

ADVISER CHARGES PACK

AGREEMENT FOR INDIVIDUALS AND TRUSTEES

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

In this pack words in the singular shall include the plural and vice versa.

IMPORTANT NOTES

This pack is designed for individuals and trustees who hold an existing Evolution bond or Estate Planning Bond. Due to the terms and conditions of the policy, this only includes Estate Planning Bonds that were set up using the appropriate literature dated after 29 April 2013.

WHAT ARE CHARGES FOR ADVICE?

Charges for advice are fees that are agreed between you (or where appropriate your trustees) and your financial adviser, Investment Adviser or External Manager and/or Custodian (EMC) for the advice and related services you receive. You can choose to pay these charges in one of the following ways:

› **Direct** - The charges are paid by you directly to your adviser; in this instance you do not need to inform Utmost of this decision.

Or facilitated by us:

› **Outside of the bond** - The initial charge is paid as a flat amount through us before the premium is invested into the bond.

› **Inside the bond** - The charges are paid to your adviser through us either on an initial, ongoing or ad hoc basis from the bond, after the full premium has been invested.

Initial adviser charges from inside the bond are not available on an Estate Planning Bond and some trust arrangements. For more information about charges for advice and how these may be applicable to you please see our **Charges guide**.

HOW TO COMPLETE THIS PACK

Please complete this pack using **black ink** and **BLOCK CAPITALS**. If you make a mistake, cross it out, put in the correct words and sign your initials next to the correction. **Please do not use correction fluid.**

SIGNATURE This symbol highlights the signature sections within this pack which need to be signed by the relevant parties.


Please ensure you fully complete the correct section for your needs, as any missing information may delay our ability to carry out your instructions. Once we have received this pack with the correct sections fully completed, we will, depending on the options you select, make payments for charges for advice on your behalf to your financial adviser, Investment Adviser and/or External Manager for the relevant services they provide to you. We will continue to do this until this instruction ends or you tell us to cancel this arrangement.

Once your bond is in force we require a month's notice of any changes to adviser charge payments that we facilitate.

BEFORE YOU BEGIN

This pack is to be used for charges that apply to advice and services that are to be paid from inside the bond.

If you are in the process of setting up a bond and wish to set up an agreement to pay your financial adviser an initial adviser charge, please refer to the relevant product application pack. If you have requested the appointment of an Investment Adviser on taking out a bond and would like us to facilitate an initial Investment Adviser Charge payment, please see Section 2C of this pack.

 We can only facilitate one initial payment for advice per premium from inside the bond.

A WEALTH *of* DIFFERENCE

Utmost Wealth Solutions and Utmost Trustee Solutions are brand names used by a number of Utmost companies. This item has been issued by Utmost Limited.

The following companies are registered in the Isle of Man. Utmost Limited (No 056473C), Utmost Administration Limited (No 109218C) and Utmost Trustee Solutions Limited (No 106739C) are regulated or licensed by the Isle of Man Financial Services Authority. Not regulated: Utmost Services Limited (No 059248C). Each has its registered office at: Royalty House, Walpole Avenue, Douglas, Isle of Man, IM1 2SL, British Isles.

The following company is registered in Ireland. Utmost Ireland dac (No 303257) is authorised by the Central Bank of Ireland and regulated by the Financial Conduct Authority in the UK for Conduct of Business Rules. Registered office: Block 2, Harcourt Centre, Harcourt Street, Dublin 2, Ireland.

This pack is split into two sections to cover the two different types of advisers you may be paying.

SECTION 1: PAYING FINANCIAL ADVISER CHARGES (AC)

- a) Your details
- b) Financial adviser details
- c) Adviser charging and existing investments
- d) Charge payment details (inside the bond only)
 - i) Ongoing adviser charges
 - ii) Ad hoc adviser charges
- e) Client declaration

SECTION 2: PAYING INVESTMENT ADVISER CHARGES (IAC)

- a) Your details
- b) Investment Adviser details
- c) Charge payment details
 - i) Initial IAC charges
 - ii) Ongoing IAC charges
 - iii) Ad hoc IAC charges
- d) Client declaration

The methods available for paying charges for advice will depend on whether advice is provided on part of, or all of the bond. Please refer to our decision tree on page 3 to help guide you to the relevant section to suit your needs. If you have any further questions on this pack, please contact our Customer Support team on **+44 (0) 1624 643 345**.

