# CLIENT AGREEMENT



# UTMOST INTERNATIONAL TRUSTEE SOLUTIONS LIMITED

(Including terms of business, current fee scales and client money information sheet)

#### THIS DOCUMENT WAS LAST UPDATED IN JANUARY 2024.

Please confirm with your financial adviser that this is the most up-to-date document for your product or servicing needs.

#### USING THE EDITABLE FIELDS?

To ensure your information is saved correctly, we recommend you save the form to your desktop before you start completing the required fields.

All references to Utmost International means Utmost International Isle of Man Limited and/or Utmost PanEurope dac.

#### 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 (where the trustees are all individuals)' – for individual investors. 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.

#### IMPORTANT NOTE

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.

#### 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.

#### TRUSTEE TAX REPORTING

Where we become aware of a requirement for the trustees to report in countries other than the UK or IOM then we may need to retire as trustees. If we are required to do reporting in between our retiring and the appointment of a new trustee, the associated cost will be deducted from the trust fund.

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| Title (**)   | A SETTLOR DETAILS  |               |              |                   |       |               |   |      |
|--|--|---------------|--------------|-------------------|-------|---------------|---|------|
| Full forename(s)  Surname  Full address  Postcode Country  Correspondence address (if different)  Postcode Country  Nationality  Dual nationality (if applicable) (if applicable) Telephone number including area code (daytime) Telephone number including area code (verning)  E-mail address  B THE TRUST  Provider of the Utmost International Bond  Utmost International Isle of Man Limited  Utmost PanEurope dac  Asset of the trust  Utmost International bond   | Title (✓)  |               | Mrs          | Miss              |       | Mr            | Mrs   | Miss |
| Surname  Full address  Postcode Country  Correspondence address (if different)  Postcode Country  Nationality  Dual nationality (if applicable) Date of birth  I d d m m y y y y  Telephone number including area code (daytime)  Telephone number including area code (evening)  E-mail address  B THE TRUST  Provider of the Utmost International Bond  Utmost International Isle of Man Limited  Utmost PanEurope dac  Asset of the trust  Utmost International bond  |  | Other         |              |                   |       | Other         |   |      |
| Full address    Postcode   | Full forename(s)   |               |              |                   |       |               |   |      |
| Postcode Country  Correspondence address (if different)  Postcode Country  Postcode Country  Nationality  Dual nationality (if applicable) Date of birth  Telephone number including area code (daytime) Telephone number including area code (vevning) E-mail address  B THE TRUST  Provider of the Utmost International Bond  Utmost International Isle of Man Limited  Utmost PanEurope dac  Asset of the trust  Utmost International bond  | Surname  |               |              |                   |       |               |   |      |
| Correspondence address (if different)  Postcode Country  Nationality  Dual nationality (if applicable) Date of birth  Telephone number including area code (daytime) Telephone number including area code (evening) E-mail address  B THE TRUST  Provider of the Utmost International Bond  Utmost International Isle of Man Limited  Utmost PanEurope dac  Asset of the trust  Utmost International bond  | Full address   |               |              |                   |       |               |   |      |
| Correspondence address (if different)  Postcode Country  Nationality  Dual nationality (if applicable) Date of birth  Telephone number including area code (daytime) Telephone number including area code (evening) E-mail address  B THE TRUST  Provider of the Utmost International Bond  Utmost International Isle of Man Limited  Utmost PanEurope dac  Asset of the trust  Utmost International bond  |  |               |              |                   |       |               |   |      |
| Correspondence address (if different)  Postcode Country  Nationality  Dual nationality (if applicable) Date of birth  Telephone number including area code (daytime) Telephone number including area code (evening) E-mail address  B THE TRUST  Provider of the Utmost International Bond  Utmost International Isle of Man Limited  Utmost PanEurope dac  Asset of the trust  Utmost International bond  |  |               |              |                   |       |               |   |      |
| Correspondence address (if different)  Postcode Country  Nationality  Dual nationality (if applicable) Date of birth  Telephone number including area code (daytime) Telephone number including area code (evening) E-mail address  B THE TRUST  Provider of the Utmost International Bond  Utmost International Isle of Man Limited  Utmost PanEurope dac  Asset of the trust  Utmost International bond  |  | Postcode      |              |                   |       | Postcode      |   |      |
| Postcode   Country   |  | Country       |              |                   |       | Country       |   |      |
| Postcode Country  Nationality  Dual nationality (if applicable) Date of birth  Telephone number including area code (daytime) E-mail address  B THE TRUST  Provider of the Utmost International Bond  Utmost International Isle of Man Limited  Utmost PanEurope dac   | Correspondence address   |               |              |                   |       |               |   |      |
| Nationality  Dual nationality (if applicable) Date of birth  Telephone number including area code (daytime) Telephone number including area code (evening) E-mail address  B THE TRUST  Provider of the Utmost International Bond  Utmost International Isle of Man Limited  Utmost PanEurope dac  Asset of the trust  Utmost International bond   | (If different)   |               |              |                   |       |               |   |      |
