

For customers | International investments

Investment services appointment

1. Investment services agreement (the Agreement)

Please complete this form in **BLOCK CAPITALS** and in ballpoint pen.

This is an agreement between the Policyholder(s), the Investment Adviser and AEGON Ireland plc ('AEGON') under which AEGON, on the recommendation of the Policyholder(s), appoints the Custodian, the Investment Adviser and (if applicable) the Investment Platform and the Policyholder(s) agree to the appointment.

1.1 Policyholder details

Name of Policyholder(s)

Address

Postcode

Name of Policyholder(s)

Address

Postcode

(the Policyholder(s))

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

- Option 1:** The Policyholder(s) confirms that the Investment Adviser will be acting on a **discretionary basis** in relation to the assets linked to the Policy in accordance with the terms and conditions set out in 2.1(c) later in this form.

- Option 2:** The Policyholder(s) confirms that the Investment Adviser will be acting on an **advisory basis** in relation to the assets linked to the Policy in accordance with the terms and conditions set out in 2.1(d) later in this form.

1. Investment services agreement – *continued*

1.5 Fees

(a) The Policyholder(s) authorises AEGON to instruct the Custodian to debit from the Portfolio and pay (please tick one appropriate box)

the Investment Adviser

% of the value of the Portfolio each year

fees in accordance with the attached fees schedule provided by the Investment Adviser to the Policyholder(s).

(b) The Policyholder(s) authorises, where appropriate, the fees in accordance with the fee schedule issued by the Custodian and/or the Investment Platform. These fees will be treated as a Liability and Expense of the Portfolio as defined in accordance with the policy conditions that apply to the Policy.

(c) The terms 'Cash Account', 'Portfolio', 'Liability and Expense' are as defined in the policy conditions that apply to the Policy.

(d) Some or all of the assets of the Portfolio may be invested in pooled assets selected by the Investment Adviser from time to time (the underlying assets). The Policyholder(s) acknowledges that these underlying assets may be subject to a separate management charge, some or all of which may be paid to the Investment Adviser by way of additional fees.

(e) The Policyholder(s) acknowledges that value-added tax (VAT) in respect of the fees will be accounted for by AEGON as applicable, and that any VAT so accounted for will be debited from the Cash Account of the Portfolio.

1.6 Policy details

AEGON Ireland plc
2nd Floor
IFSC House
Custom House Quay
Dublin 1
Ireland

With reference to:

application dated (dd/mm/yyyy)

or policy number*

in respect of AEGON

('policy type')

('the Policy')

*When the custodianship of an existing Policy is being transferred, an *instruction to transfer custodianship* form must also be completed and returned by the Policyholder(s).

AEGON, the beneficial owner of the Portfolio, appoints:

- the Custodian to provide dealing and custodial services in respect of the Portfolio;
- the Investment Adviser to provide investment instructions in respect of the Portfolio; and
- (if applicable) the Investment Platform to provide execution and/or administration services in respect of the Portfolio;

on the **recommendation** of the Policyholder(s) and the Policyholder(s) **agrees** to this appointment. These appointments are subject to the terms and conditions set out in Section 2.

Please take some time to read Section 2 and make sure you understand each parties obligations under this Agreement.

2. Terms and conditions

The following terms and conditions apply to this Agreement:

2.1 Investment Restrictions

2.1 (a) The Investment Adviser shall:

- select all assets purchased for the Portfolio from a standard menu of assets agreed by AEGON from time to time and in accordance with the investment regulations of the Central Bank of Ireland; and
- be authorised to buy, sell, exchange or otherwise deal in assets of the Portfolio in the name of AEGON (subject to the Central Bank of Ireland investment regulations), provided that the only assets that shall be held within the Portfolio are those assets that are permitted within section 520 of the Income Tax (Trading and Other Income) Act 2005 and any UK law that changes or replaces it;

or (please tick if appropriate)

Investment restrictions

(European Portability Option)

make sure that all of the assets of the Portfolio are only invested in UCITS and/or in cash deposit accounts with an EEA bank.

2.1 (b) The Investment Adviser shall:

- disclose to the Policyholder(s) all of the costs and charges associated with the services provided by the Investment Adviser, the Custodian and (if applicable) the Investment Platform in respect of the Portfolio;
- provide the Policyholder(s) with a copy of the standard terms and conditions of the Custodian and (if applicable) the Investment Platform;
- maintain professional indemnity insurance with a reputable insurer that is adequate to cover any and all breaches of this Agreement and any duties owed to AEGON or the Policyholder(s);
- immediately notify AEGON in writing should the Investment Adviser's regulatory authorisation change or cease, or should any regulator take or threaten to take disciplinary action against the Investment Adviser;
- if acting on an advisory basis, make sure that each investment instruction given by it will be the result of prior discussions made with the Policyholder(s) and in line with the Policyholder(s) agreement and the Investment Adviser shall retain evidence of the Policyholder(s) agreement and provide the relevant evidence to AEGON if requested; and
- if acting on a discretionary basis or, if selecting an investment strategy provided by a third party investment manager on the Investment Platform, agree appropriate investment objectives with the Policyholder(s).

2.1 (c) The Investment Adviser will, if appointed to act on a discretionary basis in relation to the Portfolio, have sole responsibility and complete discretion in relation to investment decisions. Investment instructions will be sent from the Investment Adviser without prior consultation with the Policyholder(s). The Policyholder(s) acknowledge and agree that the Investment Adviser has confirmed to the Policyholder(s) that they have the necessary regulatory authorisation to perform this role.