VAT AND ONGOING CHARGES FOR ADVICE PAYMENTS

If applicable, VAT can be added to the initial, ongoing or ad hoc charges for advice to the financial adviser or investment adviser. If the VAT rate changes in the future, we will automatically adjust the level of VAT without requesting a new agreement from you. Importantly, if the VAT rate should change, the VAT rate we will use will be the rate at the date we make the payment. Please remember that VAT on the adviser charge to be paid from the bond to the financial adviser will be treated as a withdrawal from the bond and will form part of the 5% annual tax deferred entitlement.

BONDS HELD IN TRUST

The charges for advice we facilitate for the trusts we offer depend on the trust type chosen. Please see the 'Trusts and paying for advice' table in our **Charges guide** for further details.

Once the premium has been invested and the trust is set up, we need the authority of the trustees to facilitate the payment of certain charges for advice. Therefore, if the trustees wish to agree the payment of any ongoing or ad hoc charges for advice from the bond, they must complete and sign this pack in order for us to set up and facilitate these payments.

UTMOST TRUSTEE SOLUTIONS LIMITED

When you appoint Utmost Trustee Solutions Limited as trustee of a new Estate Planning Bond, ongoing Investment Adviser Charges (IAC) may be agreed by you (the Settlor) on behalf of the trustee, up to a maximum limit of 0.5% per annum of bond value or £500 in a year, payable at your chosen frequency. Should you wish to agree a charge outside these limits, the Trustee's agreement will also be required.

The company details for Utmost Trustee Solutions can be found in the footer at the bottom of page 1 in this document.

EXTERNAL MANAGED ACCOUNTS

Where you invest £50,000 or more you can request that the value of your bond be linked to a portfolio of investments managed by an External Fund Manager and held by an External Custodian. We call this arrangement an External Managed Account. Due to the nature of External Managed Accounts, we are only advised of the value of the assets in the account at periodic intervals. As such, where you request us to base your charges for advice on the total value of your bond, we can only do this by using the last available value for the account held in our records. This may be some months out of date, during which time significant market movements may occur. We regret that we cannot facilitate subsequent adjustments in the charges for advice already taken and, if you feel an adjustment is required, you will need to raise matters directly with the adviser the charging agreement is applicable to. In addition, please note that any chargeable event calculations will be based upon the actual payments we have made from the bond. You are asked to acknowledge you understand the implications associated with such an arrangement in the relevant client declaration of this pack. Your financial adviser will be able to answer any questions you have regarding External Managed Accounts.

PLEASE NOTE

Adviser charges relating to personal recommendations that are paid from the bond to your financial adviser, will be treated as a withdrawal from the bond and will form part of the 5% annual tax deferred entitlement.

Charges relating to investment advice will also need to be illustrated accordingly. However, if the relevant nomination forms are completed, these charges will not count towards the 5% annual tax deferred entitlement.

You should discuss any potential tax consequences with your financial adviser before making a withdrawal, surrender or adviser charge payment from the bond.

Tax rules may change in the future and are subject to individual circumstances.

If your bond represents the asset of a registered UK Pension scheme, for example a Self-Invested Personal Pension (SIPP) or Small Self Administered Scheme (SSAS) arrangement then you should ensure, together with your adviser that any charges for advice meet the requirements set down by HM Revenue & Customs for authorised scheme payments.

CANCELLATION OF CHARGES FOR ADVICE

If you wish to stop paying for any charges for advice from your bond you can cancel this Agreement at any time by writing to us. We will cancel any of these charges that would be due in the future. We will confirm any instructions to cancel previous charging agreements you have with your financial adviser or investment adviser. You will need to make other arrangements with them to pay any future or outstanding charges, or to discuss the refund of any payments made whilst we process your request.

CHECKLIST

We want to process your request as quickly as possible. To help us do this please remember on completion of this pack to provide the following:

- › If you are sending any additional instructions or documentation, please securely attach them to the back of the pack
- › If you have changed your financial adviser, please complete the **Appointment of financial adviser** form
- › If you would like an Investment Adviser to be appointed, then please enclose a completed and signed **Nomination of investment adviser** form
- › If you would like an External Manager and/or Custodian to be appointed, then please enclose a completed and signed **Nomination of external manager and/or custodian** form

Additional nomination or appointment forms are available on request from us or your financial adviser.