| Nationality  Dual nationality (if applicable) Date of birth  Telephone number including area code (daytime) Telephone number including area code (evening) E-mail address  B THE TRUST  Provider of the Utmost International Bond  Utmost International Isle of Man Limited  Utmost PanEurope dac  Asset of the trust  Utmost International bond   |  |               |              |                   |       |               |   |      |
| Nationality  Dual nationality (if applicable) Date of birth  Telephone number including area code (daytime) Telephone number including area code (evening) E-mail address  B THE TRUST  Provider of the Utmost International Bond  Utmost International Isle of Man Limited  Utmost PanEurope dac  Asset of the trust  Utmost International bond   |  | Postcode      |              |                   |       | Postcode      |   |      |
| Dual nationality (if applicable) Date of birth  Telephone number including area code (daytime) Telephone number including area code (evening) E-mail address  B THE TRUST  Provider of the Utmost International Bond  Utmost International Isle of Man Limited  Utmost PanEurope dac  Asset of the trust  Utmost International bond  |  | Country       |              |                   |       | Country       |   |      |
| (if applicable) Date of birth  Telephone number including area code (daytime) Telephone number including area code (evening) E-mail address  B THE TRUST  Provider of the Utmost International Bond  Utmost International Isle of Man Limited  Utmost PanEurope dac  Asset of the trust  Utmost International bond   | Nationality  |               |              |                   |       |               |   |      |
| Date of birth    d   d   m   m   y   y   y     Telephone number including area code (daytime)   Telephone number including area code (evening)   E-mail address    B   THE TRUST   TRU | Dual nationality (if applicable)   |               |              |                   |       |               |   |      |
| Telephone number including area code (daytime)  Telephone number including area code (evening)  E-mail address  B THE TRUST  Provider of the Utmost International Bond  Utmost International Isle of Man Limited  Utmost PanEurope dac  Asset of the trust  Utmost International bond  |  | d d m m       | n v v v      | ,   <sub>V</sub>  |       | d d m m       |   | / V  |
| Telephone number including area code (evening) E-mail address  B THE TRUST  Provider of the Utmost International Bond  Utmost International Isle of Man Limited  Utmost PanEurope dac  Asset of the trust  Utmost International bond   | Telephone number including   |               |              |                   |       |               |   |      |
| B THE TRUST  Provider of the Utmost International Bond  Utmost International Isle of Man Limited Utmost PanEurope dac  Asset of the trust  Utmost International bond   | area code (daytime)  |               |              |                   |       |               |   |      |
| B THE TRUST  Provider of the Utmost International Bond  Utmost International Isle of Man Limited Utmost PanEurope dac  Asset of the trust  Utmost International bond   | area code (evening)  |               |              |                   |       |               |   |      |
| Provider of the Utmost International Bond  Utmost International Isle of Man Limited  Utmost PanEurope dac  Asset of the trust  Utmost International bond   | E-mail address   |               |              |                   |       |               |   |      |
| Provider of the Utmost International Bond  Utmost International Isle of Man Limited  Utmost PanEurope dac  Asset of the trust  Utmost International bond   |  |               |              |                   |       |               |   |      |
| Provider of the Utmost International Bond  Utmost International Isle of Man Limited  Utmost PanEurope dac  Asset of the trust  Utmost International bond   |  |               |              |                   |       |               |   |      |
| Utmost International Isle of Man Limited  Utmost PanEurope dac  Asset of the trust  Utmost International bond  | B THE TRUST  |               |              |                   |       |               |   |      |
| Asset of the trust  Utmost International bond  | Provider of the Utmost Internation   | onal Bond     |              |                   |       |               |   |      |
| ▶ Utmost International bond  |  | Utmost        | Internationa | l Isle of Man Lir | mited | Utmost I      | PanEurope                                     | dac  |
|  | Asset of the trust   |               |              |                   |       |               |   |      |
|  |  |               |              |                   |       |               |   |      |
| number, if known Purpose of the trust  |  |               |              |                   |       |               |   |      |
|  | ▶ for example, estate planning,  |               |              |                   |       |               |   |      |
|  | tax mitigation, etc<br>Inheritance tax (IHT)   | First settlor |              |                   |       | Second settlo | r (if any)                                    |      |
| tax mitigation, etc  | reference of Settlement  |               |              |                   |       |               | <u>• • • • • • • • • • • • • • • • • • • </u> |      |
| tax mitigation, etc Inheritance tax (IHT) First settlor Second settlor (if any) reference of Settlement  | Income tax or self assessment  |               |              |                   |       |               |   |      |
|  | Provider of the Utmost Internation  Asset of the trust  Utmost International bond number, if known |               | Internationa | l Isle of Man Lir | mited | Utmost l      | PanEurope                                     | dac  |
|  |  |               |              |                   |       |               |   |      |
|  | Inheritance tax (IHT)  | First settlor |              |                   |       | Second settlo | r (if any)                                    |      |
| tax mitigation, etc Inheritance tax (IHT) First settlor Second settlor (if any)  | (if applicable)  |               |              |                   |       |               |   |      |
| tax mitigation, etc Inheritance tax (IHT) First settlor Second settlor (if any) reference of Settlement (if applicable)  | Income tax or self assessment reference of the settlor(s)  |               |              |                   |       |               |   |      |

