# DECLARATION OF TRUST JOINT SETTLORS



# RETAINED INTEREST TRUST

#### NOTES

#### 1. Additional Trustees

It is important that the Settlor should appoint Additional Trustees for the following reasons:

- a. Any policy proceeds arising on the death of a Settlor can be paid out promptly, without the need to await a grant of representation being issued to the deceased Settlor's legal personal representatives, providing there is a surviving Trustee to whom the proceeds can be paid.
- b. Some of the powers exercisable by Trustees can only be exercised where there are at least two Trustees, including an Independent Trustee (see note 2. below).

# 2. Independent Trustee - Trustee powers

At least one of the Additional Trustees should be an Independent Trustee, this is someone who is not the Settlor and is not a Beneficiary. The following Trustee powers (in section 7 of the Trust) can only be exercised where there are at least two Trustees, including an Independent Trustee:

- a. the power of appointment (Part 2, Paragraph A), granting the Trustees power to vary the Beneficiaries' shares in the fund
- b. the exclusionary powers (Part 3), granting the Trustees the power to exclude a person from being a Beneficiary
- c. the power to revoke, vary or add administrative powers (Part 4 D)
- d. the power to release or restrict the future use of any power (Part 4 E)
- e. the power to discharge a missing Trustee (Part 8 D).

# 3. Appointment of Additional Trustees

Additional Trustees can be appointed in this Declaration of Trust or by a separate deed after the Trust commences.

# 4. Signature, witness and other requirements

The deed should be signed by:

- a. the Settlor; and
- b. the Additional Trustees (if any).

Normally, a deed should be executed in accordance with the law of the signatories' country of domicile.

In England and Wales only one witness is required, provided the witness is present when each individual signs.

In Scotland two witnesses are required.

Where a corporate Trustee is a party to a deed, the corporate Trustee should execute the deed in accordance with the laws of its place of incorporation and its constitutional documents. Where necessary the company's common seal should be affixed.

#### 5. Utmost International

You should submit this deed to Utmost International, so that the Trust and the identity of the Trustees can be noted in Utmost International's records.

# 6. Legal Advice

Utmost International cannot advise on legal or financial matters. You should therefore consult your legal and financial advisers to ensure that this form is suitable for what you require.

#### INTRODUCTION

This draft document is provided for consideration only and should be used only with legal advice to ensure any trust is suitable for you, especially having regard to the terms of your will.

This Deed of Assignment and Declaration of Trust is made on the Declaration Date by the Settlor of one part and the Settlor together with the Additional Trustees (if any) of the other part and sections 1 to 7 inclusive shall comprise this Deed of Assignment and Declaration of Trust. When completing this form, please use BLOCK CAPITALS and blue or black ink only and complete all relevant sections. Please do not use correction fluid; any amendments should be crossed out and initialled. Any incomplete information will need to be confirmed in writing by the clients once Utmost International has received the application.

1 DECLARATION DATE	: - THE SETTLOR(S) - THE ADDITIO	NAL TRUSTEE(S)	
Declaration Date		N/L 11(0)	
THE SETTLOR(S)			
1. Forename(s)			
Surname			
Address			
	Country	Postcode	
2. Forename(s)	Country	1 Ostobe	
Surname			
Address			
	Country	Postcode	
THE ADDITIONAL TRUST	TEE(S) (IF ANY)		
3. Forename(s)			
Surname			
Address			
	Country	Postcode	
4. Forename(s)			
Surname			
Address			
	Country	Postcode	

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# DECLARATION OF TRUST - JOINT SETTLORS RETAINED INTEREST TRUST

5. Forename(s)		
Surname		
Address		
	Country	Postcode
INDEPENDENT TRUSTEE	(SEE NOTES 1 AND 2)	
	he Additional Trustee(s) shown in the box(es) ent Trustee category as defined in Section 6.	
2 THE CONTRACT		
Details of the Existing Contract - 1	to be completed by the Settlors.	
Insurer	Utmost International Isle of Man Limited (U	tmost International)
Type of Contract		
Number of policies comprising the Contract		
Policy number(s)		
Other relevant information (if any)		
Notice of Assignment (to be com	pleted by Utmost International)	
	owledges receipt of this document and confir re have been noted in Utmost International's re	
SIGNATURE	Authorised Utmost International official	Utmost International's office stamp
SIGNATURE		
Signatory's full name and		
Official capacity  Date  d d m m y y y y y		