WHAT TO DO NEXT

Once completed, please arrange for your financial adviser to return the original signed copy of this pack and any supporting documents to Utmost Limited or your financial adviser's Utmost sales consultant, if applicable. Utmost's address is: **Utmost Limited, Royalty House, Walpole Avenue, Douglas, Isle of Man, IM1 2SL, British Isles.**

ADVISER CHARGING DECISION TREE

WHICH SECTION SHOULD I COMPLETE?

To assist with completing the correct section of this pack we have added this useful decision tree to help guide you to the relevant section. This decision tree only covers the most common scenarios, if you are still unsure which section you should use, please contact our Customer Support team on **+44 (0) 1624 643 345**.

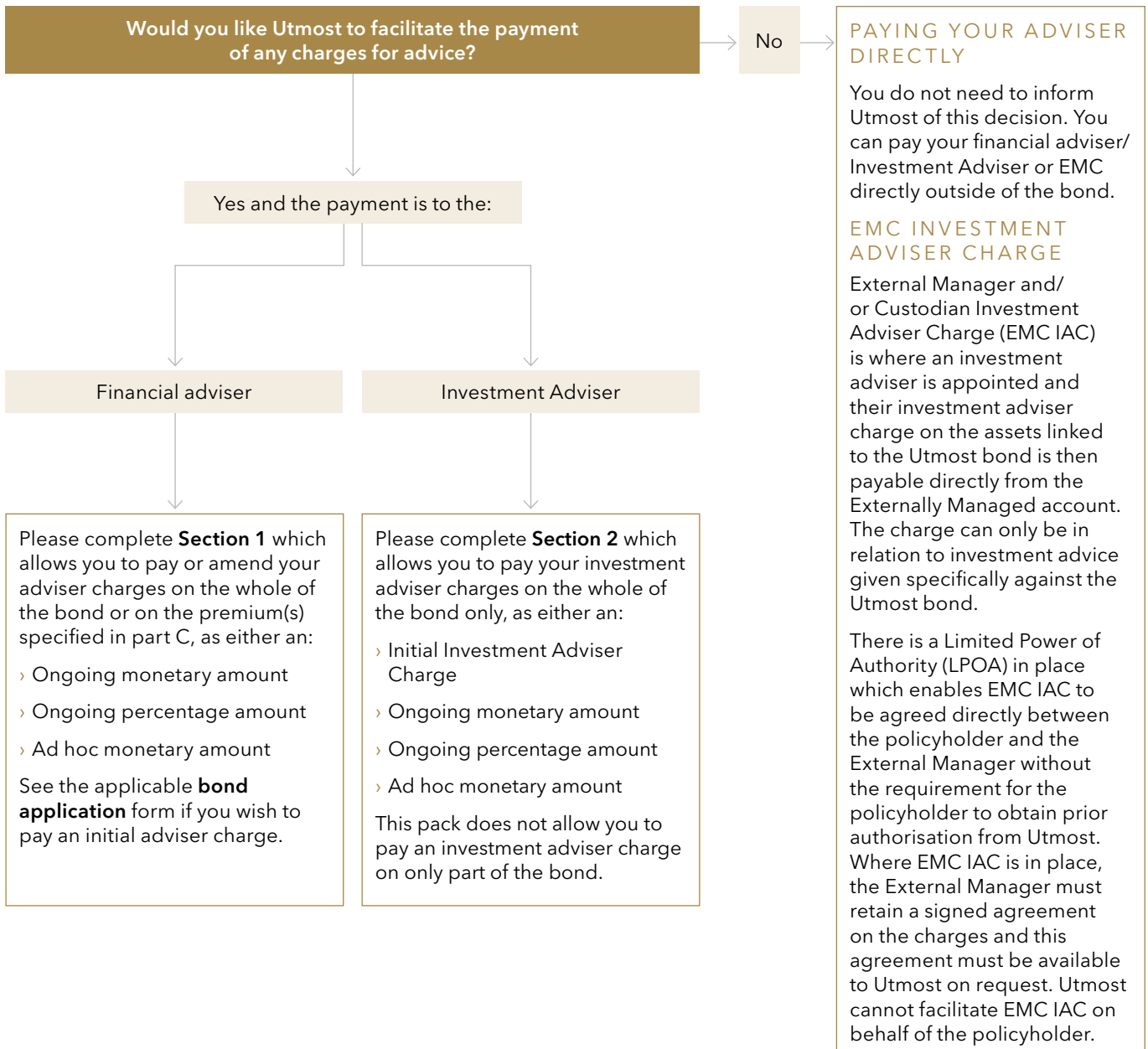


TABLE OF DEFINITIONS:

ADVISER CHARGE (AC)	This term applies to charges taken by a financial adviser on any matter not relating to underlying investments linked to the bond.
INVESTMENT ADVISER CHARGES (IAC)	This term applies to charges taken by an investment adviser. These are taken as a unit deduction from the bond.