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| For Loan trusts only  |  | payable to Utmost International Trustee  |
|---|--|--|
| A loan of   |  | Solutions Limited client money account   |
| ▶ see attached copy of the electronic bank transfer payment or enclosed cheque (see page 7) |  |  |
| C SETTLOR RISK PRO  | FILE   |  |
| Investment objectives   |  |  |
|   |  | owth. The trust should be managed so that the ing investment profile ▶ tick one profile only (✔) |
| Defensive   | Neutral  | Adventurous  |
| The assets held may vary accord concentrate on a particular geog                            |  | ket conditions, and over the short term may  |
| In order to help meet these obje  | ectives, please consider the options be  | low and tick one of the following ( $\checkmark$ )   |
| Option 1  |  |  |
| requesting Utmost International   | to appoint a Discretionary Asset Mana  | ger, whose details are below, to:  |
| a. manage the assets of th  | ne Portfolio Fund.   |  |
| b. provide investment reco  | ommendations to aid meeting the inve   | estment objectives.  |
| Option 2  |  |  |
| appointing the following o  | on a discretionary basis to directly man   | age the trust assets on behalf of the trustees.  |
| Option 3  |  |  |
|   | ecommendations of the appointed fina<br>ailable for UK clients and financial adv | ancial adviser to aid the trustees in meeting the isers).  |
| D APPOINTMENT DET   | TAILS  |  |
| Contact person  |  |  |
|   |  |  |
| Appointed individual (if relevant)  |  |  |
|   |  | pany that will be appointed. If this is blank then the   |
| Full address  |  |  |
|   |  |  |
|   | Postcode   | Country  |
| Telephone number including area code  |  | ax number including ea code  |
| E-mail address  |  |  |
| Utmost International financial ad   | viser account number (if any)  |  |

