

# Nomination of Investment Adviser Form

## Notes to help you

Please complete this form if you wish to:

- (a) request that Prudential International appoints a specific Investment Adviser in relation to the holdings to which your International Portfolio Bond ("Bond") is or will be linked, or
- (b) change your existing Investment Adviser Charge after an Investment Adviser has been appointed.

Please use black ink and write in CAPITAL LETTERS or tick as appropriate. Any corrections must be initialled – don't use correction fluid as this will invalidate your request.

Words and expressions used and not otherwise defined in this form will have the meanings ascribed to them in the Contract Conditions and Important Information Booklet.

## Part A – To be completed and signed by (each) Applicant/Policyholder only where you choose to nominate an Investment Adviser

Name of Investment Adviser:

Name of Investment Adviser Firm:

(must be registered as an Investment Adviser with the Company)

With Reference to my / our Bond Number

Or my/our application dated

D	D	M	M	Y	Y	Y	Y
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**A1:** I/We nominate the above named as Investment Adviser for the bond holdings to which my/our Bond is or will be linked, subject to the terms and conditions set out below. Any nomination request or subsequent appointment is subject to the terms and conditions outlined in the Contract Conditions and Important Information Booklet (in particular Part E).

I/We acknowledge that Prudential International reserves the right in its absolute discretion to refuse to accept the nomination of any Investment Adviser and to reject any recommendation given by the Investment Adviser.

**A2:** Unless Prudential International rejects this nomination, I/ We understand that the Investment Adviser will be appointed and will give its advice to Prudential International.

I/We acknowledge that Prudential International will be the client of the Investment Adviser under any appointment. Prudential International will appoint me/us as agent/agents of Prudential International to:

- provide investment objectives, preferences, or guidelines to the Investment Adviser;
- receive copies of the Investment Adviser's advice; and

- give instructions to the Investment Adviser in response to that advice, (in each case, on behalf of Prudential International and only in relation to the bond holdings to which my/our Bond is or will be linked).

I/We confirm that each investment instruction made by the Investment Adviser for the bond holdings to which my/our Bond is or will be linked, will be the result of prior discussions with me and in accordance with my agreement (in my/our role as agent/agents of Prudential International).

**A3:** I/We agree to inform Prudential International immediately if I/we wish to amend or cancel this nomination request. Please note, Prudential International will reject any nomination request if the nominated Investment Adviser is not registered with Prudential International.

I/We may request that Prudential International terminate this appointment. Please note that Prudential International will terminate the appointment of any Investment Adviser who does not maintain the necessary category of authorisation required by the Financial Services and Markets Act 2000 in the UK or, for advisers outside the UK, the equivalent overseas regulatory authority.

**Part A – To be completed and signed by (each) Applicant/Policyholder only where you choose to nominate an Investment Adviser – continued**

**A4:** I/We understand that the Investment Adviser Charge will be treated as a charge and not a withdrawal from my/our Bond. As a result, it will not be treated as a withdrawal in any chargeable event calculations.

**A5:** I/We understand that Prudential International will not be responsible for any loss or liability caused to the Bond resulting from advice given by or negligence of the above named Investment Adviser or for the investment return produced by the Bond.

I/We agree to reimburse Prudential International for any reasonable losses, irrespective of how they arise, suffered by Prudential International as a result of the operation of this appointment. This obligation to reimburse does not apply where the loss arises from the negligence, intentional breach, or fraud on the part of Prudential International.

**A6:** I/We understand that Prudential International will notify me/us if the appointment of the Investment Adviser is terminated for any reason, either at my/our request or for reasons outlined in Part B below.

**Confirmation of Investment Adviser Charge:**

**A7:** I/We understand that the Investment Adviser will charge Prudential International an ongoing fee for investment advice on the bond holdings to which my/our Bond is or will be linked.

I/We understand that Prudential International will apply an Investment Adviser Charge to my/our Bond to reflect these costs incurred by Prudential International (as outlined in B17 below). I/We agree that Prudential International will apply the Investment Adviser Charge by partially cashing in all of the policies of the Bond.

Investment Adviser Charge:

% p.a.

of the value of the bond holdings, or

a total annual monetary amount (charge deductions will be made in the bond currency):

£  p.a.

Frequency (select one option):

Monthly  Quarterly

Semi-Annually  Annually

I/We acknowledge that the costs incurred by Prudential International may include Value Added Tax (VAT) in respect of the fees it incurs and that this VAT will be accounted for as applicable. Any VAT so accounted for will be deducted from the Bond net of any VAT charge recoverable by Prudential International.

