

# IMPORTANT INFORMATION

#### INTRODUCTION

We only sell our products through financial advisers as we believe it is important you receive independent financial advice. As it is you who chooses your financial adviser, you need to bear in mind that they are acting on your behalf and not on behalf of Utmost PanEurope dac. You are responsible for their actions or omissions.

This document contains links to relevant documents, websites and email addresses. Click on the bold gold words to access these links.

Capitalised terms not defined in this Application Form shall have the meaning given to them in the Policy Conditions.

#### HOW TO COMPLETE THIS FORM

#### **Electronic completion**

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

#### Paper completion

If completing a hard copy of this form, please use **black or blue ink** and **BLOCK CAPITALS**. If you make a mistake, cross it out, put in the correct details and sign your initials next to the correction. **Do not use correction fluid**.

If you are putting your Policy into trust, your trustees will need to complete a separate Trust Deed and Tax Declaration and Self Certification for Trusts.

#### HOW TO SUBMIT THIS FORM

Once completed, arrange for your financial adviser to return the completed forms and supporting documentation that are digitally signed and/or scanned by email to us at: info@utmostwealthsolutions.ie

Alternatively, if completing a hard copy, ask your financial adviser to return by post to Utmost PanEurope dac, Navan Business Park, Athlumney, Navan, Co. Meath, C15 CCW8, Ireland.

	PAGE	SECTION	REQUIREMENT COMPLETED
Applicant details	2	A - Applicant Details	Mandatory
	3	B - Additional Life assured details	Optional
	3	C - Politically Exposed Persons' details	Mandatory
Policy details	4	D - Policy and Premium details	Mandatory
	5	E - Nomination of External Manager and/or Custodian	Mandatory
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Banking and payment details	31	L - Bank details and payment information	Information

Ensure that all relevant Sections of this application are completed before submitting.

А	APPLICANT DE	TAILS				MANDATORY
1	Role	Applicant 1				Confirm what
2	Title Mr Mrs Ms etc					capacity you are filling this form in, e.g. as Applicant 2, a Deputy or a Power of Attorney
3	First name(s)					If there are more
4	Surname					than two parties to the application, please
5	Do you have a maiden name, previous name or alias? If "Yes" provide the	Yes	No	Yes	No	photocopy this page, complete and attach it securely to the form.
	other name(s)					
6	Date of birth	d d m m y	у у у	d d m m y	у у у у	
7	Place of birth					
8	Nationalities/ citizenships held					
9	Country of tax residence					
10	National Insurance (NI) number					Only complete Q
11	US Tax Identification Number (TIN)			-		question 10 if you are a UK Tax Resident.
12	Other tax reference number(s)					Only complete question 11 if you are a US Tax Resident.
13	Permanent residential address					are a US Tax Resident.
			Postcode		Postcode	
14	Is correspondence address the same as permanent residential address? If "No" please provide correspondence	Yes	No	Yes	No	
	address					
			Postcode		Postcode	
15	Contact telephone number					Your telephone Q number is used as a
16	Email address					fraud prevention control.
17	Are you to be a Life Assured?	Yes	No	Yes	No	Question 17 is not required if you are applying on a Capital Redemption basis. Please specify the type of Policy in Subsection <b>D1</b> , question 2.

# Only complete question 18 or 19 below if you were either born in the US or you are a US citizen and/or resident in the US for tax purposes.

<b>18</b> I confirm that I am a US citizen and/or resident in the US for tax purposes (green card holder or resident under the substantial presence test) and my		We will presume that you are not resident in the US for tax purposes if question 18 and 19 is left blank unless there is indicia which contradicts this.
US federal taxpayer identifying number (US TIN) is shown in question 11 above.		If you have ticked question 19 you must provide your US loss of nationality certificate.
<b>19</b> I confirm that I was born in the US (or a US territory) but I am no longer a US citizen.		

### B ADDITIONAL LIFE ASSURED DETAILS

#### Not required if you are applying on a capital redemption basis.

Where you are choosing the life assurance option for your Bond, you should only complete this Section if:

- > the lives assured details are different to the applicant details in Section A, or
- > you wish to appoint additional lives assured.

		Additional Life Assured 1	Additional Life Assured 2	If you want more
1	Title Mr Mrs Ms etc			than two lives assured, photocopy this Section,
2	First name(s)			complete and attach it securely to this form. You can have a maximum of
3	Surname			six lives assured.
4	Does the life assured have a maiden name, previous name or alias? If "Yes" provide the	Yes No	Yes No	
	other name(s)			
5	Date of birth	d d m m y y y y	d d m m y y y y	
6	Place of birth			
7	Nationalities/ citizenships held			
8	Permanent residential address			
		Postcode	Postcode	

#### C POLITICALLY EXPOSED PERSONS' DETAILS

We are required to identify persons associated with this application who could be classed as a Politically Exposed Person ("PEP"). A PEP is a term used to describe someone who is currently, or has previously been, entrusted with prominent public functions or responsibilities. For example: a Head of State, a holder of a senior political or government post, a senior member of the Judiciary or the

#### MANDATORY

OPTIONAL

MANDATORY

Military, a senior employee of a State Owned Corporation, or a board member of a Central Bank. Immediate family members or close associates of a PEP should be considered a PEP in their own right.

Is there anyone associated with this application who could be considered a PEP?	Yes	No	
If "Yes", please provide details			

D1	POLICY	DETAILS
----	--------	---------

1 Personal illustration		DEL			Life Assurance Q Policies end on the
2 3	Currency of the Bond	Life Assurance Pound Sterling	Capital Redemption US Dollar	Euro	death of the last Life Assured. Capital redemption Policies have a 99 year term from the Commencement Date.
4 5	Number of segments Nature and purpose of investment	Maximum available Succession Planning Other	Required number Retirement Planning		Minimum segment Q value is £500 per segment. The number of segments cannot exceed 9,999.
D	2 PREMIUM DETAILS				
To (m	urrency of the premium Ital premium Inonetary amount) Inonetary amount	Pound Sterling	US Dollar Euro		When making a Telegraphic Transfer payment, you should anticipate a fee charged by your bank.