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3 THE SETTLORS' PAR	T - THE INITIAL F	PERCENTAGE				
Box 1 - The Settlors' Part						
Percentage of the Trust Fund						%
4 THE GIFTED PART - 1	THE BENEFICIAR	IES				
Box A - the Possible Beneficiaries	•					
1. Any child of the Settlors						
2. Any spouse of any child of th	ie Settlors					
3. Any grandchild of the Settlor	'S					
4. Any spouse of any grandchil	d of the Settlors					
5. Any past, present or future sp	oouse of the Settlors					
6. Any person or charity other t	han the Settlors nomi	nated as a Possible Be	neficiary i	n a deed exe	cuted by the	Settlors
7. Any of the persons shown in	Box B below.					
Box B - the Immediate Beneficia	ries					
FULL NAME(S)						SHARE
· /						%
						%
						%
						%
						%
						%
						100 %
Exclusion of the Settlor and Isle of	of Man Residents (to b	ne signed by the Settle	ors)			
The Settlors hereby confirm:	, man nosidents (to .	so signou by the settle	,			
a. the Settlors shall be Excluded	Persons in relation to	the Gifted Part, in acco	ordance w	ith the provis	sions in part <sup>o</sup>	9 of Section 7
b. any person resident on the Isl provisions in Part 10 of Sectio	e of Man shall be an E			•	•	
c. the Settlors and each Immedia	ate Beneficiary is resic	dent outside of the Isle	of Man.			
	Settlors		Settle	ors		
SIGNATURE						

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# 5 DECLARATION OF TRUST BY THE SETTLORS

The Settlors named in Section 1 hereby declare as follows:

- 1. We are the legal and beneficial owner of the Contract shown in Section 2 and wish to constitute ourselves Trustee of the Contract for the benefit of the Beneficiaries.
- 2. We accordingly hereby assign all right, title and interest in the Contract to ourselves and the Additional Trustees (if any) as Trustees to hold the Contract and the full benefit of the Contract and any other property which from time to time be comprised in the Trust Fund upon the trusts and subject to the powers and provisions set out in section 7.
- 3. The trusts hereby declared by us shall be IRREVOCABLE from the Declaration Date.
- 4. We hereby request Utmost International to complete the box marked 'Notice of Assignment' in Section 2 upon receipt of the Declaration of Trust.

# 6 DEFINITIONS

In this Declaration of Trust, unless the context otherwise requires or provides, the masculine shall include the feminine and the singular the plural, and vice versa. The following expressions shall have the meanings stated below:

Additional Trustees means the person or persons shown in the box marked 'The Additional Trustees' in section 1.

Amount Withdrawn means the amount by which the contract value is reduced by reason of a Withdrawal.

**Beneficiary** means any person who is a 'Possible Beneficiary' and/or Immediate Beneficiary.

**Contact** means the one or more life assurance policies shown in Section 2.

**Contract Value** means the aggregate total surrender value of the Contract.

**Declaration Date** means the date shown in the box marked 'Declaration Date' in Section 1.

**Excluded Person** means any person who is excluded from being a Beneficiary in relation to the Trust Fund.

**Fiduciary** means a person who is entrusted with exercising rights and powers for the benefit of another

person. A Fiduciary must not put their personal interests before their duty; however they may

also be a Beneficiary.

Fund Adviser means, in relation to a unit-linked Trust Policy or a Trust Policy linked to investments selected by a

person other than the issuer of the policy, the person for the time being appointed for selecting

or varying the funds or investments to which the Trust Policy is linked.