Not all External Managers can facilitate EMC IAC - the appointed External Manager will be able to confirm whether this option is available. Due to the nature of accounts managed on a Platform, EMC IAC is not available under this arrangement.

SECTION 1 – PAYING FINANCIAL ADVISER CHARGES (AC)

IMPORTANT INFORMATION ON COMPLETING SECTION 1

This section must be completed if you want us to facilitate adviser charge payments to your financial adviser from the value of the bond.

We can do this in various ways which are explained in the adviser charge options in our **Charges guide**, which is available from our website www.utmostwealth.com or from your financial adviser on request.

You cannot make a payment to your adviser, from inside the bond, before the service is received, and you should remember this when choosing the start date for any ongoing payments. Any agreed adviser charges to be paid from the value of your bond can only be made through a partial surrender (withdrawal across all segments).

Any adviser charge instructions completed in this section must be to someone who has an existing Terms of Business with Utmost.



You cannot appoint a new financial adviser using this form, please complete our separate **Appointment of financial adviser** form which is available from us on request.

Adviser charges paid to the financial adviser will form part of the 5% annual tax deferred entitlement and may have potential tax consequences. For more information please speak to your financial adviser.

A YOUR DETAILS

Policy number (if known)

	Applicant/Policyholder/Trustee 1	Applicant/Policyholder/Trustee 2
1 Full name	<input type="text"/>	<input type="text"/>
2 Address	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
Postcode	<input type="text"/>	<input type="text"/>
3 Telephone number	<input type="text"/>	<input type="text"/>
4 Email address	<input type="text"/>	<input type="text"/>

Where details are required for more than two applicants/policyholders/trustees please photocopy this page, complete, and attach securely to this pack.

B YOUR FINANCIAL ADVISER'S DETAILS

1 Name of Adviser's firm	<input type="text"/>
	<input type="text"/>
2 Full address	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
Postcode	<input type="text"/>
3 FCA number	<input type="text"/>
4 Terms of business number (if known)	<input type="text"/>

Where your adviser is an appointed representative of another firm, or a member of a network, we may be required to make the adviser charge payment to the principal firm or network head. Your adviser will be able to tell you if this is likely to happen.

C ADVISER CHARGING AND EXISTING INVESTMENTS


Please indicate the type of adviser charging required by ticking one of the boxes in options A or B below.

Commission: Refers to Adviser fees paid to the adviser on premium(s) invested before 31 December 2012 where a 'disturbance event' has not occurred. The rules for disturbance events are then contained in the FCA Conduct of Business Sourcebook under COBS 6.1A.4AA

Adviser Charge: Refers to Adviser fees paid to the adviser on any premium(s) invested from 1 January 2013.

A. Any commission currently payable should:


- i) continue to be paid
- ii) be turned off

Tick one box in A and B. 

B. Apply adviser charges in this pack to:

- i) all premiums
- ii) all premiums invested from 1 January 2013
- iii) specific premiums in the table below

	Premium amount	Date invested							
		d	d	m	m	y	y	y	y
Premium 1		d	d	m	m	y	y	y	y
Premium 2		d	d	m	m	y	y	y	y
Premium 3		d	d	m	m	y	y	y	y
Premium 4		d	d	m	m	y	y	y	y
Premium 5		d	d	m	m	y	y	y	y
Premium 6		d	d	m	m	y	y	y	y

You can find the date that each premium was invested on your Policy Schedule or any subsequent Additional Premium Statement. 

If you have more than six premiums that you would like adviser charging to be applied to please photocopy this page, complete, and attach securely to this pack.

The information you provide in this table will enable us to identify the specific investments that you are requesting adviser charging to be taken from. However, the calculations for the adviser charges will be done using the current value of the investment, rather than the original premium amount invested.

Please note that, unless you or your adviser tell us otherwise, where you agree to pay adviser charges on premiums invested before 31 December 2012 this will not affect any commission arrangements already in force in relation to these premiums.