In-specie transfer

If the payment is an in-specie transfer of assets, complete Subsections D3 and if applicable Subsection D4.

Cash only transfer

If the payment is a cash only transfer, complete Subsection D4. Payments should be made by Telegraphic Transfer. Please note that bank Charges may apply.

We will deduct any Charges you have specified from the premium amount stated here.

#### D3 IN-SPECIE TRANSFER

Only investments managed by an External Manager on a discretionary basis are permitted via a transfer of investments within a Delegation Bond.

In the boxes below provide the amount you wish to transfer by way of in-specie transfer.

Approximate amount to		
be paid by transfer of	£/US \$/€*	(*delete as applicable)
investment assets		
Amount to be paid in cash	£/US \$/€*	(*delete as applicable)

#### Q important note

When your Bond is issued, we will retain a cash amount within your Bond's Dealing Account sufficient to cover three months' worth of known Charges and withdrawals, including any Adviser Charges and Bond Charges.

If your existing External Manager holds cash as part of the portfolio of assets being transferred by way of in-specie, you will be required to submit this cash to our Premium Collection Account. This cash will be applied to your Bond's Dealing Account, less any initial Charges deducted prior to Bond issue.

If the cash that we receive from your existing External Manager does not cover three months' worth of known Charges and withdrawals, you will be required to transfer additional cash to our Premium Collection Account.

If we do not receive sufficient funds, the Dealing Account could go overdrawn and will incur debit interest. Once the Bond is in force, any cash element that we have received in surplus of three months' worth of known Charges and withdrawals will be sent to the External Manager for investment.

Our Customer Service team can calculate the approximate amount of cash required to cover Charges and any withdrawals for you, please contact them on **+44 (0) 203 038 3941**.

The External Manager will also need to sign a **Delegation Portfolio Undertaking Form** to confirm the assets being transferred as premium payment, align with assets that they would usually independently select to align with the broad attitude to risk and investment objectives as set out in the investment mandate. As a result, you should be aware that some, or all, of the assets may be sold by your appointed External Manager following the transfer.

#### D4 BANK ACCOUNT DETAILS WHERE FUNDS ARE BEING REMITTED FROM

Account name	
	Premium is Q
Account number account one spin	nt other than the becified here, this
Bank sort code proces must b	ause a delay in ssing. The Premium se remitted from an
Building Society roll	nt in the name of plicant(s).
Bank BIC/Swift code (required for all banks outside the UK) IBAN	
Name & address of bank	
Postcode	
How long has this account been held? Years	
Reason the account name is not in the Applicant's name, if applicable	

#### NOMINATION OF EXTERNAL MANAGER AND/OR CUSTODIAN

MANDATORY

You must complete this Section to nominate the External Manager and/or Custodian (EMC) you would like to manage the assets linked to your Bond.

#### E1 MULTIPLE EMCS & PREMIUM SPLIT

Do you wish to appoint two EMCs to manage the investment? Yes No

> If no, skip this Section and continue to Section E2.

> If yes, you must complete this Section before moving to Section E2.

If you wish to nominate two EMCs to manage your investment, first complete the table below, then photocopy this page and complete Section E2 and E3 for each EMC being nominated. Once complete, attach the additional information securely to this form.

You will need to tell us how you would like to split the premium between the EMCs by completing the table below.

Name of the External Manager Firm		Full amount of in-specie transfer (if applicable)
	%	
	%	N/A

#### E2 ATTITUDE TO RISK AND INVESTMENT OBJECTIVES

Together with this application form you must supply a separate investment mandate detailing the attitude to risk and investment objectives that you would like to be applied to the External Managed Account. The investment mandate must be provided on a form specific to your chosen EMC, which can be obtained from your chosen EMC or your financial adviser. Once completed, you must send the investment mandate together with this application form to us at: **Utmost PanEurope dac, Navan Business Park, Athlumney, Navan, Co. Meath C15 CCW8, Ireland**.

If you do not supply us with both the investment mandate and the application form, your investment cannot be made and there will be a delay in starting your Bond.

Should you wish to allow your nominated EMC to invest into Non-Mainstream Pooled Investments (NMPIs), you must also complete the separate **Investor Declaration and Non-Mainstream Pooled Investments (NMPIs) Opt in Form**.

#### E3 EXTERNAL MANAGER DETAILS

1	Name of nominated External Management firm		
2	Contact name		
3	Contact details		
	Telephone number (including international dialling code) Facsimile number (including international Dialling code)		
	Email address		
4	Address		
		Postcode	Country

It is important that you do not send the investment mandate to the EMC, you must only send it to Utmost PanEurope dac at the address provided.

#### OPTIONAL Complete this Section if you wish to set up regular withdrawals from the start of your Bond. Where the Applicant is a PEP withdrawals will only be paid to the source bank account. Regular withdrawals will be taken equally across all policy segments. Minimum £400 per payment (or currency equivalent). Payments will only be made in the currency of the Bond. Annual percentage of premium Annual monetary amount The annual percentage/monetary Amount of withdrawal 1 OR amount specified will be divided by the frequency 2 Frequency of you specify. Monthly Quarterly Half-yearly Yearly withdrawals 3 Payment start date OR As soon as possible (30 days after inception) Withdrawal receiving account (please tick relevant box) 4 the account the Premium is remitted from as detailed in Section D4 or an alternative account (please provide details below. Not applicable to PEPs) DETAILS OF THE ALTERNATIVE ACCOUNT THAT WITHDRAWALS WILL BE SENT TO Account name Account number Bank sort code **Building Society** When requesting $\cap$

roll number (if applicable) Bank BIC/Swift code (required for all banks outside the UK) IBAN		withdrawals be paid to an account other than the account the Premium is remitted from (as detailed in Subsection <b>D4</b> ), an original or suitably certified <b>bank</b>
Name & address of bank		stated bink statement, dated within the last six months must be submitted to prove the alternative bank account is in the Applicant(s)' name.
	Postcode	
How long has the account		

How long has the account been held?

