

CLIENT AGREEMENT

UTMOST INTERNATIONAL TRUSTEE SOLUTIONS LIMITED



For use with trusts incorporating a settlor's investment direction
(Including terms of business, current fee scales and client money information sheet)

IMPORTANT NOTES

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

Paper completion Please complete this form using blue or 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. Do not use correction fluid.

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.

Once complete, return the completed form, the appointment fee, and partially completed Trust Deed to Utmost International Trustee Solutions Limited, PO Box 142, King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 3DJ, British Isles.

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

Throughout this form:

'The Trustee', 'we', 'us' or 'our' refers to Utmost International Trustee Solutions Limited.

'I', 'me' or 'you' refers to you the applicant or both applicants in the case of joint applications.

The 'policy provider' refers to the company issuing your policy/contract which is a separate legal entity from the Trustee.

We recommend that you obtain independent legal, tax and other financial advice prior to entering into this Client Agreement or setting up a trust with us and thereafter to keep such advice up to date by periodic review. It is your responsibility to obtain independent advice on the suitability of any trust or service offered by us or of the trust assets. We do not provide tax or financial advice and we do not accept any responsibility or liability for any loss or damage suffered by you as a result of you establishing a trust with us or using any of our services. You must comply with all legal and taxation obligations applicable to you under the laws of the jurisdiction in which you are resident/ domiciled or any other relevant jurisdiction including, without limitation, the submission of periodic returns to any tax or governmental authority in relation to the trust (if applicable).

The terms of business stated below apply from 1 October 2017 with the Utmost International Trustee Solutions Limited. You should read this agreement carefully and retain a copy of it for future reference. It sets out important information about Utmost International Trustee Solutions Limited and together with the trust document and fee scale, represent the terms of the contract between you and Utmost International Trustee Solutions Limited. When you sign the application form, you accept and agree to be bound by these terms which may be amended, supplemented or varied from time to time by Utmost International Trustee Solutions Limited.

TAXATION INFORMATION

Under Automatic Exchange of Information (AEOI) regulations, Utmost International is required to obtain information about an applicant's tax status. To enable us to comply with these regulations, when submitting this application form you must also submit the **Tax declaration and self-certification (for individual investors)** or **Tax Declaration and Self-Certification for trusts**. Completion and submission of a self-certification is mandatory and failure to provide one could result in your Portfolio being reported under AEOI by default. If any of the information contained in the self-certification changes, please advise Utmost International promptly so we can determine if a new self-certification is required.

FRENCH CONNECTION

Utmost International Trustee Solutions Limited is unable to accept requests to be trustee where you, the settlor(s), the protector or any named beneficiaries are resident or likely to be resident in France during the life of the trust. If we receive notification of an address change to a French residence we will contact you to arrange our retirement and appointment of a new trustee. In France there is a requirement to report trusts and events such as distributions (a report is required on each distribution). We have appointed a third party to do this on our behalf during the period we are trustees and the cost of the reporting will be deducted from the trust fund. See the latest fee schedule for the costs.

D APPOINTMENT DETAILS - INVESTMENT DIRECTOR

Contact person

Appointed individual (if relevant)

Where this box is completed, it will be the individual and not the company that will be appointed. If this is blank then the company will be considered as appointed.

Company name

Full address

Postcode	Country
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Telephone number including area code

Fax number including area code

E-mail address

Utmost International financial adviser account number (if any)

In return for the investment services, please consider paying the following:

Amount to be paid

% each year of the value of the trust fund to be taken at the end of the previous quarter.

The payment of the fee will be a withdrawal from the bond. In the UK this may lead to an income tax liability.

CUSTODIAN

Where it is appropriate to appoint a custodian to hold assets on behalf of the trustees, I/we would ask Utmost International Trustee Solutions Limited to consider using the following custodian:

Custodian name

Address of Custodian

Postcode	Country
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Contact name

Contact telephone including area code

In return for their custodian services, please consider paying the following fees to them from the trust fund:

Amount to be paid % each year

Currency £ US\$ € HK\$ Other currency (please state)

E FACT FIND

Utmost International Trustee Solutions Limited will use the information you provide in this client agreement to complete the appropriate UK HM Revenue & Customs (HMRC) forms in relation to your trust. We may require further information and will write to you in the future to obtain this.

If you are not resident in any country for tax purposes, please tick here.

First settlor

Second settlor (if any)

1a. Are you UK domiciled or deemed UK domicile?