**Note:** the frequency of the Investment Adviser Charge must match the frequency of payment of any ongoing Adviser Charge on the Bond. If there is insufficient money in the cash account for the charge, Prudential International will use the same fund disinvestment instruction used to fund the payment of ongoing Adviser Charges, to deduct the charge. If there is no ongoing adviser charge instruction on your bond, please complete the section below:

Please specify the funds which will be used to fund the Investment Adviser Charge (this instruction will be used if there is insufficient money in your cash account for the payment):

A) Proportionally across all funds

OR

B) From specific funds

If B then:

In what ratios do you want to sell assets for your Investment Adviser Charge? (please complete the table below using two decimal points):

Fund Name	Percentage (%)

Please note that the total amount in the table must equal 100%. If you want to pay your Investment Adviser Charge from more funds than the table above allows, please photocopy this page, complete the photocopied page and send it with this application.

**Charging Limits**

Prudential International have limits which set out the maximum level of ongoing Adviser Charges and Investment Adviser Charges that can be paid in relation to your Bond. :

The maximum payable for both charges is 1% of the value of the bond holdings p.a.

**Please Note:** Investment Adviser Charges will be deducted from your Bond on each Charge Date, following the date they start to apply to the Bond.

**Part A – To be completed and signed by (each) Applicant/Policyholder only where you choose to nominate an Investment Adviser – continued**

Signature of owner(s) or Authorised Signatory

Date

D	D	M	M	Y	Y	Y	Y
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Signature of owner(s) or Authorised Signatory

Date

D	D	M	M	Y	Y	Y	Y
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Signature of owner(s) or Authorised Signatory

Date

D	D	M	M	Y	Y	Y	Y
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Signature of owner(s) or Authorised Signatory

Date

D	D	M	M	Y	Y	Y	Y
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If there are additional applicants, please photocopy this form, complete, and send in with this application.

**Part B – To be completed by the Investment Adviser Only**

The Investment Adviser may make investment recommendations for the purchase or sale of the assets that make up the bond holdings under this appointed investment advice agreement ("IA Agreement") subject to the following:

**B1:** Unless Prudential International rejects the nomination in Part A, the Investment Adviser will be appointed and will give its advice to Prudential International or to the Applicants/Policyholders (listed above) in their role as agent/agents of Prudential International.

The Investment Adviser confirms that this IA agreement is a new and separate arrangement from any prior or existing agreement entered into between the Applicants/Policyholders and the Investment Adviser.

The advice to be given by the Investment Adviser will be provided on an ongoing basis and will be restricted to the potential bond holdings to which the Bond is/or will be linked. The Investment Adviser undertakes to provide advice in line with good industry practice.

Prudential International authorises the Applicants/Policyholders to act as its agent/agents to provide investment objectives, preferences or guidelines to the Investment Adviser. Such investment objectives, preferences or guidelines provided by the Applicants/Policyholders should be regarded as those of Prudential International.

Prudential International authorises the Applicants/Policyholders to receive the investment advice and give instructions to the Investment Adviser in response to that advice.

**B2:** In the UK, the Investment Adviser agrees to classify Prudential International as a retail client in line with the FCA Conduct of Business Sourcebook 3.7.

**B3:** The Investment Adviser confirms their company does not operate a branch providing investment advice services in Ireland.

**B4:** The Investment Adviser undertakes to carry out a suitability assessment so as to be able to act in Prudential International's best interest. The Investment Adviser agrees to provide a suitability report along with any new or updated investment advice, outlining how its recommendation meets the investment preferences and objectives outlined in B1.

All assets recommended will be selected from pooled funds specifically agreed by Prudential International as being eligible to be purchased for the Bond. The list of available funds may be updated from time to time. Prudential International's own internal funds are also available for recommendation.

**B5:** All assets purchased by Prudential International as a result of recommendations given by the Investment Adviser will be purchased at the open market buying price as shown on the contract note issued by the seller or stockbroker.

**B6:** All deals must be placed by Prudential International and all assets of the Bond will belong to Prudential International and will be registered in the name of Prudential International or its custodian or nominees.

**B7:** Prudential International reserves the right to accept or reject recommendations given by the Investment Adviser in its absolute discretion.

**B8:** The Investment Adviser must maintain such authorisation as is necessary to act as an Investment Adviser and, in particular, the Investment Adviser must have the necessary category of authorisation, including the appropriate customer types required by the Financial Services and Markets Act 2000 in the UK or, for advisers outside the UK, the equivalent overseas regulatory authority.

**B9:** The Investment Adviser, in providing investment advice services under this IA Agreement, accepts responsibility for any and all loss to Prudential International to the extent that such loss is due to its negligence, willful default, fraud or breach of the Investment Adviser's obligations under this IA Agreement.