Years

#### G ADVISER CHARGING

#### G1 ADVISER CHARGE (AC)

Complete this Subsection if you would like us to facilitate an initial Adviser Charge and/or ongoing Adviser Charge payments to your Financial Adviser detailed in Section J.

For detailed information about Adviser Charges and how these may be applicable to you, see the **Delegation Guide to Charges** 

#### IMPORTANT NOTE

Adviser Charges paid to the Financial Adviser from the value of the Bond will affect the Policyholder's 5% annual tax deferred entitlement. Tax rules may change in the future and are subject to individual circumstances.

All Adviser Charges are paid in the currency of the Bond.

#### **Initial Adviser Charge**

Tick one of the following payment options:

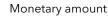
1 Initial Adviser Charge to be deducted from the Premium prior to the capital being invested.

#### OR

Initial Adviser Charge to be deducted from the Bond after the capital has been invested.

OR

2 Specify the amount as either a monetary figure or a percentage value:



% of premium	
--------------	--

Yes

No

**3** Does the initial Adviser Charge attract VAT? (If yes, this will be applied in addition to that stated in **question two** of this Section)

#### **Ongoing Adviser Charge**

Complete this Section if you would like to make regular payments to your financial adviser for ongoing advice.

- 1 Frequency of Monthly Quarterly Half-yearly Yearly
- 2 Specify the total **annual** amount as either a monetary figure or a percentage of the Bond value:

Annual Monetary amount
Annual %
OR
3 Ongoing Adviser Charge start date
d d m m y y y y y
As soon as possible (30 days after inception)
4 Does the ongoing adviser charge attract VAT? (If yes, this will be applied in addition to that stated in question two of this Section)

This Section should only be completed if Utmost PanEurope dac is to pay the adviser on your behalf.

OPTIONAL

The amount C	2
confirmed here should	2
be the net amount	
excluding VAT.	

If VAT is to be applied, please tick under question 3.

The amount C confirmed here should be the net amount **excluding** VAT.

If VAT is to be applied, please tick under question 4.

State the total percentage of Bond value or monetary amount you wish to pay per year. For example, if you wish to pay 0.1% payable on a half-yearly basis, the annual amount you should state here is 0.2%. Alternatively, if you wish to pay £500 on a half-yearly basis, the annual amount you should state is £1,000.

#### H EMPLOYMENT AND SOURCE OF FUNDS

MANDATORY

H1 EMPLOYMENT DETAILS							
Rc	ble	Applicant 1	l				
1	Employment status	Emplo	oyed	Self Employed	Emplo	oyed	Self Employed
		Retired	b	Unemployed	Retire	d	Unemployed
		Home	maker		Home	emaker	
	Date of retirement or unemployment or became homemaker	d d m	m y y	уу	d d m	m y	у у у
2	Occupation						
3	Last year's annual income/salary	Currency			Currency		
		Amount			Amount		
4	Do you receive income other than from your occupation? If "Yes" please provide details including amount and source	Yes	No		Yes	N	0
5	Employer/business name						
6	Employer/business Address						
				Postcode			Postcode

Q Include previous occupation where you are retired, unemployed or a homemaker.

Income details are required for Know Your Client and AML requirements and failure to complete will result in a delay in processing the application.

#### H2 ACTIVITY WHICH GENERATED AMOUNT TO BE INVESTED

Utmost PanEurope dac is required to record details of how the funds being invested have been accumulated. Where your funds come from more than one source, you should complete all relevant Sections to give us the full picture of its origin.

#### Documentary evidence requirements:

All investments are assessed on a case-by-case basis. Independently certified documentary evidence of source of funds may be required in order to proceed with the application.

1. Savings from emplo	oyment income (includin	g salary, bonus and	fees)	
Total amount received	Currency	Amount		]
Number of years income accumulated	years			-

Institution holding the funds		
Name of account where earned income accumulated		
Account number		
Sort code		
Length of time funds have been in this account	years months	
Main occupation during the accumulation period (e.g. Director)		
Industry/Business sector		
Main employer's name		
Employer's address		
	Postcode	Country
Date employment commenced	d d m m y y y y	
Average annual salary over the accumulation period	Currency Amount	
Average annual bonus over the accumulation period	Currency Amount	

# 2. Compensation payment

Name of organisation or individual that paid compensation	
Reason for compensation	
Country compensation was awarded	
Total amount received	Currency Amount
Date received	d d m m y y y y

#### 3. Competition win

Name of competition organiser Description of competition	
Country competition was held in	
Total amount won	Currency Amount
Date of win	d d m m y y y y

### 4. Gift

Full name of person who gave the gift Date of birth	d d m m y y y y	
Nationality		
Address		
		-
	Postcode	Country
Relationship to applicant		
Reason for gift		
Description of gift		
Total amount received	Currency Amount	
Date received	d d m m y y y y	
Details of the activity that generated the amount received Country gift was accumulated in		

#### 5. Inheritance

Deceased's full name		
Relationship to applicant		
Date of death	d d m m y y y y	
Details of the inheritance Tell us about the assets forming the inheritance (eg. cash, property, shares etc.)		
Amount received	Currency Amount	
Date received	d d m m y y y y	
Details of the activity that generated the amount received Country inheritance was accumulated in		
Solicitor/lawyer's (who dealt with the estate) name		
Solicitor/lawyer's firm name		
Solicitor/lawyer's firm address		
	Postcode	Country

#### 6. Loan

Postcode	Country
Currency Amount	
d d m m y y y y	
	Currency Amount

# 7. Maturing policy/policy claim/replacement policy/pension

#### If the source of funds is the sale of an investment rather than maturity, please complete 8 instead.

Name of policy provider		
Address of policy provider		
	Postcode	Country
Policyholder's full name		
Length of time policy held	years months	
Amount of the original investment		
Details of the activity that generated the original investment		
Reason for policy claim or replacement policy (if applicable)		
Total amount received	Currency Amount	
Surrender penalty (if applicable)		
Date received	d d m m y y y y	

#### 8. Sale of asset portfolio or investment

#### If the source of funds is a maturing investment rather than one that you are choosing to sell, please complete 7 instead.