**Immediate Beneficiary** means any person shown in Box B in section 4.

**Independent Trustee** means a Trustee who is not one of the Settlors or a Beneficiary.

Possible Beneficiary means any person shown in box A in section 4, including any person nominated as a 'Possible

Beneficiary' after the Declaration Date but excluding any person who is or becomes a person in

the Excluded Person class.

**Settlor** means a person shown in the box marked 'The Settlor(s)' in Section 1.

**The Absolute Owner** means the Settlors whilst both are alive and thereafter the survivor of them.

The Gifted Part means the Trust Fund except to the extent of the percentage share which is for the time being

the Settlor's Part.

**The Settlor's Part** means the percentage share of the Trust Fund shown in Box 1 in Section 3 as reduced from time

to time in accordance with the provisions in Section 7 Part 1B.

Trustees means the Settlors and/or the person or persons appointed for the time being to act as Trustees

of the Trust Fund.

**Trust Fund** means the Contract, the full benefit of the Contract, all property at any time held by the Trustees

upon the trust declared by this Declaration of Trust whether by way of further settlement

accumulation of income capital accretion or otherwise and all property representing the foregoing.

**Trust Period** means the period commencing on the Declaration Date and expiring 150 years thereafter.

**Trust Policy** means any life assurance policy for the time being held by the Trustees as an asset of the

Trust Fund.

Withdrawal means a payment of proceeds in accordance with Section 7 Part 1 B from any Trust Policy to or at

the direction of the Trustees.

Withdrawal Date means the date upon which the contract value is reduced by reason of a Withdrawal.

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# THE TRUST PROVISIONS

#### PART 1: THE SETTLOR'S PART

- A. The Settlor's Part and the income thereof shall be held for the benefit of the Absolute Owner absolutely and indefeasibly.
- B. The following provisions shall apply whilst any part of the Trust Fund remains subject to the trusts declared in this Part 1:
  - 1. Further property shall not be added to the Trust Fund by way of addition to the settlement.
  - 2. Each Withdrawal shall be paid or applied to or for the benefit of the Absolute Owner as an advancement of capital from the Trust Fund in or towards satisfaction of the Absolute Owner's entitlement to the Settlor's Part.
  - 3. Where the Amount Withdrawn exceeds the value of the Settlor's Part on the Withdrawal Date an amount equal to the value of the Settlor's Part shall be paid or applied as an advancement of capital in full satisfaction of the Absolute Owner's entitlement to the Settlor's Part so that following the advancement the whole of the Trust Fund (including the residual part of the Withdrawal not so advanced) shall be subject to the trusts declared in Part 2.
  - 4. Where the Amount Withdrawn is equal to the value of the Settlor's Part on the Withdrawal Date the whole of the Withdrawal shall be paid or applied as an advancement of capital in full satisfaction of the Absolute Owner's entitlement to the Settlor's Part so that following the advancement the whole of the Trust Fund shall be subject to the trusts declared in Part 2.
  - 5. Where the Amount Withdrawn is less than the value of the Settlor's Part on the Withdrawal Date the whole of the Withdrawal shall be paid or applied as an advancement of capital towards satisfaction of the Absolute Owner's entitlement to the Settlor's Part and the following values shall be determined as at the Withdrawal Date:
    - i. the residual value of the Settlor's Part as reduced by the Amount Withdrawn
    - ii. the residual Contract Value as reduced by the Amount Withdrawn;

so that following the advancement the percentage of the Trust Fund which shall remain subject to the trusts declared in this Part 1 shall be determined by dividing the value at (i) by the value at (ii) and multiplying the resulting figure by 100 to give the percentage.