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

| Amount to be paid   |                  |              |                  |               |   |            |                   |
|---|------------------|--------------|------------------|---------------|---|------------|-------------------|
| % each year   | of the value of  | the trust fu | und to be        | taken at the  | end of the previou  | s quarter  |                   |
| Where <b>Option 1</b> is selected, the  | payment will b   | e taken as   | a Third Pa       | arty Agent ar | nd other charge, in   | line with  | the Policy Terms. |
| Where <b>Option 2</b> or <b>Option 3</b> is se income tax liability.                                    | lected, the payr | nent of the  | fee will be      | a withdrawa   | l from the bond. In t   | he UK this | s may lead to an  |
| Currency (✔)  | £                | US\$         | €                | HK\$          | Other currency (please state)                                       | ′          |                   |
| Custodian   |                  |              |                  |               |   |            |                   |
| Where it is appropriate to appoi<br>Trustee Solutions Limited to con                                    |                  |              |                  |               | ustees, I/we would  | ask Utm    | ost International |
| Custodian name  |                  |              |                  |               |   |            |                   |
| Address of Custodian  |                  |              |                  |               |   |            |                   |
|   |                  |              |                  |               |   |            |                   |
|   | Postcode         |              |                  |               | Country   |            |                   |
| Contact name  |                  |              |                  |               | l   |            |                   |
| Contact telephone including   |                  |              |                  |               |   |            |                   |
| area code   |                  |              |                  |               |   |            |                   |
| In return for their custodian serv<br>Amount to be paid   | ices, please co  | nsider payi  | ing the fo       | llowing fees  |   |            |                   |
| Amount to be paid   |                  |              |                  |               | * Please see page   | 10         |                   |
| Currency (✔)  | £                | US\$         | €                | HK\$          | Other currency (please state)                                       | ,          |                   |
| FACT FIND   |                  |              |                  |               |   |            |                   |
| E FACT FIND   |                  |              |                  |               |   |            |                   |
| Utmost International Trustee Sol<br>appropriate UK HM Revenue & C<br>write to you in the future to obta | Customs (HMR     |              |                  |               |   |            |                   |
| If you are not resident in any cou  | untry for tax pu | rposes, ple  | ase tick h       | ere. (🗸)      | First Settlo  | r          | Second Settlor    |
| 1a. Are you UK domiciled or de  | emed UK domi     | icile?(✔)    | Cust             | oms (HMRC)    | domicile can be fou<br>website: <b>www.hm</b><br>not complete 2-5 b | rc.gov.uk  |                   |
|   | First settlor    |              |                  |               | Second settlor (i   | f any)     |                   |
|   | Yes              | No           |                  |               | Yes   | No         |                   |
| 1b. If you answered yes to 1a. w of domicile?   | hat is your cou  | ntry         | ▶ For e          | xample Eng    | and, Scotland, Wal  | es, Irelan | d                 |
|   | First settlor    |              |                  |               | Second settlor (i   | f any)     |                   |
|   |                  |              |                  |               |   |            |                   |
| 2. Did you acquire a UK domic   | ile by being bo  | orn in the U | JK? ( <b>√</b> ) |               |   |            |                   |
| , ,   | First settlor    |              | . ,              |               | Second settlor (i   | f any)     |                   |
|   | Yes              | No           |                  |               | Yes   | No         |                   |
| 3. Have you made any previou transfers (CLTs) in the last se  |                  | fetime       | ▶ If Yes         | s, please pro | vide details below  |            |                   |
|   | First settlor    |              |                  |               | Second settlor (i   | f any)     |                   |
|   | Yes              | No           |                  |               | Yes   | No         |                   |

| ı | = 1 | P  | C - | T C | Ε. | ΤТ  | Г I | $\cap$ | R |
|---|-----|----|-----|-----|----|-----|-----|--------|---|
| ı | _   | ıĸ |     | ıs  |    | 1 1 | L   | O.     | π |

| DA | TE | OF | TRA | A N S | FEI | R |   |
|----|----|----|-----|-------|-----|---|---|
| d  | d  | m  | m   | У     | у   | У | У |
| d  | d  | m  | m   | У     | у   | у | у |
| d  | d  | m  | m   | У     | у   | у | У |
| d  | d  | m  | m   | У     | у   | у | у |
| d  | d  | m  | m   | У     | у   | у | у |