Description of asset portfolio or investment (e.g. government		
bonds, equities etc.)		
Name of the company that held it		
Registered address of company		
	Postcode	Country
Account name		
Length of time asset portfolio or investment held	years months	
Amount of the original investment		
Details of the activity that generated the original investment		
Date of sale	d d m m y y y y	
Net amount received	Currency Amount	

#### 9. Company sale or sale of interest in company

Company name				]
Company name				
Industry/business sector				
Address of company				
	Postcode		Country	
Your connection with the company For example: owner, partner or shareholder Date connection with the		V		
company began		y		
Average year dividend/income from the company over the				
previous three years				
Date of sale	d d m m y y y	У		
Sale amount	Currency	Amount		
Net amount received i.e. the amount you have received after any deductions such as fees and taxes.	Currency	Amount		

### 10. Property sale

#### If you are not the beneficial owner of this property, please select a different option for source of funds that is more appropriate.

Address of property sold (including postcode if applicable)		
	Postcode	Country
Length of time property owned	years months	
Source of funds for the original property purchase		
Was the property your main residence?	Yes No	
If "Yes" was an alternative main residence purchased?	Yes No	
If "Yes" please confirm Purchase price		
Address of new residence		
	Postcode	Country
Date of sale	d d m m y y y y	
Total sale amount	Currency Amount	
Net amount applicant received from sale	Currency Amount	

#### 11. Other income sources

Description of the activity	
that generated the funds	
Role in relation to above activities	
Period over which the activities occurred	
Country in which the activity occurred	
Date received	years months
Proceeds received from the activity	Currency Amount

#### IDENTIFICATION REQUIREMENTS

This Section is required to verify the identity of the Applicants and is to be completed by the financial adviser in conjunction with the Applicant.

How to certify documents is outlined in the document Anti-Money Laundering and Document Certification Requirements.

All identification papers must be certified by the Financial Adviser or a Lawyer or a Notary Public and include a photograph of the Applicant(s).

Below you will find the standard minimum requirements. In some circumstances we may request additional information.

For individuals we require one suitably certified document from Part 1, together with one suitably certified document from Part 2. Mobile phone bills and store card statements are not acceptable.

#### PART 1 PERSONAL IDENTITY

Role	Applicant 1		
1 Valid passport			

- 2 National ID card (with photograph)
- **3** A current driving licence<sup>1</sup> (with photograph)

	Applicant 1			
Reference Number				
Issuing Entity <sup>2</sup>				
Issue Date	d d m m y y y y	d d m m y y y y	d d m m y y y y	d d m m y y y y
Expiry Date	d d m m y y y y	/ d d m m y y y y	d d m m y y y y	d d m m y y y y

Where the applicant does not hold an item from Part 1, indicate why in the box below and supply a second document from Part 2.

Q Where driving licence is used to verify identity it cannot also be used to verify address. Driving licence needs to be current, valid and issued from a **recognised jurisdiction**.

MANDATORY

<sup>&</sup>lt;sup>1</sup> Where the driving licence does not confirm nationality this will be requested.

<sup>&</sup>lt;sup>2</sup> To include country where the document was issued.

#### PART 2 VERIFICATION OF ADDRESS

	Applicant 1		
1	A recent <sup>3</sup> utility bill dated and certified within the last six months		
2	A recent <sup>3</sup> mortgage statement, giving the residential address		
3	A current driving licence		
4	A state pension, benefit or other government produced document showing benefit entitlement		
5	A recent <sup>3</sup> tax assessment document		
6	Rates or council tax bill dated and certified within the last year		
7	A recent <sup>3</sup> account statement from bank or credit card showing at least one transaction		

	Applicant 1		
Reference Number			
Issuing Entity⁴			

#### J FINANCIAL ADVISER'S DETAILS AND DECLARATION

MANDATORY

**Note:** Financial Adviser to complete this Section.

Please confirm how you met the	I have met the Applicant(s) in person
Applicant(s)	I have met the Applicant(s) face-to-face via secure live video stream

I have not met the Applicant(s) face to face

2	Are the Applicant(s) acting as a nominee for someone else?	Yes	No		
	(If yes, give details)				
3	Which country was the advice leading to this application given in?				
4	Which country was this application signed in?				
5	The basis on which the advice was offered is (UK advisers only)	Independ	ent	Restricted	

<sup>&</sup>lt;sup>3</sup> Recent generally means no more than six months old, if issued on a monthly basis. If the document is issued less frequently, e.g. annually, recent means the most recently issued document (for example mortgage statements are usually issued annually).

<sup>&</sup>lt;sup>4</sup> To include country where the document was issued.

## APPLICATION FORM FOR INDIVIDUALS DELEGATION

7	Name of regulatory body Regulatory body membership number e.g FCA number Name of your usual Regional Sales Manager Adviser Charge (AC) If the Applicant(s) have s	elected to pay your fees from the Bond please ensure Subsection <b>G</b>	<b>1</b> is completed.
F١	NANCIAL ADVISER	DECLARATION	
	nt full name		
	e following declaration m most PanEurope dac's reg	nust be fully completed in all cases. This declaration is required for gulatory purposes.	
l co	onfirm that:		
a.	I have had sight of the c of the originals.	riginal documents and all documents enclosed are true copies	Yes
b.	The information in Section	on I was obtained by me in relation to the Applicant.	Yes
c.	Where I have an existing conducted satisfactorily.	relationship, the Applicant's account/relationship has been	Yes
d.	I am not aware of any re	ason why this application should be refused.	Yes
e.		vities undertaken by the Applicant(s) which lead me to volved in any form of criminal activity and/or money laundering.	Yes
f.	l shall inform you immed laundering.	diately if I suspect any form of criminal activity and/or money	Yes
sig SIC Da Tel Err Fin	rtifier and authorised natory <b>GNATURE</b> te ephone number nail address nancial adviser mpany name and dress	d   m   m   y   y   y     -   -   -   -   -     -   -   -   -   -     -   -   -   -   -     -   -   -   -   -     -   -   -   -   -     -   -   -   -   -     -   -   -   -   -     -   -   -   -   -     -   -   -   -   -     -   -   -   -   -     -   -   -   -   -     -   -   -   -   -     -   -   -   -   -     -   -   -   -   -     -   -   -   -   -     -   -   -   -   -     -   -   -   -   -     -   -   -   -   -     -   - <th>Financial adviser to sign here.   If signing using DocuSign please provide the certificate with the application.</th>	Financial adviser to sign here.   If signing using DocuSign please provide the certificate with the application.