# PART 2: THE GIFTED PART

- A. During the Trust Period the Trustees (being at least two in number and including an Independent Trustee) shall have power by deed or deeds revocable during the Trust Period or irrevocable to appoint the Gifted Part (whether capital or income) for such one or more of the Possible Beneficiaries in such one or more shares and for such interests and subject to such trusts powers and provisions (including protective trusts, discretionary trusts or powers operative or exercisable at the discretion of the Trustees or any other persons) as the Trustees shall in their absolute discretion think fit PROVIDED ALWAYS that any such appointment or revocation thereof shall not invalidate any prior payment or application of all or any part or parts of the Gifted Part (whether capital or income) made under any power or powers conferred by this trust or by law.
- B. Subject to and in default of any appointment made under Part 2A the Trustees shall hold the Gifted Part and the income thereof absolutely for the one or more Immediate Beneficiaries in the share or shares indicated in box B, Section 4. Section 31 of the Trustee Act 1961 shall not apply to the trusts declared by Part 2B herein.
- C. During the Trust Period the Trustees shall have power to pay, transfer or apply the whole or any part or parts of a Beneficiary's presumptive share of the Gifted Part to or for the benefit of that Beneficiary provided always that this power shall not be exercisable whilst any part of the Trust Fund remains subject to the Trusts declared in Part 1.
- D. During the Trust Period the Trustees shall have power so long as a Beneficiary is under the age of 18 years to pay or otherwise apply for or towards his maintenance education or benefit so much of the income from his presumptive share in the Gifted Part as the Trustees may in their absolute discretion think fit and the Trustees shall retain the balance (if any) of such income on trust for that Beneficiary absolutely and until he shall attain the age of 18 years shall invest the same and the resulting income thereof in investments authorised by this Declaration of Trust or by law and shall hold the same as an accretion to the said balance PROVIDED ALWAYS that so long as the Beneficiary is under the age of 18 years the Trustees may pay or apply as aforesaid any such balance or accretion as if it were income arising in the current year.
- E. During the Trust Period the Trustees shall have power to lend with or without security to any Beneficiary the whole or any part or parts of his presumptive share of the Gifted Part upon such conditions as to interest (if any) and repayment thereof and generally upon such terms as the Trustees may in their absolute discretion think fit PROVIDED ALWAYS that any such loan must be repayable by the end of the Trust Period and this power shall not be exercisable whilst any part of the Trust Fund remains subject to the trusts declared in Part 1.

#### PART 3: TRUSTEES' EXCLUSIONARY POWERS

During the Trust Period the Trustees (being at least two in number and including an Independent Trustee) shall have power (which during the lifetime of the Settlors shall only be exercisable with the written consent of the Settlors) to provide by deed or deeds revocable or irrevocable executed during the Trust Period that any person, persons or class of persons shall thenceforth be in the Excluded Person class and shall not therefore be:

- i. included in the class of Possible Beneficiaries, or
- ii. capable of becoming included in the class of Possible Beneficiaries by virtue of birth, marriage or any nomination as indicated in Box A in Section 4.

PROVIDED ALWAYS that any such deed of exclusion or revocation thereof shall not invalidate any prior payment or application of all or any part or parts of the Gifted Part (whether capital or income) made under any power or powers conferred by this trust or by law.