Definition of UK domicile can be found on HM Revenue & Customs (HMRC) website: www.hmrc.gov.uk
 (If the answer is No, please do not complete 2-5 below)

First settlor	Second settlor (if any)
Yes No	Yes No

1b. If you answered yes to 1a. what is your country of domicile?

For example England, Scotland, Wales, Ireland

First settlor	Second settlor (if any)
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>

2. Did you acquire a UK domicile by being born in the UK?

First settlor	Second settlor (if any)
Yes No	Yes No

3. Have you made any previous chargeable lifetime transfers (CLTs) in the last seven years?

If Yes, please provide details below

First settlor	Second settlor (if any)
Yes No	Yes No

FIRST SETTLOR

DATE OF TRANSFER	AMOUNT OF TRANSFER	DETAILS OF TRANSFER

SECOND SETTLOR (IF ANY)

DATE OF TRANSFER	AMOUNT OF TRANSFER	DETAILS OF TRANSFER

4. Have you made any previous potentially exempt transfers (PETs) in the last seven years?

If Yes, please provide details below

First settlor	Second settlor (if any)
Yes No	Yes No

FIRST SETTLOR

DATE OF TRANSFER	AMOUNT OF TRANSFER	DETAILS OF TRANSFER

SECOND SETTLOR (IF ANY)

DATE OF TRANSFER	AMOUNT OF TRANSFER	DETAILS OF TRANSFER

5. Has either settlor made any other Settlements on the same day as this Settlement or added to another Settlement on the same day as this Settlement? Yes No

If yes, please confirm the total of all the Settlements made by each settlor on the same day as this Settlement at the date on which they were set up or Settlements which have been added to on the same day.

Settlor 1	SETTLEMENT NAME	IHT REF	CONTRIBUTIONS MADE

Settlor 2

SETTLEMENT NAME	IHT REF	CONTRIBUTIONS MADE

F SETTLORE AGREEMENT OF FEES

I/We confirm that I/we have read and understood the **Utmost International Trustee Solutions Limited Charges Schedule**, which has been provided to me separately by my adviser.

I/We understand that:

- › Utmost International Trustee Solutions Limited fees are reviewed on an annual basis with any amendment normally applying from 1 January each year without notice.
- › The new Fee Scale will be available on request from your financial adviser or Utmost International Trustee Solutions Limited at the address at the bottom of this form.
 - a. When reviewing the charge, Utmost International Trustee Solutions Limited will consider any change year-on-year to the rate of Isle of Man inflation since the last amendment to the charge and any changes to the level of the administration expenses incurred by Utmost International Trustee Solutions Limited administering the trust and which are reasonable in amount and reasonably incurred.
 - b. In exceptional circumstances, we may consider that it is appropriate to review the charge immediately, taking account of the facts above.
- › Utmost International Trustee Solutions Limited will charge additional fees and the basis for such a charge will be a time cost basis as specified above.
- › Any fees due will be deducted from the Trust Fund (the bond) by way of part surrender across all policies. Where requests or trust activities require significant additional time and resource to be expended in carrying out the trustee service, additional fees will also be charged on a time cost basis. This includes the fees for any external advice which may need to be sought for a specific trust case.
- › The deduction of Utmost International Trustee Solutions Limited fees is classed as a withdrawal from the policy and I/we understand that I/we should take relevant tax advice where necessary.
- › **Any money paid into Utmost International Trustee Solutions Limited client account will be held in a non-interest bearing account pending investment by the trustees.**

G PAYMENT DETAILS - FOR LOAN TRUSTS ONLY

You can pay your loan either by cheque or electronic bank transfer.

If you wish to pay your loan by cheque (please note cheque payments in currencies other than pounds sterling (£) may take longer to clear and some non-UK banks may apply charges), please enclose it with this client agreement and your Utmost International Trustee Solutions Limited application form. **Cheques should be made payable to: Utmost International Trustee Solutions Limited - Client Money Account.**

If you wish to transfer the loan electronically, please enclose a copy of receipt of your electronic payment with this client agreement and your Utmost International Trustee Solutions Limited application or use Utmost International Trustee Solutions Limited Bank Instruction Letter. For electronic banking details, please see below.