## Part B – To be completed by the Investment Adviser Only – continued

**B10:** This IA agreement may be terminated by either Prudential International or the Investment Adviser by giving 30 days written notice of termination to the other party. The IA Agreement will immediately terminate if the other party commits a material breach of this IA Agreement and that breach (if capable of remedy) continues for 30 days (or such longer period as may be agreed) after notice in writing, specifying the breach and requiring the same to be remedied, has been given to the other party. The IA agreement will immediately terminate on the notification of the death, bankruptcy, dissolution or insolvency of the Investment Adviser or any composition with creditors, or if it becomes illegal for the Investment Adviser to continue to act in this capacity (including but not limited to failure to meet the requirements in Paragraph B8 above).

Prudential International will notify the Policyholder if such a termination occurs. Termination of this appointment will terminate all ongoing fees being charged by the Investment Adviser to Prudential International for investment advice on the Bond.

**B11:** Any notice given hereunder will be in writing and may be delivered by hand, or sent by email or by pre-paid post to the registered office or principal place of business for the time being of the party to whom it is addressed or to such other address as may from time to time be notified. A notice will be deemed as received by the addressee at the time and date of transmission if received by email at or before 17:30 hours on any business day and otherwise at 09:30 on the next business day.

The current contact details for the transmission of notices for the Investment Adviser are set out at the end of this IA Agreement. Prudential International's contact details are:

- Authorised Contact:  
**Prudential International Assurance plc**
- Registered Address:  
**Prudential International Assurance Plc  
Fitzwilliam Court  
Leeson Court  
Dublin 2  
Ireland D02 YW24.**

**B12:** The terms upon which the Investment Adviser provides the investment advice service to Prudential International will not be amended unless such amendment is expressly and mutually agreed in writing by both Prudential International and the Investment Adviser.

**B13:** The Investment Adviser maintains a complaints policy, which is available to Prudential International on request. Prudential International may raise any complaints relating to the investment advice service provided by the Investment Adviser to the Investment Adviser's Compliance Officer at the Investment Adviser's registered office or principal place of business or at such other address as the Investment Adviser may specify.

**B14:** The Investment Adviser and Prudential International undertake to each other that they will not disclose information of a confidential nature as a result of this arrangement between the Investment Adviser and Prudential International, except for information which either party may be entitled or bound to disclose by applicable legal or regulatory requirements, or which is disclosed to its auditors or other professional advisers where reasonably necessary.

**B15:** The Investment Adviser will immediately notify Prudential International of any conflicts of interest relevant to this arrangement, which it is unable to manage effectively.

**B16:** This IA Agreement will be subject to and interpreted in accordance with the laws of England and Wales.

Confirmation of fees for investment advice services:

**B17:** The Investment Adviser confirms that any fees charged to Prudential International under this IA Agreement are solely in respect of investment advice provided to Prudential International on the bond holdings for the Bond/Application listed above. The Investment Adviser confirms that they will not accept any other fee or commission in connection with this investment advice.

The fee amount should be included exclusive of any VAT. The agreed fees are:

% p.a.

of the value of the bond holdings, or

a total annual monetary amount of:

£  p.a.

The Investment Adviser agrees that the ongoing fee outlined above is payable at each payment date only on the basis that the bond holdings covered by this advice agreement are liquid, realisable and of sufficient value at the date of payment. If this is not the case, the ongoing fee is not paid.

## Part B – To be completed by the Investment Adviser Only – continued

Full name of Investment Adviser

Investment Adviser Firm

Registered address (in the case of Company)

Firm Reference Number (as per FCA register)

Telephone number

Email address

Please confirm you have the authorisation for Professional Customer Types under the following FCA Investment Permissions<sup>1</sup>:

1. Advising on investment (except on Pension Transfers & Pension Opt Outs)    Yes     No
2. Arranging (bringing about) deals in investments    Yes     No

### Signed on behalf of Investment Adviser

Full Name of Authorised Signatory

Position/Title

Signature of owner(s) or Authorised Signatory

Date

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### Notes

<sup>1</sup> To check FCA Investment permissions and customer types please search the FCA register.

[www.pru.co.uk/international](http://www.pru.co.uk/international)

The registered office of Prudential International is in Ireland at Fitzwilliam Court, Leeson Cl, Dublin 2, D02 YW24. Prudential International is a marketing name of Prudential International Assurance plc, a life assurance company operating from Ireland. Registration No. 209956. Prudential International Assurance plc is authorised and regulated by the Central Bank of Ireland and in the context of its UK regulated activities only, is authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Prudential International is part of the same corporate group as The Prudential Assurance Company Limited. Both The Prudential Assurance Company Limited and Prudential International are direct and indirect subsidiaries respectively of M&G plc, a company incorporated in the United Kingdom. The Prudential Assurance Company Limited is not affiliated in any manner with Prudential Financial, Inc, a company whose principal place of business is in the United States of America or Prudential plc, an international group incorporated in the United Kingdom.