#### SECOND SETTLOR (IF ANY)

| DA | ATE | OF | TRA | A N S | FE | ₹ |   |
|----|-----|----|-----|-------|----|---|---|
| d  | d   | m  | m   | У     | У  | У | у |
| d  | d   | m  | m   | У     | У  | У | У |
| d  | d   | m  | m   | У     | У  | У | у |
| d  | d   | m  | m   | У     | У  | У | У |
| d  | d   | m  | m   | У     | У  | У | у |

| 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

| DA | TE | OF | TRA | A N S    | FEF | ₹ |   |
|----|----|----|-----|----------|-----|---|---|
| d  | d  | m  | m   | у        | у   | у | у |
| d  | d  | m  | m   | V        | У   | V | V |
|    |    |    |     | <i>y</i> |     | y | J |
| d  | d  | m  | m   | У        | У   | У | У |
| d  | d  | m  | m   |          | У   | У | У |
| d  | d  | m  | m   | у        | у   | у | у |

#### SECOND SETTLOR (IF ANY)

| DA | TE | ΟF | TR | A N S | FEI | ₹ |   | AMOUNT OF TRANSFER | DETAILS OF TRANS |
|----|----|----|----|-------|-----|---|---|--------------------|------------------|
| d  | d  | m  | m  | У     | У   | У | у |                    |                  |
| d  | d  | m  | m  | У     | У   | У | у |                    |                  |
| d  | d  | m  | m  | У     | У   | У | У |                    |                  |
| d  | d  | m  | m  | У     | у   | У | У |                    |                  |
| d  | d  | m  | m  | У     | У   | У | у |                    |                  |

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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?
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.

| c | ett | _ | r | 1 |
|---|-----|---|---|---|
|   |     |   |   |   |

Settlor 2

| SETTLEMENT NAME | IHT REF | CONTRIBUTIONS MADE |
|-----------------|---------|--------------------|
|                 |         |                    |
|                 |         |                    |
|                 |         |                    |
|                 |         |                    |
|                 |         |                    |
| SETTLEMENT NAME | IHT REF | CONTRIBUTIONS MADE |
|                 |         |                    |
|                 |         |                    |
|                 |         |                    |
|                 |         |                    |

#### F SETTLOR AGREEMENT OF FEES

I/We confirm that I/we have read and understood the **Utmost International Trustee Solutions Limited fee scale** on page 11 of this document.

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 Utmost International's website and you can request a copy from your financial adviser or Utmost International Trustee Solutions Limited at the address at the bottom of page 10. This may be after the revised Fee Scale applies.
- 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, Utmost International Trustee Solutions Limited 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 any 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.

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#### 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 that cheque payments in currencies other than pounds sterling (£) may take longer to clear and some non-UK banks may apply high 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 details**

| STERLING PAYM       | MENTS   | STERLING PAYMENTS (SWIFT PAYMENTS) |  |  |  |
|---------------------|---|------------------------------------|--|--|--|
| From UK banks (CHAI | PS* payments)   | From non-UK bar                    | From non-UK banks (SWIFT** payments)                                     |  |  |
| Sort code:          | 56-00-68  | SWIFT Code:                        | NWBKGB2L   |  |  |
| Bank:               | National Westminster Bank, London,<br>Southampton High Street Branch  | Bank:                              | National Westminster Bank, London  |  |  |
| Beneficiary:        | Utmost International Trustee Solutions Limited - Client Money Account | Beneficiary:                       | Utmost International Trustee Solutions Limited -<br>Client Money Account |  |  |
| Account number:     | 37534726  | IBAN***:                           | GB33 NWBK 560068 37534726  |  |  |

<sup>\*</sup> CHAPS is an electronic bank-to-bank same day value payment made in the UK for sterling (£) payments only.

#### 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.

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#### 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.

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<sup>\*\*</sup> SWIFT is an acronym for Society for Worldwide Interbank Financial Telecommunications.

<sup>\*\*\*</sup> IBAN stands for international bank account number and is always used in conjunction with a bank identifier code (BIC).

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.

#### 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

#### 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 confirmation 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. We have appointed a third party to do this on behalf of the trustees during the period we are trustees and the cost of the reporting will be deducted from the trust fund.

The Fee schedule for French reporting is available on request.