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

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

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

2.4 Authorisation

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

2.5 Fees

The Policyholder(s) and the Investment Adviser acknowledge and agree that it is their responsibility to make sure that this Agreement sets out the correct fees and/or Liabilities and Expenses that will be debited from the Cash Account and/or the Portfolio of the Policy.

2. Terms and conditions – *continued*

2.6 Instructions

- 2.6.1 AEGON authorises the Custodian and (if applicable) the Investment Platform to accept and act upon the investment instructions received directly from the Investment Adviser.
- 2.6.2 The Policyholder(s) acknowledge and agree that all withdrawals and surrender requests will only be acted upon by the Custodian on AEGON's instruction.
- 2.6.3 The Policyholder(s) acknowledge and agree that it is aware of, and accepts, the standard terms and conditions of the Investment Adviser, the Custodian and (if applicable) the Investment Platform which AEGON is not party to.

2.7 Limitation of liability

- 2.7.1 AEGON shall not be responsible or liable for any loss or liability caused to the Policy or to the Policyholder(s) as a result of the appointment of the Custodian, the Investment Adviser or (if applicable) the Investment Platform. In particular, AEGON shall not be responsible for:
- reliance upon any advice given or investment services provided by the Investment Adviser in respect of the assets linked to the Policy;
 - the dealing, custodial, execution or administration services provided by the Custodian or (if applicable) the Investment Platform in respect of the assets linked to the Policy;
 - any act or omission of the Custodian, the Investment Adviser or the Investment Platform giving rise to any loss in value of the Portfolio;
 - the investment performance of the Portfolio;
 - obtaining proof that the Investment Adviser has consulted with the Policyholder(s) prior to issuing investment instructions, where the Investment Adviser has been appointed to act on an advisory basis; and
 - any default by the Custodian (or its agents, nominees or sub-custodians) in relation to the custody of the assets linked to the Policy.
- 2.7.2 The Investment Adviser, in providing investment services under this Agreement, accepts responsibility for any and all loss to the Policy to the extent that such loss is due to its negligence, wilful default, fraud or breach of the Investment Adviser's (or its agent's) obligations under this Agreement.

2.8 Indemnity

- 2.8.1 The Investment Adviser indemnifies AEGON from and against any loss, costs, liability, claim or damages which AEGON may suffer as a result of the Investment Adviser's negligence, wilful default, fraud or breach of the Investment Adviser's (or its agent's) obligations under this Agreement.
- 2.8.2 The Policyholder(s) indemnifies AEGON from any loss, costs, liability, claim or damages, irrespective of how it arises, suffered by AEGON as a result of the operation of this Agreement.

2.9 Voting rights

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

2.10 Confidentiality

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

2.11 Termination

- 2.11.1 This Agreement may be terminated by any of the parties to it by giving notice in writing of its termination to the other parties. In the case of notice being given by the Policyholder(s) or the Investment Adviser, AEGON shall only be bound by such notice on receipt at its registered office of such notice.
- 2.11.2 This Agreement shall be immediately terminated without notice in the event of the death, bankruptcy, liquidation or insolvency of the Investment Adviser or (if applicable) the Investment Platform, or in the event that the Investment Adviser or the Investment Platform enters into a compromise arrangement with its creditors or loses the necessary regulatory authorisation required under this Agreement.
- 2.11.3 Upon the bankruptcy, liquidation or insolvency of the Custodian, or in the event that the Custodian enters into a compromise arrangement with its creditors or loses its authorisation to act as a custodian, this Agreement shall continue in full force and effect and AEGON shall act as custodian until or unless an alternative custodian is appointed.
- 2.11.4 The Investment Adviser and the Policyholder(s) acknowledge and agree that, to allow it to enter into this Agreement, AEGON has entered a separate agreement with the Custodian in respect of the Portfolio and that AEGON is the beneficial owner of the assets linked to the Policy.

2. Terms and conditions – *continued*

2.12 Conflict

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

This Agreement has been executed by the parties,

Signed

X	X
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(Policyholder(s))

2.13 Variation

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

Signed

X	X
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(Policyholder(s))

2.14 Assignment

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

Signed

X	X
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(Signed on behalf of the Investment Adviser)

2.15 Data Protection

The Policyholder(s) consents to the release to the Investment Adviser, the Custodian and/or (if applicable) the Investment Platform (or to their respective agents, nominees or sub-contractors) of such personal data as AEGON may consider necessary for these parties to perform their respective obligations under this Agreement. This includes, for the avoidance of doubt, where any of the parties are located outside of the European Economic Area.

Signed

X	X
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(Authorised signatory – AEGON Ireland)

2.16 Applicable law

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

Date (dd/mm/yyyy)

By signing this Agreement, AEGON, the Policyholder(s) and the Investment Adviser confirms their intent that this Agreement constitutes a binding contract between the parties.



AEGON is a brand name of AEGON Ireland plc. AEGON Ireland plc, registered office: 2nd Floor IFSC House, Custom House Quay, Dublin 1, Ireland. Registered in Ireland (No. 346275). Authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by the Financial Services Authority are available from us on request. An AEGON company. www.aegon.ie

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AEGON is proud to be the
Lead Partner of British Tennis.