agreement will be terminated immediately without notice in the event of the death, bankruptcy, liquidation or insolvency of the Investment Adviser or (if applicable) the Investment Platform, or in the event that the Investment Adviser or the Investment Platform enters into a compromise arrangement with its creditors or loses the necessary regulatory authorisation required under this Agreement.

C12.3 Upon the bankruptcy, liquidation or insolvency of the Custodian, or in the event that the Custodian enters into a compromise arrangement with its creditors or loses its authorisation to act as a custodian, this Agreement shall continue in full force and effect and Utmost PanEurope dac shall act as custodian until or unless an alternative custodian is appointed.

C12.4 The Investment Adviser and the Policyholder(s) acknowledge and agree that, to allow it to enter into this Agreement, Utmost PanEurope dac has entered a separate agreement with the Custodian and Utmost PanEurope dac is the beneficial owner of the assets linked to the Policy.

## C13 Conflict

The Investment Adviser and Policyholder(s) acknowledge and agree that, where the terms and conditions of this Agreement conflict with the standard terms and conditions of the Investment Adviser, the Custodian or (if applicable) Investment Platform, the terms and conditions of this Agreement shall prevail.

## C14 Variation

This Agreement shall not be varied except with the express written consent of all the Parties to it.

**C15 Assignment**

This Agreement and the rights of the Policyholder(s) and/or the Investment Adviser under this Agreement may not be assigned without the prior written consent of Utmost PanEurope dac.

**C16 Data Protection**

The information provided on this form will be held by Utmost PanEurope dac in accordance with all applicable data protection laws including the Irish Data Protection Acts 1988 and 2003 and Directive 95/46/EC and thereafter the General Data Protection Regulation "GDPR" (and all laws implementing or supplementing the GDPR). Utmost PanEurope dac needs to collect personal details such as names and addresses in order to administer the Policy and carry out this transaction. Utmost PanEurope dac is a data controller. It is important that the Policyholder(s) understands how personal information will be used, stored, what rights the Policyholder(s) has (which includes but is not limited to access to and correction of his/her information) and for the Policyholder(s) to understand when Utmost PanEurope dac is bound by law to share information with third parties. Utmost PanEurope dac may share permitted relevant information, including personal data with regulatory bodies or authorities in order to comply with anti-money laundering laws and for other purposes, for example detecting crime. Utmost PanEurope dac has a data protection management system in place to oversee the effective and secure processing of personal data. Utmost PanEurope dac's Privacy Statement can be found at [utmostinternational.com/privacy-statements](https://utmostinternational.com/privacy-statements). It explains the Utmost PanEurope dac data protection management system and rights and choices a data subject has in respect of his or her personal data.

**Connected person's privacy**

If information relating to any individuals or entities connected with a Policy is provided to Utmost PanEurope dac, the person providing that information must take all steps necessary to legitimise the processing of the connected person's information. This requirement can be achieved by:

- › obtaining the connected person's consent to processing the information before it is shared with Utmost PanEurope dac;
- › provide the Utmost PanEurope dac contact details to the individual or entity connected with the Policy;
- › tell them the details of the disclosure of their information to Utmost PanEurope dac, the purposes for which it has been disclosed, Utmost PanEurope dac's possible further disclosure of information as necessary, and that they have rights which include but are not limited to access to and correction of their personal information, which can be asserted by contacting Utmost PanEurope dac's Data Protection Officer.

The Policyholder(s) consents to the release to the Investment Advisor, the Custodian and/or (if applicable) the Investment Platform (or their respective agents, nominees or sub-contractors) of such personal data as Utmost PanEurope dac may consider necessary for these parties to perform their respective obligations under this Agreement. The personal information that Utmost PanEurope dac collects may be transferred to, and stored at a destination outside the European Economic Area (EEA). This could be to Utmost PanEurope dac's affiliated companies or to service providers working on Utmost PanEurope dac's behalf. Where any such processing takes place, appropriate controls, such as the adoption of agreements containing the appropriate standard clauses, are in place to ensure that personal information is protected to the same standard as if it were in the UK or Ireland.

**C17 Applicable law**

This Agreement will be subject to, and construed in accordance with, the laws of Ireland.