BANKING DETAIL

STERLING PAYMENTS		STERLING PAYMENTS (SWIFT PAYMENTS)	
From UK banks (CHAPS ¹ payments)		From non-UK banks (SWIFT ² payments)	
Sort code: 56-00-68		SWIFT Code:	NWBKGB2L
Bank:	National Westminster Bank, London, Southampton High Street Branch	Bank:	National Westminster Bank, London
Beneficiary:	Utmost International Trustee Solutions Limited - Client Money Account	Beneficiary:	Utmost International Trustee Solutions Limited - Client Money Account
Account number:	37534726	IBAN ³ :	GB33 NWBK 560068 37534726

OTHER CURRENCY PAYMENTS (SWIFT PAYMENTS)

Payments should be made to Utmost International Trustee Solutions Limited client accounts held with National Westminster Bank, London

SWIFT code:	NWBKGB2L
Bank:	National Westminster Bank, London
Branch:	National Westminster Bank, Manchester
Beneficiary:	Utmost International Trustee Solutions Limited - Client Money Account
IBAN:	(select as applicable, see below)
1. US Dollar	IBAN - GB49 NWBK 607301 57071500
2. EURO	IBAN - GB65 NWBK 607202 57073120
3. Hong Kong Dollar	IBAN - GB36 NWBK 607301 40515192

IMPORTANT:

- › Please make sure that the settlor's name and/or bond number (if reserved) is/are quoted in the payment field, referred to by the bank as SWIFT field 70, on the electronic bank transfer form to ensure that correct details are sent to: Utmost International Trustee Solutions Limited - Client Money Account.
- › Please note that when sending payments electronically spaces should be excluded from the IBAN numbers.
- › All bank charges, such as telegraphic transfer charges, are the responsibility of the settlor, not Utmost International Trustee Solutions Limited.

H CLIENT MONEY INFORMATION

What is a client bank account?

A client bank account is a bank account held by, and in the name of, Utmost International Trustee Solutions Limited ('us' or 'we') in which we will hold your money on trust for you while it remains in the account. All money held in a client bank account is referred to as client money. A client bank account is specially created by us for the purpose of holding your money and the money of other clients. The client bank account is segregated from any other bank account in our name holding money which is our money.

All client bank accounts are held at recognised banks. A recognised bank is a bank which holds a licence issued by the Isle of Man Financial Services Authority (FSA) for deposit taking or is authorised under the law of another acceptable country or territory to carry on activities corresponding to deposit taking (see rule 3.2 of the FSA's Financial Services Rule Book 2016 <https://www.iomfsa.im/media/1470/financialservicesrulebook20131.pdf> for the full definition). In relation to fiduciary services, please note that an account held in the name of your company, or as trustee of your trust, is not a client bank account. It is mandated to your company or the trustee of your trust and the company or the trustee is the legal owner of the money held in that account. As the money in these accounts is not classed as client money, the details relating to pooling of money in client bank accounts (as detailed below) do not apply.

¹ CHAPS is an electronic bank-to-bank same day value payment made in the UK for sterling (£) only.

² SWIFT is an acronym for Society for Worldwide Interbank Financial Telecommunications.

³ IBAN stands for international bank account number and is always used in conjunction with a bank identifier code (BIC).

General client bank account

A general client bank account usually holds money of several clients. The money may be held at one bank or the money may be in multiple bank accounts spread across several banks.

In the event of a default of a bank where we have a general client bank account, client monies held in all of our general client bank accounts will be pooled (even if money is held in more than one general client bank account and the accounts are held in more than one bank). In this situation, each client who has money in the general client bank account will lose an equal proportion of their money, whether or not the bank that your client money is held with is in default. This loss will be adjusted by any compensation arrangements in place.

I GENERAL INFORMATION

TERMINATION OF SERVICES

Utmost International Trustee Solutions Limited provides a professional trustee service.

Utmost International Trustee Solutions Limited has the right to end this agreement and cease providing the services set out. In this situation Utmost International Trustee Solutions Limited will notify you, the settlor(s) of its intention to formally resign as trustee and will take appropriate and necessary steps to facilitate the transfer of the arrangements to another person(s) who is/are to act as trustee(s) for the trust. There will be no refund of annual fees.

REMUNERATION

Utmost International Trustee Solutions Limited does not receive remuneration from third parties in connection with a transaction effected by Utmost International Trustee Solutions Limited with or for the client.

J SETTLOR DECLARATIONS

ADVICE

I/We confirm that I/we have taken independent tax and legal advice and understand that Utmost International Trustee Solutions Limited does not offer such advice and acts solely in the capacity of a fiduciary (i.e., it is entrusted with exercising rights and powers for the benefit of another person).

GENERAL

I/We confirm that I/we have read and understood this client agreement, the marketing literature, trust deed and in particular the trustee exclusion clauses contained within the deed. I/We understand the nature of the contract and that it meets with my/our requirements.