#### TRUSTEE TAX REPORTING

Where we become aware of a requirement for the trustees to report in countries other than the UK or IOM then we may need to retire as trustees. If we are required to do reporting in between our retiring and the appointment of a new trustee, the cost associated will be deducted from the trust fund.

#### 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).

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#### 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.

I/We understand that the payment of any fee will be taken as a withdrawal from the policy; and where the settlor is a UK tax resident the withdrawal may have tax consequences. The settlor(s) confirms they have sought tax advice regarding this.

#### 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.

#### DISCRETIONARY ASSET MANAGER - ADVISORY

I/We request the appointment of the Discretionary Asset Manager (who is acting on an advisory basis) named in this agreement.

I/We have agreed with the Discretionary Asset Manager the investment objectives, for which I/we will be wholly responsible, for the Portfolio Fund.

I/We understand that:

- > the Discretionary Asset Manager is appointed to provide recommendations on investments on an advisory basis.
- > the recommendation will take into account the investment objectives stated in this agreement.
- the Discretionary Asset Manager must obtain agreement from me/us to the investment recommendation they are providing to Utmost International Trustee Solutions Limited who then submit the investment instructions to Utmost International.
- a signed 'Investment recommendation form' will be sent to Utmost International Trustee Solutions Limited, before Utmost International are asked to consider and make any investment decision.

I/We understand and agree that Utmost International Trustee Solutions Limited will not be held responsible for any loss or implications of any investment recommendation which has been made.

I/We confirm that if my/our investment objectives change, I/we am/are responsible for notifying the Discretionary Asset Manager and Utmost International Trustee Solutions Limited.

I/We understand that investment decisions are made by Utmost International.

#### 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 and any tax due will be deducted from the trust fund.

I/We understand that as Non-UK resident Trustees, Utmost International Trust Company have to comply with reporting requirements in relation to UK IHT, for example completion of IHT100 and supplementary form IHT 100d at the 10 year anniversary of the trust, regardless of the value of the trust fund.

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I/We understand that Utmost International Trustee Solutions Limited will request that Utmost International Isle of Man Limited or Utmost PanEurope dac deduct any tax due from the trust fund (the bond) 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.

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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 |               |   |   |   |   |   |   |   |  |  |  |                         |   |   |   |   |   |   |   |  |  |
|           |               |   |   |   |   |   |   |   |  |  |  |                         |   |   |   |   |   |   |   |  |  |
|           |               |   |   |   |   |   |   |   |  |  |  |                         |   |   |   |   |   |   |   |  |  |
| Full name |               |   |   |   |   |   |   |   |  |  |  |                         |   |   |   |   |   |   |   |  |  |
|           |               |   |   |   |   |   |   |   |  |  |  |                         |   |   |   |   |   |   |   |  |  |
| Date      |               |   |   |   |   |   |   |   |  |  |  |                         |   |   |   |   |   |   |   |  |  |
|           | d             | d | m | m | У | У | У | У |  |  |  | d                       | d | m | m | У | У | У | У |  |  |

# A WEALTH of DIFFERENCE

www.utmostinternational.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 095926C.
Registered Office: PO Box 142, King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 3DJ, British Isles.
Tel: +44 (0)1624 655 456 Fax: +44 (0)1624 655 930. Licensed by the Isle of Man Financial Services Authority.

Utmost Trustee Solutions is registered in the Isle of Man as a business name of Utmost International Trustee Solutions Limited.

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# UTMOST INTERNATIONAL TRUSTEE SOLUTIONS LIMITED FEE SCALE



#### Effective from 1 January 2024 Annual Fee Schedule (AFAD1)

| Name |  |  |
|------|--|--|
|------|--|--|

Utmost International Trustee Solutions Limited provides a professional trustee service for a range of trusts.

The fees apply where settlements include investments and insurance products and services offered by Utmost International.