#### PART 4: TRUSTEES' ADMINISTRATIVE POWERS

- A. During the Trust Period the Trustees in the management and administration of the Trust Fund shall have in addition to all the relevant powers conferred on them by the law the widest powers of investing disposal of and dealing generally with the Trust Fund as are lawfully capable of being conferred on Trustees to the same effect as if such powers were expressly conferred hereby and set out in full in particular and without prejudice to the generality of the foregoing the Trustees shall have the supplementary powers described in this Part 4, but so that Utmost International shall not be in any way accountable for the exercise of such powers or the application of monies derived therefrom.
- B. The Trustees shall have the following powers in relation to the Trust Fund:
  - 1. power to retain the Trust Fund in its present state
  - 2. power to effect and pay premiums on policies of life assurance and other insurance
  - 3. power to exercise any of the elections, powers, options and privileges conferred by any Trust Policy and to alter the amount of any periodic premiums payable hereunder or the period during which such premiums are payable and to do any of the foregoing notwithstanding that the sum assured may thereby be reduced or increased
  - 4. power to convert any Trust Policy into a fully paid up policy free from payment of future premiums
  - 5. power to surrender fully or partially any Trust Policy
  - 6. power to sell any Trust Policy on such terms as the Trustees think fit
  - 7. power to invest any monies for the time being comprised in the Trust Fund in assets (whether producing income or not) of whatsoever nature (including policies of life assurance) and wheresoever situated
  - 8. power to borrow with or without security on such terms and subject to such conditions as the Trustees think fit
  - 9. power to permit the Settlor or such one or more of the Trustees as the Trustees think fit to exercise options of the following nature provided always that any exercise of such option, whether by the Settlor or by a Trustee or Trustees, shall be in a Fiduciary capacity:
    - i. options under a Trust Policy enabling additional policies to come into force as assets of the Trust Fund in addition to (and not in place of) the Trust Policy concerned
    - ii. options under a Trust Policy enabling a replacement policy to come into force as an asset of the Trust Fund in place of (and not in addition to) the Trust Policy concerned
    - iii. options under a Trust Policy enabling the benefits and/or premiums and/or the contingency assured against under the Trust Policy to be altered in any way
  - 10. power to appoint a Fund Adviser (or make such an appointment jointly with the issuer of the Trust Policies concerned or consent to such an appointment by the issuer) in accordance with the provisions in Part 5 hereof.
- C. The Trustees shall have power to accept as a good and sufficient discharge a receipt given by a parent or guardian for the maintenance, education or benefit of a Beneficiary without being liable to see to the application of the same.
- D. The Trustees (being at least two in number and including an Independent Trustee) shall have power at any time or times during the Trust Period by deed or deeds to revoke or vary any of the administrative provisions of this Declaration of Trust or to add any further administrative provisions as the Trustees may consider expedient for the purposes of this Declaration of Trust.
- E. The Trustees (being at least two in number and including an Independent Trustee) shall have power by deed or deeds revocable during the Trust Period or irrevocable wholly or partially to release or restrict the future use of any power by this Declaration of Trust or law conferred on them as if the same were not conferred on them in a Fiduciary capacity and so as to bind their successors.

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F. In the execution of the trusts and powers hereof none of the Trustees shall be liable for any loss to the Trust Fund arising in consequence of the failure, depreciation or loss of any investments made in good faith or by reason of any mistake or omission made in good faith or of any other matter or thing except wilful fraud and wrongdoing on the part of the Trustee who is sort to be made liable.

The issuer of any Trust Policy shall not in any way be accountable for the proper execution of the said Trusts and powers nor for any loss arising in consequence of the failure depreciation or loss of any investments made in good faith or by reason of any mistake or omission made in good faith or of any other matter except wilful fraud and wrongdoing on the part of the issuer of any Trust Policy who is sought to be made liable as agent of the Trustees.

# PART 5: APPOINTMENT OF AGENTS

- A. The Trustees shall have power instead of acting personally to employ and pay at the expense of the Trust Fund an agent in any part of the world whether advocates, attorneys, solicitors, accountants, banks, trust companies or other agents without being responsible the default of any agent if employed in good faith to transact any business or act as nominee or do any act in the execution of these trusts and without prejudice to the generality of the foregoing Trustees shall have the power to set out in Part 5.
- B. The Trustees shall have power to appoint a Fund Adviser in respect of any Trust Policy or Trust Policies, subject to the provisions in Part 5C therein.
- C. Any appointment of a Fund Adviser shall be subject to the requirements of the issuer of the policy or policies concerned and the following provisions shall apply:
  - i. any person or persons may be appointed as a Fund Adviser provided always that a person so appointed shall be of full age and acceptable to the issuer of the Trust Policies concerned
  - ii. the appointed Fund Adviser may be discharged at such time as the Trustees or the Fund Adviser may wish, subject to the agreement of the issuer of the Trust Policies concerned if such agreement is required
  - iii. any appointment or discharge of a Fund Adviser shall not take effect until the issuer of the Trust Policy or Policies concerned receives evidence of the appointment or discharge in a document and manner acceptable to the said issuer.
- D. The Trustees shall have power to engage the services of such Investment Adviser or Fund Advisers ('the Investment Adviser') as the Trustees think fit to advise the Trustees in respect of the investment or reinvention of the Trust Fund with power for the Trustees without being liable for any consequent loss to delegate to the Investment Adviser discretion to manage all or any part or parts of the Trust Fund within such limits and for such period as the Trustees may stipulate.
- E. The Trustees shall not be bound to enquire into nor be in any manner responsible for any changes in the status of an Investment Adviser or Fund Adviser or any other agent but the Trustees shall not knowingly employ or continue to employ an agent whose status rends him unsuitable as an agent.
- F. A person may be appointed as an Investment Adviser or Fund Adviser or other agent notwithstanding that the person is one of the Settlors or a Trustee or a Beneficiary, provided always that any appointment of the Settlor as an agent of any kind shall be without prejudice to the provisions excluding the Settlor from obtaining any benefit from the Gifted Part.