D ADVISER CHARGE PAYMENT DETAILS


BEFORE YOU BEGIN

Please be aware that throughout this section, the monetary amount or percentage should be entered **excluding** VAT. If the adviser charge attracts VAT, please tick the relevant box to indicate VAT applies. For example, if the adviser charge is 1% plus VAT, please enter 1% rather than 1.2% assuming 20% VAT is included, and tick the box to indicate that VAT applies.

D1 AD HOC ADVISER CHARGE

Please complete this section if you require us to make a single one-off payment from the value of the bond.

TRANSACTION TYPE	ONE-OFF AMOUNT
1 Adviser charge to be taken from the value of the bond	£/US\$/€* <input type="text"/> . <input type="text"/>
2 Ad hoc adviser charge payment date	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
3 Does the ad hoc adviser charge attract VAT?	<input type="checkbox"/> Yes

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

For Utmost Trustee Solutions Limited cases, please note that maximum amount is £500 pa. Please see the 'Important notes' section on page 2.

D ADDITIONAL ADVISER CHARGE (CONTINUED)

D2 ONGOING ADVISER CHARGE

Please complete (a) or (b) below if you have agreed with your adviser to make a **regular** payment for the ongoing advice and related services you receive.

Please state the total monetary amount you wish to pay per year. For example, if you wish to pay £200 on a half-yearly basis, the amount you should state here is £400 as the annual total.

*Please note you must enter your chosen monetary amount in the currency of your bond. Please delete as applicable.

For Utmost Trustee Solutions Limited cases, please note that maximum amount is £500 pa. Please see the 'Important notes' section on page 2.

Please state the total percentage of premium you wish to pay per year. For example, if you wish to pay 0.1% payable on a half-yearly basis, the amount you should state is 0.2% as the annual total.

Where a percentage (%) is chosen, the % will be calculated on the frequency of the payment that you've selected. For frequencies other than annual, the overall total % for the year may be lower or greater than the % you have chosen because of fluctuations in the fund value.

A) MONETARY AMOUNT

1 Please select the frequency of the payments: Yearly Half-yearly Quarterly Monthly

TRANSACTION TYPE

MONETARY AMOUNT PER YEAR

2 Adviser charge to be taken from the value of the bond .

3 Ongoing monetary amount start date

4 Does the ongoing monetary amount attract VAT? Yes

B) PERCENTAGE OF BOND VALUE

1 Please select the frequency of the payments: Yearly Half-yearly Quarterly Monthly

TRANSACTION TYPE

PERCENTAGE PER YEAR

2 Adviser charge to be taken from the value of the bond or the premiums indicated under section 1C on page 6 . %

For Utmost Trustee Solutions Limited cases, please note that maximum is 0.5% pa, please see 'Important notes' section on page 2.

3 Ongoing percentage amount start date

4 Does the adviser charge(s) attract VAT? Yes

E CLIENT DECLARATION

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

Throughout this declaration, 'I', 'me' and 'my' mean the applicant(s), policyholder(s) or trustee(s) and 'the Company' and 'you' mean Utmost Limited.

I authorise the Company to pay the adviser charges as set out in this Agreement. Where I have indicated that the ongoing adviser charge attracts VAT, I also authorise you to automatically adjust future payments if the rate of VAT changes without any further authority from me.

I understand and accept that where the adviser charge is being facilitated from my bond:

- › The adviser charge will only be paid when there is sufficient value, and assets that can be sold, in my bond to cover the payment in full.
- › If the total withdrawals taken from the bond, including any adviser charge payments, exceeds 5% per annum of the premium(s) paid, then a chargeable event may arise and I (or the settlor, beneficiary, or trustees if applicable) may be subject to UK Income Tax on any excess over the 5% annual tax deferred entitlement.
- › The adviser charges apply to the bond, or premium values specified in section 1C, as a whole and will not be reduced if I surrender one or more policy segments, unless I specifically request this to happen at the time of the segment surrender.

For the Estate Planning Bond surrenders are only permitted after the death(s) of the Settlor/Donor(s).

- › I can cancel the instruction to pay any future adviser charges due from the bond at any time by writing to the address shown on page 3 of this pack.