#### K APPLICANT DECLARATIONS

MANDATORY

In this declaration the 'Applicant' refers to the persons who are applying for this Bond and who will be the Policyholders of the Bond once established.

It is important that the Applicant reads this Section carefully. This application forms the basis of Utmost PanEurope dac's agreement with the Applicant, along with the Policy Conditions.

If the Applicant does not understand any part of this application, the Applicant should ask the financial adviser for further information.

Before signing, the Applicant should also read the Key Features of Delegation, the Delegation Product Guide, the Delegation Guide to Charges, the Personal Illustration and the Delegation Key Information Document where applicable, which explain the key features of and the specific Charges applicable to Delegation. These documents will assist the Applicant to ensure that any statements made by the financial adviser to the Applicant are supported by the Product literature. The Applicant's financial adviser will provide these documents to the Applicant and copies are also available from Utmost PanEurope dac.

Utmost PanEurope dac proposes that the laws of England and Wales shall apply to any Policy relating to this application and that the Courts of England and Wales shall be the sole forum to consider disputes in relation to any Policy arising from this application. Any decision to alter the jurisdiction of the Courts of England and Wales shall be at the sole discretion of Utmost PanEurope dac.

Delegation will be issued in accordance with the Policy Conditions and Policy Schedule, by Utmost PanEurope dac upon acceptance of this application.

The Charges laid out in this application should match those shown in the Applicant's Personal Illustration provided to the Applicant by the financial adviser. Should there be any inconsistencies ask the financial adviser for an updated illustration.

Utmost PanEurope dac will only issue the Applicant's Bond once Utmost PanEurope dac have received all the information and documentation required to satisfy regulatory requirements relating to anti-money laundering and the prevention of tax evasion.

#### INVESTMENT TERMS

By signing below the Applicant agrees to the EMC being appointed by Utmost PanEurope dac to manage the linked External Managed Account (the Account).

#### The Applicant is aware and understands that the EMC:

- a) will manage the Account on a full discretionary basis and will choose the investments to which the performance of the Applicant's Policy is linked; and
- b) will arrange custody of those investments as outlined at point (a) above; and
- c) if investment influence or selection by the Applicant does occur, then the EMC will be responsible for informing Utmost PanEurope dac of this immediately.

**The Applicant agrees** that because the Policy Conditions expressly exclude the Applicant's ability to select, or influence the selection of investments, the Applicant will not influence or select investments unless the Investment Conversion Facility has been executed. The Applicant will inform Utmost PanEurope dac immediately if this does occur.

The Applicant acknowledges that this Bond has been designed with no ability to directly select assets, which the Applicant understands to mean that:

- > Unless the Investment Conversion Facility has been executed, 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 the Applicant will be responsible for ensuring that Applicant as the Policyholder does not directly or indirectly influence the selection of assets held within the Account. The Applicant understands that if the assets within the Account are found to have been selected, or influenced by the Applicant, in any way, the entire Bond could become reportable to His Majesty's Revenue and Customs ("HMRC") and subject to tax penalties as a personalised Bond
- > If influence occurs whilst the Bond is linked to multiple EMC Accounts further risks apply. The Applicant understands that where multiple EMC Accounts are held, if selection or influence occurred 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 (including but not limited to 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 the Applicant as the Policyholder
- > The Bond's Dealing Account will be managed by Utmost PanEurope dac, who generally will retain sufficient monies in this Dealing Account to meet known Charges and withdrawals, and may withdraw additional monies from the EMC 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 Utmost PanEurope dac. Where the Applicant wishes for monies to be withdrawn 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 Utmost PanEurope dac.

**The Applicant is aware and understands** that the appointment will be on terms agreed between the EMC and Utmost PanEurope dac, which shall be subject to the following:

- > Any change the Applicant wishes to make to the investment strategy or risk profile of the Account should be agreed directly with Utmost PanEurope dac. Only Utmost PanEurope dac is authorised to issue instructions to change the investment strategy or risk profile of the Account
- The EMC is authorised to buy and sell assets on behalf of Utmost PanEurope dac and unless specifically agreed in writing to the contrary by Utmost PanEurope dac, the EMC must invest in accordance with, and can only place trades in assets that are acceptable according to, Utmost PanEurope dac's Asset Permissibility document
- > All assets linked to Delegation are beneficially owned by Utmost PanEurope dac and will be held by the EMC on behalf of Utmost PanEurope dac
- > Utmost PanEurope dac 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 the Applicant's prior consent. The Applicant further understands that such decisions may affect the value of the Benefits linked to the Applicant's Policy as a result of the timing of sales and possible related Charges. In exercising this discretion, Utmost PanEurope dac will act reasonably and with proper regard to the need to treat its Policyholder's fairly
- Some or all of the Account investments and the future Account investments made by the EMC, may involve terms which could restrict Utmost PanEurope dac's ability to realise the cash value of those investments at any time. This may affect Utmost PanEurope dac'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 Utmost PanEurope dac receiving the proceeds of redemption of those investments in more than one instalment. Where the proceeds of redemption are received by Utmost PanEurope dac in more than one instalment, the Applicant understands that Utmost PanEurope dac reserves the right not to reinvest 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 Utmost PanEurope dac
- > Utmost PanEurope dac reserves the right at its discretion to refuse individual assets for investment in the Account
- > The Applicant may request that Utmost PanEurope dac terminate this appointment at any time by giving written notice to Utmost PanEurope dac
- > Utmost PanEurope dac is not responsible for any reduction in the value of the Account arising directly or indirectly from the EMC's investment decisions.

