

# Appointment of Fund Adviser Form

## For completion by Owner(s)

PLEASE USE BLOCK CAPITALS

STEP 1	FUND ADVISER
Name of Fund Adviser	<input style="width: 90%;" type="text"/>
Address	<input style="width: 90%;" type="text"/>
	<input style="width: 90%;" type="text"/>
	<input style="width: 30%;" type="text"/> Post Code
Telephone	<input style="width: 50%;" type="text"/>
Fax	<input style="width: 50%;" type="text"/>
	Authorisation or licence under which the Fund Adviser is appointed to give investment advice (e.g. in the United Kingdom, specify self-regulatory organisation or recognised professional body of which a member).
Class of Membership	<input style="width: 50%;" type="text"/>
Reference Number	<input style="width: 50%;" type="text"/>
<p>With reference to my/our application dated <input style="width: 10%; text-align: center;" type="text"/> / <input style="width: 10%; text-align: center;" type="text"/> / <input style="width: 10%; text-align: center;" type="text"/> [or policy number (if known) <input style="width: 15%;" type="text"/>,                      I/we request the appointment of the above named to act on my/our behalf as Fund Adviser ("the Adviser") to the contract which my/our investment is to be linked and to comply fully with the investment objectives, policies and strategies of Scottish Mutual International's range of internal investment funds, subject to the terms and conditions set out below in step 2.</p> <p>I/We authorise and request Scottish Mutual International to enter into any formal agreements required by the Adviser to further this appointment provided such agreements are acceptable to Scottish Mutual International. I/We agree that Scottish Mutual International shall not be liable or responsible for:</p> <p>(a) any loss or expense suffered by the Owner(s) of or any person interested in this arrangement resulting whether directly or indirectly from the operation of this agreement including any advice given or investment or administration services rendered by the Adviser to Scottish Mutual International and/or the Owner(s) of the contract.</p> <p>(b) any other act or omission on the part of the Adviser giving rise to any reduction in the value of these products or loss or expense to the Owner(s) of or any person interested in it howsoever arising (including, but without limitation of the foregoing, failure to on the part of the Adviser to produce a reasonable investment return in relation to the arrangements made).</p> <p>I/We for myself/ourselves and my/our estate(s) agree to indemnify and keep indemnified Scottish Mutual International from and against:</p> <p>(i) any loss, expense (including any cost of enforcement), liability (including any tax liability), claim damages, demand or action which Scottish Mutual International incurs or suffers in respect of any loss, expense or liability detailed above, and</p> <p>(ii) all loss, expense or liability howsoever arising from or in respect of the activities and performance of the Adviser (including, but without limitation of the foregoing, the cost of defending in any court of law any such claim demand or action against Scottish Mutual International).</p>	

**STEP 1 (Continued)****FUND ADVISER**

However, these provisions shall not operate to exclude any liability of Scottish Mutual International or provide any right for Scottish Mutual International to be indemnified in respect of any contravention by it of any provisions of, or of any conduct of business rules applicable to it by virtue of, the Financial Services Act 1986 in the United Kingdom so far as such provisions and rules are applicable to Scottish Mutual International.

NOT FOR DISTRIBUTION IN THE USA OR CANADA

**STEP 2****DECLARATION**

I/We acknowledge that I/we have authorised the Adviser to give investment instructions (and services) to Scottish Mutual International relating to applicable contract or Scottish Mutual International products. Such permission by Scottish Mutual International shall not operate as a representation as to the likely performance of any particular asset.

- (a) The Adviser undertakes to maintain all such authorisations, licences and permits as are necessary to act as Adviser under the legislation and regulations currently in force in each country from which advice is given. Where the Adviser is carrying on investment business in the United Kingdom, the Adviser must be duly authorised and/or exempted as required under the Financial Services Act 1986 in the United Kingdom and act in compliance with all applicable conduct of business rules.
- (b) This appointment may be terminated by the Owner(s) of the contract, the Adviser or Scottish Mutual International at any time by anyone of them giving written notice to all other parties. No minimum period of notice or reasons are required. This agreement shall immediately terminate (without notice) on the death, bankruptcy, dissolution or insolvency of the Adviser or if the Adviser agrees any compensation with its creditors or if it becomes illegal for the Adviser to provide any of the services it has agreed to be provided pursuant to this agreement, provided that Scottish Mutual International shall not incur any liability in relying on the Adviser until it has notice of such termination where it is automatic as above.
- (c) Scottish Mutual International may reject advice given by the Adviser if, in the opinion of Scottish Mutual International, extreme or unusual circumstances apply. Scottish Mutual International need not provide reasons for any rejection for such advice and shall not be liable for any loss or expense suffered by the Owner(s) of the contract or any other interested party as the result of the rejection or non-rejection of the advice.
- (d) This agreement shall be governed by the laws of the Republic of Ireland.
- (e) I confirm I have received, read and understood all the relevant product disclosures.

Signature(s) of Owner(s)

Date

 /  / 

Signature of Fund Adviser

Date

 /  / 

Address for correspondence: Scottish Mutual International Limited, Styne House, Upper Hatch Street, Dublin Ireland. Telephone number (+353-1) 804 4000. Telephone calls may be recorded. Fax (+353-1) 804 4005. Website address: www.smi.ie

Scottish Mutual International Limited is authorised and regulated by the Central Bank of Ireland and is registered in Ireland (Company No. 242244). The company's registered office is 25-28 North Wall Quay, Dublin 1, Ireland. An up-to-date list of its directors, containing the particulars required by paragraphs (a), (b) and (c) of Section 196(1) of the Companies Act 1963, is available upon request from the company's registered office.