Currently Utmost International Trustee Solutions Limited offers the following trusts but may add further trusts at a later date.

| Trusts available from Utmost International Trustee Solutions Limited:  | Fee payable yearly<br>(the Annual Fee)     |  |  |  |  |  |
|--|--|--|--|--|--|--|
| Absolute Trust   | £468.00 + VAT                              |  |  |  |  |  |
| Discounted Gift Trust (bare version)*  | £468.00 + VAT                              |  |  |  |  |  |
| Discounted Gift Trust (discretionary version)*   | £468.00 + VAT                              |  |  |  |  |  |
| Discretionary Trust (settlor included)   | £468.00 + VAT                              |  |  |  |  |  |
| Discretionary Trust (settlor excluded)   | £468.00 + VAT                              |  |  |  |  |  |
| Lifestyle Trust  | £468.00 + VAT                              |  |  |  |  |  |
| Loan Trust (bare version)***   | £468.00 + VAT                              |  |  |  |  |  |
| Loan Trust (discretionary version)***  | £468.00 + VAT                              |  |  |  |  |  |
| Time Cost Basis currently  | £179.00 + VAT per hour                     |  |  |  |  |  |
| An example of work that would be charged on a time cost basis is, completion of forms and arranging the payment of any tax due, in respect of periodic charges, exit charges and obtaining an IHT reference number under a discretionary trust |  |  |  |  |  |  |
| Simple winding-up of a trust through a request by a relevant party to the trust or resignation (retirement) of Utmost International Trustee Solutions Limited as trustee**   | £468.00 + VAT                              |  |  |  |  |  |
| French Trust Reporting   |  |  |  |  |  |  |
| Annual trust report  | £2,041 inclusive of VAT                    |  |  |  |  |  |
| Event based report   | £2,041 inclusive of VAT for each event**** |  |  |  |  |  |

- 1. Utmost International Trustee Solutions Limited will deduct the Annual Fees in advance, for the first and subsequent years. This means the first fee will be taken on or shortly after the trust start date. This would generally be within a month of the due date of the Annual Fee.
- 2. Utmost International Trustee Solutions Limited's 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 online and you can request a copy from your financial adviser or Utmost International Trustee Solutions Limited at the address on page 12 below. This may be after the revised Fee Scale applies.
  - c. 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.
  - d. In exceptional circumstances, Utmost International Trustee Solutions Limited may consider that it is appropriate to review the charge immediately, taking account of the facts above.

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- 3. 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 therefore please ensure you take any relevant tax advice where necessary.
- 4. Where there are two settlors, the trustees will need to complete two disclosures for IHT purposes which means that an additional cost will apply.
- 5. These fees are for the provision of trustee services only. Initial, yearly and surrender charges may apply to the products of Utmost International which are trust property. Please refer to the appropriate product literature for details.
- 6. Any money paid into the Utmost International Trustee Solutions Limited client account will be held in a non-interest bearing account pending investment by the trustees. Cheques should be made payable to: Utmost International Trustee Solutions Limited Client Money Account.
- 7. Distributions paid by telegraphic transfer by Utmost International Trustee Solutions Limited may incur a bank charge which will be borne by the trust fund.
- 8. In conjunction with your financial adviser, please ensure that a sufficient credit balance is kept on the policy's transaction account in order to pay the relevant Utmost International Trustee Solutions Limited fees.
- 9. If a sufficient credit balance is not available, assets may need to be sold from the policy in order to cover Utmost International Trustee Solutions Limited fees.
- \* Fees cannot be taken from the trust fund while the settlor(s) and/or joint owner are alive. After the individuals entitled to income are deceased, Utmost International Trustee Solutions Limited can take fees directly from the trust fund. If the settlor(s) does not pay yearly fees when they are due, Utmost International Trustee Solutions Limited will deduct them from the trust fund and the trust fund will incur the actuarial costs involved.
- \*\* Utmost International Trustee Solutions Limited may resign (retire) as trustee on receipt of an acceptable request by a relevant party to the trust, or in circumstances where Utmost International Trustee Solutions Limited feels it cannot continue to act as trustee. In accordance with the trust provisions, either two individual trustees or a corporate trustee must be appointed as replacement to Utmost International Trustee Solutions Limited.
- \*\*\* It is not currently possible to 'top-up' a Loan Trust where Utmost International Trustee Solutions Limited are trustees.
- \*\*\*\* For trusts with regular distributions an event based report is required for each distribution for example, monthly distributions would require 12 reports a year.

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