#### Authorities of the Applicant

Because Utmost PanEurope dac must at all times retain beneficial ownership of the Account and all assets within the Account, the Applicant has only the following limited authorities with respect to the Account.

The Applicant may:

- > receive direct reporting from the EMC including details of cash balances and safe custody holdings and value within the Account and any other category of appropriate information agreed by Utmost PanEurope dac
- > receive full disclosure of investment Charges and terms.

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

Utmost PanEurope dac may cancel this authority without prior notice by confirming the cancellation in writing to the Applicant or the EMC noted in Section E at their respective address.

This authority is issued without the right of substitution; therefore the Applicant may not appoint another party to act in their place.

- > The Applicant understands that, in any rolling twelve month period following the initial investment within the Bond, the Applicant will be able to make up to three changes to the investment mandate and the Applicant understands that further changes may be made at the discretion of Utmost PanEurope dac. The Applicant also understands that Utmost PanEurope dac 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 the EMC
- > The Applicant understands that the investment mandate must not refer to any specific stocks and be suitably broad to allow robust ongoing management of the Account by the EMC

- > **The Applicant acknowledges** that any proposed changes to the investment mandate must be sent to Utmost PanEurope dac and that the Applicant is not authorised to issue any instructions to change the investment mandate to the EMC
- > The Applicant understands that the Bond may be linked to up to two EMC Accounts at any one time, and the Applicant understands that further changes will be at the discretion of Utmost PanEurope dac
- > **The Applicant understands** that the Applicant can only make one change to the number of EMCs appointed to the Bond in any twelve month period. Any additional requests may be considered at Utmost PanEurope dac's discretion.

#### Legal liability and Responsibility

It is the Applicant's responsibility to ensure that the Applicant acts within the limits of the authority detailed in this application at all times and in particular that the Applicant does not directly or indirectly select or influence the linked investments and accordingly the Applicant agrees as follows:

- a) The Applicant accepts full responsibility and legal liability for loss, damages or expenses which the Applicant or any other party may suffer or incur directly or indirectly as a result of the Applicant acting outside the limits of this authority.
- b) The Applicant shall reimburse Utmost PanEurope dac for any costs, claims, damages or liabilities of whatever kind incurred by Utmost PanEurope dac as a result of the Applicant acting outside the scope of this limited investment authority or the Applicant Authorities and Responsibilities specified within this application.
- c) The Applicant shall not make or bring any formal or informal legal claims, complaints or proceedings against Utmost PanEurope dac in respect of the Applicant's activities outside the scope of this limited investment authority or the Applicant Authorities and Responsibilities specified within this application.

### Personalised Bond Acknowledgement

#### The Applicant understands and agrees that:

- > The Applicant's Bond may become personalised for tax purposes due to the Applicant selecting or influencing, directly or indirectly, the assets linked to the Bond. The Applicant is aware that should this situation arise, and such personalised assets are held over a Policy anniversary, the Policy will be subject to penal taxation
- > Utmost PanEurope dac is not responsible for monitoring whether or not the Applicant selects or influences the selection of assets, either directly or indirectly, but the Applicant agrees to advise Utmost PanEurope dac should the Applicant become aware of any breaches
- > If the Applicant acts outside of the scope of this application the Applicant understands and agrees that Utmost PanEurope dac will report any tax liability that arises to HMRC as per Utmost PanEurope dac's legal obligation
- > In the event that an adverse tax event should arise despite the arrangements the Applicant has made to avoid this, the Applicant shall not hold Utmost PanEurope dac responsible nor take legal action against Utmost PanEurope dac in this regard. Further, the Applicant agrees to reimburse and meet any reasonable legal or other costs of Utmost PanEurope dac incurred as a result of becoming subject to any formal or informal legal or other proceedings in connection with such an outcome.

#### The Applicant further understands and agrees that:

- > there are additional risks associated where an EMC is responsible for both the selection and/or safekeeping of investments and where trading occurs in personal assets such as equities, gilts or Bonds
- > the Applicant has been advised to take independent professional advice before entering into this arrangement
- > the investment objectives and attitude to risk information (investment mandate) is provided by the Applicant to Utmost PanEurope dac, only Utmost PanEurope dac provides changes to the investment mandate to the EMC. The EMC is not authorised to instruct or act on such changes unless notified by Utmost PanEurope dac. The EMC shall be responsible for ensuring compliance with the investment mandate. Utmost PanEurope dac will not be responsible for ensuring they are met by the EMC
- > Utmost PanEurope dac shall not be responsible for (a) any loss or liability to the Account arising from the above appointment or (b) any loss or liability to the Account arising from reliance upon the discretionary management service given or custodian services rendered or procured by the EMC to Utmost PanEurope dac or (c) 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)
- > the Applicant shall reimburse Utmost PanEurope dac for any costs, losses and/or expenses incurred by Utmost PanEurope dac 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
- > Utmost PanEurope dac and the Applicant have a free choice about the law that can apply to any Policy relating to this nomination. Utmost PanEurope dac proposes to choose the laws of the England and Wales, and by completing this application form the Applicant agrees 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.

#### Applicant signatures

**The Applicant confirms** the Applicant's request for the performance of the Applicant's Bond to be linked to an investment portfolio (the Account) managed by the EMC in accordance with the selection made within Section E - Nomination of External Manager and/or Custodian.

Utmost PanEurope dac will not be responsible for any investment strategy or objectives pursued by the EMC, but the Applicant understands that Utmost PanEurope dac may place restrictions on the types of assets that the Account may invest in.