FOR LOAN TRUSTS ONLY

Utmost International Trustee Solutions Limited would draw your attention to the trustee exemption clause in the Second Schedule: Administrative Provisions Paragraph 10 clause 4 in the Discretionary Loan Trust Deed or the Third Schedule: Administration provisions Paragraph 10 clause 4 in the Bare Loan Trust Deed. This Provision provides that no trustee will be personally liable for any act by them in that capacity unless they are guilty of fraud. Where a professional trustee (such as Utmost International Trustee Solutions Limited) is appointed then the Trustee is also liable if they are negligent.

Section 3 (3) of the deed provides that the lower of the outstanding loan or the value of the trust fund is payable if full repayment of the loan is requested. This may be less than the full amount of the loan to the trustees.

By signing this agreement, I/we confirm that I/we understand and accept these trustee exemption clauses and their effects.

Although I/we know that I/we cannot influence the discretion of the trustees in any way, I/we would ask Utmost International Trustee Solutions Limited to consider the enclosed application for a Utmost International Bond as a suitable investment vehicle for this loan trust.

I/We confirm that no investment will be made into a Utmost International Bond unless Utmost International Trustee Solutions Limited sign and date the application and submit this to Utmost International Isle of Man Limited or Utmost PanEurope dac. I/ We understand that Utmost International Trustee Solutions Limited will not consider this until they are in receipt of the Loan Trust Deed, a cheque or a copy of the electronic bank transfer payment for the loan amount, the completed application form and any other information requested.

DECLARATION BY THE SETTLOR(S)

I/We understand that the payment of any fee will be taken as a withdrawal from the policy; and where I am/we are a UK tax resident the withdrawal may have tax consequences. I/We confirm that I/we have sought tax advice regarding this.

INVESTMENT DIRECTION

Utmost International Trustee Solutions Limited does not provide investment advice. Any investment transactions to which it is party will not involve the giving of investment advice. I/We acknowledge the need to take investment advice as may be required from parties other than Utmost International Trustee Solutions Limited.

I/We confirm that all investment directions, for example buying and selling assets, must be sent to the trustees before being made unless the trustees delegate their rights of giving instructions for the selection of the assets.

The trustees, acting in good faith, are under no duty to consider whether any investment direction is prudent or appropriate and no trustee, acting in good faith, is liable for any losses arising from complying with investment directions.

The limitations on the trustees' liabilities and duties (as detailed in the Trust Deed) extend to complying with instructions that are given to the trustees purportedly as Investment Directions but are not validly made as Investment Directions owing to facts outside the actual knowledge of any of the trustees whom it is sought to make liable.

I/We agree and understand that if at any time there is no Investment Director appointed, the I/We remain liable and responsible for all investment decisions in relation to the trust.

CHARGEABLE LIFETIME TRANSFERS

I/We confirm that the amount paid to Utmost International Trustee Solutions Limited is net of any inheritance tax due.

I/We confirm that any payments to beneficiaries will be gross, any tax due will be deducted from the trust fund.

I/We understand that as Non-UK resident Trustees, Utmost International Trustee Solutions Limited have to comply with reporting requirements in relation to UK IHT.

I/We understand that Trust Company will request that Utmost International deduct any tax due from the trust fund by partial surrender across all policies. This may lead to either an income tax charge assessable on me as the settlor(s) or UK resident beneficiaries, or a reduced 5% tax deferred allowance. I/We will speak to my/our financial adviser for details on whether this affects my/our individual circumstances.

S218

I/We consent to Utmost International Trustee Solutions Limited completing HMRC S218 notice (offshore trust declaration) and delivery of such notice to HMRC.

NON-UK REPORTING

I/We have read and understood that; Utmost International Trustee Solutions Limited will look to retire as trustees as soon as is practical where there is a requirement on the trustees to report in a jurisdiction other than the UK or Isle of Man. Any cost for reporting prior to retirement will be deducted against the trust fund.

	First settlor	Second settlor (if any)																
SIGNATURE	<div style="border: 1px solid black; height: 50px; width: 100%;"></div>	<div style="border: 1px solid black; height: 50px; width: 100%;"></div>																
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d	d	m	m	y	y	y	y											

A WEALTH *of* DIFFERENCE

www.utmmostinternational.com

Calls may be monitored and recorded for training purposes and to avoid misunderstandings.

Utmost International Trustee Solutions Limited is registered in the Isle of Man under number 137986C. Registered Office: King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles. Licensed by the Isle of Man Financial Services Authority.

Utmost Wealth Solutions and Utmost International Trustee Solutions are registered in the Isle of Man as business names of Utmost International Trustee Solutions Limited.

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