#### PART 6: PERSONAL LIABILITY

In the execution of these trusts no Trustee:

- a. Shall be liable for any loss to the Trust Fund arising by reason of any improper investment made in good faith or for the negligence or fraud of any agent employed by such Trustee or by any of the Trustees although the employment of such agent was not strictly necessary or expedient or by reason of any matter or thing except wilful fraud or dishonesty on the part of the Trustee who is sought to be made liable.
- b. Shall be obliged to ascertain before distributing amongst the Beneficiaries the whole or any part or parts of the Trust Fund whether any person whose parents are not married to each other at the time of the birth, or any person who claims through such a person, is or may be entitled to an interest in the Trust Fund, nor shall a Trustee be liable to any such person of whose existence the Trustee has no notice, or any person who claims through such a person.

#### PART 7: REMUNERATION OF TRUSTEES AND ADVISER

A. Any Trustee (other than either of the Settlors) who is engaged in any profession, business or trade may charge and be paid all normal professional or other charges for business done, services rendered or time spent by him personally (or by his firm or any partner or employee of his) in the administration of these Trusts including acts which a Trustee not engaged in any profession business or trade could have done personally and whether or not such acts are within the usual scope of his profession, business or trade.

- B. Any person (other than either of the Settlors) shall be entitled to retain any brokerage commission or fee which may be received by him personally or by his firm in respect of any transaction effected on behalf of the Trustees notwithstanding that the person concerned may also be entitled to other remuneration as a Trustee or as an Investment Adviser or Fund Adviser.
- C. Any person (other than either of the Settlors) appointed to act as Fund Adviser and/or as Investment Adviser may charge and be paid all normal professional or other charges for business done services rendered or time spent by him personally (or by his firm or any partner or employee of his) pursuant to his appointment as a Fund Adviser and/or Investment Adviser.
- D. The Trustees shall have power to settle and/or agree the Terms and Conditions for remuneration of any Trustee, Investment Adviser, Fund Adviser or other agent and the reimbursement of any such persons expenses as the Trustees shall in their absolute discretion think fit and such remuneration and expenses shall be payable from the Trust Fund.

#### PART 8: APPOINTMENT AND DISCHARGE OF TRUSTEES

- A. The statutory power of appointing new or Additional Trustees shall apply hereto and shall be vested in the Settlors jointly and the surviving Settlor until the death of the last to die of the Settlors and thereafter in the Trustees hereof subject to the provisions and modifications which follow in this Part 8.
- B. Any person or persons may be appointed as Trustee or Trustees hereof notwithstanding that such person or persons may be resident, domiciled, carrying on a business or incorporated outside the British Isles.
- C. The statutory power of appointing new Trustees shall not be exercisable by reason only that a Trustee remains out of the British Isles for more than 12 months.
- D. In addition to all the statutory powers enabling a Trustee to be discharged a Trustee may be discharged by the other Trustees where the Trustee who is being discharged cannot be found PROVIDED THAT:
  - i. the absence of the Trustee being discharged has continued without interruption for not less than six months
  - ii. reasonable efforts have been made by the other Trustees to ascertain the whereabouts of the Trustee being discharged
  - iii. the discharge is made by deed executed by all the continuing Trustees being at least two in number and including an Independent Trustee.
- E. The Settlors jointly and the surviving Settlor until the last to die of the Settlors shall have power by deed to remove any one or more of the Trustees as Trustee of this Trust provided that after the exercise of this power the Trustees shall comprise at least two individuals or a trust corporation and shall include an Independent Trustee.