#### Nomination

The Applicant hereby requests that the EMC be linked to the Applicant's Policy in accordance with the terms and conditions specified in this application and the Policy Conditions. The Applicant authorises and requests Utmost PanEurope dac to enter into any formal agreements required by the EMC and as agreed by Utmost PanEurope dac to effect this, and the Applicant acknowledges that the Applicant shall be responsible for any costs arising associated with the appointment and retention of the EMC.

#### Charges

**The Applicant understands** that where there is more than one EMC appointed, the administration charge for each additional EMC appointed will be taken quarterly. Details of these Charges can be found in our **Delegation Guide to Charges**.

**The Applicant agrees and understands** that the EMC may make deductions 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 the Applicant. These deductions will be taken from the Account.

The EMC is authorised by Utmost PanEurope dac to take the agreed fees from the Account and make any separate investment management service payments on its behalf.

**The Applicant understands** that Utmost PanEurope dac will recover from the Account such amounts as necessary to cover Utmost PanEurope dac's fees and expenses including Policy Charges as set out in the Policy Schedule and Policy Conditions.

#### Legal Liability and Responsibility

For the Applicant's own benefit and protection, the Applicant should read all the terms set out in this form carefully before signing below. If the Applicant does not understand any part of this form, the Applicant should ask the financial adviser to explain it before signing.

#### ANTI-MONEY LAUNDERING AND TAX EVASION PROVISIONS

## Source of Funds - Statement of Truth

#### The Applicant truthfully confirms that:

- i. all funds invested in the Bond applied for have been or will be properly declared to the relevant tax authorities in the jurisdiction of the Applicant's tax residence and/or any other jurisdictions as necessary or appropriate in accordance with applicable laws and regulations
- ii. none of the funds invested derive, directly or indirectly, from illegal activities or sources and/or tax evasion or conduct which will or may be regarded as such.

#### Potential Consequences of Misleading Utmost PanEurope dac

**The Applicant fully acknowledges and agrees** that if Utmost PanEurope dac discovers that the Applicant misled Utmost PanEurope dac in respect of any part of the statements confirmed at i and ii above, that Utmost PanEurope dac shall, to the fullest extent permitted by applicable law and regulation, without limiting Utmost PanEurope dac's legal remedies or options, have the ability to:

- i. terminate the Bond immediately and, regardless of the actual date of Bond termination, impose the maximum encashment and any other relevant Charges which may be imposed on the Applicant under the Bond as if the Bond had been encashed immediately after issue. Such Charges shall be applied to the extent that they cover any costs, expenses or losses caused by Utmost PanEurope dac being misled, without limiting Utmost PanEurope dac's ability to seek additional recompense from the Applicant in respect of any shortfall.
- ii. notify relevant government authorities and provide all information considered necessary or appropriate at Utmost PanEurope dac's discretion concerning the Applicant and/or the Bond; and
- iii. if considered appropriate after consultation with government authorities and/or legal counsel, either
  - a. subject to satisfying Utmost PanEurope dac's further reasonable requirements, refund the Applicant's premium(s) and other amounts paid to Utmost PanEurope dac to the date of such termination less applicable encashment and other Charges in accordance with clause (i) above (the 'Refund Amount'), or
  - b. if legally required to do so by competent government authorities, freeze or pay over to relevant government authorities all or a portion of the Refund Amount or take such other actions as competent government authorities may legally require.

### Disclosure of information to Tax and other Government Authorities

**The Applicant has been advised** that Utmost Group plc and Utmost PanEurope dac have a longstanding policy of cooperating with tax and other government authorities to combat money laundering, tax evasion or other illegal activities or conduct that will or may be regarded as such.

In cases where Utmost PanEurope dac suspects that the funds invested in the Bond are wholly or partly derived from illegal activities/sources and/or tax evasion, then Utmost PanEurope dac shall, to the fullest extent permitted by applicable law and regulation, without limiting Utmost PanEurope dac's legal remedies or options, have the ability to disclose to the Applicant's home country tax and/or other government authorities the Applicant's identity and any relevant information considered necessary or appropriate, at Utmost PanEurope dac's discretion, concerning the Bond.

Utmost PanEurope dac's obligations under the Policy, including the payment of Benefits, will be suspended either in whole or in part, to the extent that performance of any Policy obligation may expose Utmost PanEurope dac to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

#### CONFIRMATIONS AND ACKNOWLEDGEMENTS

**The Applicant understands and agrees** that this application is of the utmost good faith and that the information the Applicant supplies in this application form, together with any supporting information completed or given by the Applicant in the Applicant's name, shall form the basis of the Policy with Utmost PanEurope dac.

**The Applicant agrees** that if it subsequently comes to light that any information supplied to Utmost PanEurope dac by the Applicant or on the Applicant's behalf was misleading or incomplete, then this might invalidate the Applicant's Policy and adversely affect the Applicant's right to the payment of Policy Benefits. The Applicant understands the requirement to provide accurate and relevant information in the Applicant's dealings with Utmost PanEurope dac is continuous and binding upon the Applicant or any subsequent holder of the Policy.

**The Applicant agrees** to inform Utmost PanEurope dac immediately should any information within this application change, and understands that the Applicant is obliged to do so.

**The Applicant understands** that no Policy shall be issued in respect of this application and Utmost PanEurope dac shall be under no obligation in respect of this application until the first premium has been received by Utmost PanEurope dac and Utmost PanEurope dac has expressly confirmed in writing that it accepts the application.

**The Applicant acknowledges** that the selection of investments is the appointed EMC's responsibility and Utmost PanEurope dac makes no representations or guarantees in relation to the future performance of any assets linked to the Bond and accordingly has no legal responsibility in respect of future performance of such linked assets.

**The Applicant confirms** that the firm named in Section J will be acting as the Applicant's financial adviser on an ongoing basis and the Applicant agrees that Utmost PanEurope dac is able to disclose all information relating to the Applicant's Bond to this financial adviser. The Applicant understands that if the Applicant decides to change the Applicant's financial adviser it is the Applicant's responsibility to tell Utmost PanEurope dac in writing of this change.