E CLIENT DECLARATION (CONTINUED)

- › Until you receive written notification to cancel this instruction, you will continue to make payments to the adviser.
- › If I change the adviser shown in Section 1B, cancel payment of any adviser charges from the bond, cancel the application for the bond or any additional premium(s) within the cancellation period, assign the bond or any other situation where it is not reasonably possible for you to facilitate a payment it will be my responsibility to settle any outstanding adviser charges directly with my adviser.
- › I should contact my adviser in the first instance to discuss any adviser charges I believe should not have been applied to the bond.
- › I cannot cancel an adviser charge after it has been paid, even if I decide to cancel my bond or any additional premium(s) during the cancellation period, and acknowledge I will need to contact the adviser to discuss whether a refund is payable in full or in part.
- › This instruction is subject to the terms and conditions of the bond.

Where the bond is linked to an External Managed Account, I acknowledge and agree that:

- › Any fund based adviser charge payments will be based on the last available fund value for the External Managed Account held in the Company’s records.
- › Due to timing differences, there may be significant market movements between the date when the Company’s records were last updated with the fund value of the External Managed Account and the date the adviser charge is calculated as a percentage of the whole of the bond value.
- › Where I require any adjustment in adviser charges paid by the Company, the Company will not be responsible for making such adjustments and I will liaise directly with the adviser.
- › The actual amounts paid by the Company as adviser charges will be treated as withdrawals from the bond and will be used in any chargeable event calculations.

By signing this section below I confirm that:

- › **The adviser charges set out in this form match the Personal illustration I have received from my adviser.**
- › **It will create legally binding obligations on me in connection with the bond.**
- › **Any refund due/payable to me will be paid directly to me by the adviser outside the bond.**

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Print full name																			
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SECTION 2 – PAYING INVESTMENT ADVISER CHARGES (IAC)

IMPORTANT INFORMATION ON COMPLETING SECTION 2

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

We can do this in various ways which are explained in the adviser charge options in our **Charges guide**, which is available from our website www.utmostwealth.com.

You cannot make a payment to your adviser from inside the bond, before the service is received, and you should remember this when choosing the start date for any ongoing payments. Any agreed Investment Adviser Charges to be paid from the value of your bond can only be made through a partial surrender (withdrawal across all segments).

Any Investment Adviser Charges instructions completed in this section must be to someone who has an existing Terms of Business with Utmost.



You cannot appoint a new Investment Adviser using this form, please complete our separate **Nomination of investment adviser** form available on request.

A YOUR DETAILS

Policy number (if known)

	Applicant/Policyholder/Trustee 1	Applicant/Policyholder/Trustee 2
1 Full name	<input type="text"/>	<input type="text"/>
2 Address	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
Postcode	<input type="text"/>	<input type="text"/>
3 Telephone number	<input type="text"/>	<input type="text"/>
4 Email address	<input type="text"/>	<input type="text"/>

Where details are required for more than two applicants/policyholders/trustees please photocopy this page, complete, and attach securely to this pack.

B YOUR INVESTMENT ADVISER'S DETAILS

For completion by Investment Adviser:

1 Name of firm (the Adviser)	<input type="text"/>
2 FCA number	<input type="text"/>
3 Name of contact person	<input type="text"/>
4 Address of Investment Adviser	<input type="text"/>
	<input type="text"/>
Postcode	<input type="text"/>

Please provide us with the name and address of the firm/Investment Adviser.

C INVESTMENT ADVISER CHARGE PAYMENT DETAILS

BEFORE YOU BEGIN

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

C1 AD HOC INVESTMENT ADVISER CHARGE

Please complete this section if you require us to make a single one-off payment from the value of the bond.

TRANSACTION TYPE	ONE-OFF AMOUNT
1 IAC to be taken from the value of the bond	£/US\$/€* <input type="text"/> . <input type="text"/> <input type="text"/>
2 Ad hoc IAC payment date	<input type="text"/> d <input type="text"/> d <input type="text"/> m <input type="text"/> m <input type="text"/> y <input type="text"/> y <input type="text"/> y <input type="text"/> y
3 Does the ad hoc IAC attract VAT?	<input type="checkbox"/> Yes

*You must enter your chosen monetary amount in the currency of your bond. Please delete as applicable.
For Utmost Trustee Solutions Limited cases, please note that maximum amount is £500 pa. Please see the 'Important notes' section on page 2.

C2 ONGOING INVESTMENT ADVISER CHARGE

Please complete (a) or (b) below if you have agreed with your adviser to make a **regular** payment for the ongoing advice and related services you receive.