# PART 9: EXCLUSION OF THE SETTLOR ETC

- A. Notwithstanding any of the foregoing no discretion, power or right conferred by this Declaration of Trust or by law on the Trustees or on any other person (including the Settlors or either of them) shall be exercised and no provision of this Declaration of Trust shall operate directly or indirectly so as to cause or permit:
  - i. any part of the Gifted Part or the income thereof to become lent to or in any way paid or payable or applied or applicable for the benefit of the Settlor in any way in any circumstances whatsoever or
  - ii. the Trustees to have power to resort to the policy or policies comprising the contract shown in Section 2 or any property for the time being representing the same for the purpose of facilitating in any way the repayment of any sum borrowed by them from the Settlor or for paying any interest thereon or any other costs or expenses whatsoever in respect thereof.
- B. A Settlor shall not acquire any beneficial interest lien charge or other personal right or benefit whatsoever in respect of the Gifted Part or the income thereof nor any right to reimbursement by reason of the payment by him of any premium on any Trust Policy.

# PART 10: EXCLUSION OF ISLE OF MAN RESIDENTS

Notwithstanding any of the foregoing no discretion or power conferred by this Declaration of Trust or by law on the Trustees or on any other person shall be exercised and no provision of this Declaration of Trust shall operate directly or indirectly so as to cause or permit any part of the Trust Fund or the income thereof to become lent to or in any way paid or payable or applied or applicable for the benefit of any person resident or incorporated in the Isle of Man in any way in any circumstances whatsoever.

## PART 11: GENERAL

This Declaration of Trust shall be irrevocable and shall be governed by and construed in accordance with the law of the Isle of Man.

ahawa halaw		the Declaration Date in the presence of the person
shown below.	The Settlors' Signatures	The Settlors' Signatures
	1	2
SIGNATURE		
AND EACH ADDITIONAL <sup>-</sup> evidenced by his/her signa	TRUSTEE (if any) hereby acknowledges his/ ature below in the presence of the witness(	her appointment as an Additional Trustee as is es) shown below:
	3	4
SIGNATURE(S)		
	5	
In the presence of:	Signature(s) of the witness(es)	Signature(s) of the witness(es)
	1	2
SIGNATURE		
Details of the witness(es)		
Full name		
Address		
	Country	Postcode
Occupation		,
·		
Full name		
Address		
	Country	Postcode
Occupation		

# DECLARATION OF TRUST - JOINT SETTLORS RETAINED INTEREST TRUST

AND, the CORPORATE TRUSTEE (if any) hereby acknowledges its appointment as an Additional Trustee as is evidenced by the signature(s) below of the Company Official(s) authorised to sign on behalf of the Company:

- a. he/she is authorised to sign on behalf of the Company, either alone or jointly with the other official(s) signing below; and
- b. the Common Seal of the Company has been affixed in his/her presence or the use of the Common Seal of the company has been dispensed with in accordance with the provisions of the Companies Act 1989.

To be completed where a Corporate Trustee is appointed

The Company Official(s):	
SIGNATURE	
Full name	
Capacity	

# A WEALTH of DIFFERENCE

www.utmost international.com

Calls may be monitored and recorded for training purposes and to avoid misunderstandings. Utmost International Isle of Man Limited is registered in the Isle of Man under number 24916C. Registered Office: King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles. Tel: +44 (0)1624 655 555 Fax: +44 (0)1624 611 715. Licensed by the Isle of Man Financial Services Authority.  $Utmost\ Wealth\ Solutions\ is\ registered\ in\ the\ Isle\ of\ Man\ as\ a\ business\ name\ of\ Utmost\ International\ Isle\ of\ Man\ Limited.$ ULQ PR 01041 | 10/22