**The Applicant agrees** that a copy of this application has the validity of the original. The Applicant understands that the Applicant's financial adviser is acting as the Applicant's agent and not an agent of Utmost PanEurope dac.

**The Applicant confirms** that the Applicant is not ordinarily resident in Ireland and is habitually resident (that is the Applicant normally lives) in the UK and confirms that, to the best of the Applicant's knowledge and belief, the Applicant is not subject to any legislation which would make such an investment unlawful. The Applicant hereby undertakes to inform Utmost PanEurope dac of any change in the Applicant's country of residence during the term of the Bond.

**The Applicant further confirms and declares** that the Applicant is Tax Resident in the jurisdiction(s) entered in Section A of this application and that if the Applicant is a US Tax Resident, the Applicant has indicated this in Section A and provided the Applicant's T.I.N.

**The Applicant understands and agrees** that Utmost PanEurope dac will, as appropriate, report the Applicant's Policy under the various exchange of information agreements including the Foreign Account Tax Compliance Act (FATCA) and the Common Reporting Standard (CRS).

## Adviser Charges

Where Utmost PanEurope dac has been requested to facilitate the payment of Adviser Charges:

**The Applicant authorises** Utmost PanEurope dac to pay the Adviser Charges as set out in Section G. Where the Applicant has indicated that the ongoing adviser charge attracts VAT, Utmost PanEurope dac is also authorised to automatically adjust future payments if the rate of VAT changes without any further authority from the Applicant.

#### The Applicant understands and accepts that:

- > Any withdrawal that exceeds the 5% annual tax deferred entitlement will cause a chargeable event, and the Applicant may be subject to UK Income Tax
- > When paid to a financial adviser, the charge will be treated for tax purposes, as a withdrawal to the Applicant from the Bond
- > Utmost PanEurope dac cannot cancel an adviser charge after it has been paid, even if the Applicant decides to cancel the Bond during the cancellation period
- > If the application is not proceeded with, the Applicant will be refunded the premium in full, less any Adviser Charges; any Adviser Charges that the Applicant has paid/owed will be the Applicant's responsibility to settle
- > As the Bond is linked to an External Managed Account, any fund based 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 External Managed Account and the date the adviser charge is calculated
- > Where the Applicant requires any adjustment in Adviser Charges paid by Utmost PanEurope dac, Utmost PanEurope dac will not be responsible for making such adjustments and the Applicant will liaise directly with the adviser
- > The Adviser Charges apply to the Bond as a whole and will not be reduced if one or more policy segments is surrendered, unless the Applicant specifically requests this to happen at the time of the segment surrender.

#### How Utmost PanEurope dac uses the Applicant's information

Utmost PanEurope dac uses the information the Applicant provides, about themselves and other people, to provide Utmost PanEurope dac's products and services. In order to support Utmost PanEurope dac's products and services, Utmost PanEurope dac transfers information between different entities within Utmost PanEurope dac's immediate operating group and to appointed data processors, but Utmost PanEurope dac does not transfer information to other parties, unless required to do so by law or regulation. Utmost PanEurope dac does not carry out marketing using the information or transfer, or sell, the Applicant's personal information to others for marketing purposes.

More details about how Utmost PanEurope dac use the Applicant's information, the Applicant's rights over this information and how the Applicant can exercise those rights can be found in the applicable Privacy Statement. Utmost PanEurope dac publish their Privacy Statements on Utmost PanEurope dac's website at www.utmostinternational.com/privacy-statements or the Applicant can contact Utmost PanEurope dac on +44 (0) 203 038 3941 and request a copy.

#### The Applicant acknowledges that:

Utmost PanEurope dac will store, process or pass on the Applicant's data whether or not the Applicant's application is accepted.

Utmost PanEurope dac will, in the event of the death of the Applicant or Life Assured (as applicable), obtain necessary evidence as to the cause and circumstances relating to the Applicant's or the Life Assured's death should it wish to do so.

	Applicant 1	Applicant 2/Deputy/Power of Attorney*	
SIGNATURE			SIGNATURE
			*Delete as Q applicable.
Print full name			If there are more than two applicants, photocopy this page and after signing the
Date	d d m m y y y y	d d m m y y y y	additional copies attach it securely to the form.

#### BANK DETAILS AND PAYMENT INFORMATION

Payment should only be transferred once the application has been received and we have confirmed that all requirements have been met. No interest will be paid on monies held prior to issue of the Bond.

#### TELEGRAPHIC TRANSFER DETAILS

Payments from account and currency detailed in Subsection D4.

#### FOR PAYMENTS SENT IN GBP

Address	Citibank Europe plc, 1 North Wall Quay, Dublin 1, Ireland
Swift Code	CITIIE2X
Sort Code	99-00-51
IBAN	IE22CITI99005127954790
Account Number	27954790
Account Name	Utmost PanEurope dac Premium GBP
Payment reference	[ Client / proposal number ]

#### FOR PAYMENTS SENT IN EUR

Address	Citibank Europe plc, 1 North Wall Quay, Dublin 1, Ireland
Swift Code	CITIIE2X
IBAN	IE44CITI99005127954782
Account Number	27954782
Account Name	Utmost PanEurope dac Premium EUR
Payment reference	[ Client / proposal number ]

#### FOR PAYMENTS SENT IN USD

Address	Citibank Europe plc, 1 North Wall Quay, Dublin 1, Ireland
Swift Code	CITIIE2X
IBAN	IE32CITI99005127954804
Account Number	27954804
Account Name	Utmost PanEurope dac Premium USD
Payment reference	[ Client / proposal number ]

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#### www.utmostinternational.com

Calls may be monitored and recorded for training purposes and to avoid misunderstandings. Utmost PanEurope dac (registered number 311420) is regulated by the Central Bank of Ireland. Registered Office address: 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. ALE PR 0014 | 01/25

#### INFORMATION