A) MONETARY AMOUNT

1 Please select the frequency of the payments: Yearly Half-yearly Quarterly Monthly

TRANSACTION TYPE	MONETARY AMOUNT PER YEAR
2 IAC to be taken from the value of the bond	£/US\$/€* <input type="text"/> . <input type="text"/> <input type="text"/>
3 Ongoing monetary amount start date	<input type="text"/> d <input type="text"/> d <input type="text"/> m <input type="text"/> m <input type="text"/> y <input type="text"/> y <input type="text"/> y <input type="text"/> y
4 Does the ongoing monetary amount attract VAT?	<input type="checkbox"/> Yes

Please state the total monetary amount you wish to pay per year. For example, if you wish to pay £200 on a half-yearly basis, the amount you should state here is £400 as the annual total.

*Please note you must enter your chosen monetary amount in the currency of your bond. Please delete as applicable.
For Utmost Trustee Solutions Limited cases, please note that maximum amount is £500 pa. Please see the 'Important notes' section on page 2.

OR

B) PERCENTAGE OF BOND VALUE

1 Please select the frequency of the payments: Yearly Half-yearly Quarterly Monthly

TRANSACTION TYPE	PERCENTAGE PER YEAR
2 IAC to be taken from the value of the bond	<input type="text"/> . <input type="text"/> %
3 Ongoing percentage of bond value start date	<input type="text"/> d <input type="text"/> d <input type="text"/> m <input type="text"/> m <input type="text"/> y <input type="text"/> y <input type="text"/> y <input type="text"/> y
4 Does the percentage of bond value attract VAT?	<input type="checkbox"/> Yes

For Utmost Trustee Solutions Limited cases, please note that maximum is 0.5% pa, please see 'Important notes' section on page 2.

Please state the total percentage of bond value you wish to pay per year. For example, if you wish to pay 0.1% payable on a half-yearly basis, the amount you should state is 0.2% as the annual total.

Where a percentage (%) of bond value is chosen, the % will be calculated on the frequency of the payment that you've selected. For frequencies other than annual, the overall total % for the year may be lower or greater than the % you have chosen because of fluctuations in the bond value.

D CLIENT DECLARATION

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

Throughout this declaration, 'I', 'me' and 'my' mean the applicant(s), policyholder(s) or trustee(s) and 'the Company' and 'you' mean Utmost Limited.

I authorise the Company to pay the Investment Adviser Charges as set out in this Agreement. Where I have indicated that the ongoing Investment Adviser Charge attracts VAT, I also authorise you to automatically adjust future payments if the rate of VAT changes without any further authority from me.

I understand and accept that where the Investment Adviser Charge is being facilitated from my bond:

- › The Investment Adviser Charges will only be paid when there is sufficient value, and assets that can be sold, in my bond to cover the payment in full.
- › The actual amounts paid by the Company as Investment Adviser Charges will be treated as non-taxable withdrawals from my bond and will not be used in any chargeable event calculations.
- › The Investment Adviser Charges apply to the bond as a whole and will not be reduced if I surrender one or more policy segments, unless I specifically request this to happen at the time of the segment surrender.



For the Estate Planning Bond surrenders are only permitted after the death(s) of the Settlor/Donor(s).

- › I can cancel the instruction to pay any future Investment Adviser Charges due from my bond at any time by writing to the address shown on page 3 of this pack.
- › Until you receive written notification to cancel this instruction, you will continue to make payments to my Investment Adviser.
- › If I change the adviser shown in Section 2B, cancel payment of any Investment Adviser Charges from my bond, cancel my application for the bond within the cancellation period, assign the bond or any other situation where it is not reasonably possible for you to facilitate a payment, it will be my responsibility to settle any outstanding Investment Adviser Charges directly with my adviser.
- › I should contact my Investment Adviser in the first instance to discuss any Investment Adviser Charges I believe should not have been applied to my bond.
- › I cannot cancel an Investment Adviser Charge after it has been paid, even if I decide to cancel my bond during the cancellation period, and acknowledge I will need to contact my adviser to discuss whether a refund is payable in full or in part.
- › This instruction is subject to the terms and conditions of my bond.

Where my bond is linked to an External Managed Account, I acknowledge and agree that:

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

D CLIENT DECLARATION (CONTINUED)

By signing this section below I confirm that:

- › The Investment Adviser Charges set out in this form match the **Personal illustration** I have received from my Investment Adviser.
- › It will create legally binding obligations on me in connection with my bond.
- › Any refund due/payable to me will be paid directly to me by the Investment Adviser outside the bond.

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