

DISCOUNTED GIFT TRUST FOR CONVERSION OF AN EXISTING DELEGATION BOND

DISCRETIONARY TRUST

This Trust Deed is to be used to convert an existing Delegation bond into a Discounted Gift Trust.

Before completing this Trust Deed, you should take appropriate professional advice as to its suitability, ensuring that it meets your needs and does not conflict with any other arrangements you have made. You should also make sure that your chosen Trustees understand their duties and responsibilities as Trustees.

You must also ensure you complete and submit the **Tax Information Exchange Pack for Entities** along with this Trust Deed.

Once complete, return this Trust Deed and any supporting documents to **Utmost PanEurope dac, Navan Business Park, Athlumney, Navan, Co. Meath, C15 CCW8, Ireland.**

Once all necessary information has been received and processing has been completed, we will then date the Deed and note the Trust on our records.

We cannot release the Trust Deed until all outstanding identification requirements have been received.

	PAGE	SECTION	TO BE COMPLETED BY	TICK SECTIONS COMPLETED		
Part 1 - The Trust Deed	4	A - Settlor's declaration	The Settlers		<input type="checkbox"/>	
	4	B - Definitions	The Settlers		<input type="checkbox"/>	
	8	D - Signatures	Settlers & Trustees & Witness		<input type="checkbox"/>	
Part 2 - Our Anti-Money Laundering Requirements	10	E - Politically Exposed Persons	Settlers & Trustees		<input type="checkbox"/>	
	10	F - Identification requirements	Settlers & Trustees		<input type="checkbox"/>	
Tax Information Exchange Pack for Entities	N/A	Separate standalone form available from our website	Parties to the Trust		<input type="checkbox"/>	

A WEALTH *of* DIFFERENCE

www.utmostinternational.com

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

Utmost PanEurope dac is regulated by the Central Bank of Ireland (No 311420). Its registered office is Navan Business Park, Athlumney, Navan, Co. Meath C15 CCW8, Ireland.

Utmost PanEurope dac is a Category A Insurance Permit holder with the Jersey Financial Services Commission.

Utmost Wealth Solutions is registered in Ireland as a business name of Utmost PanEurope dac

UPE PR 00092 | 08/22

IMPORTANT INFORMATION AND GUIDANCE FOR THE SETTLOR

This Trust Deed is designed to be used **only with Delegation bonds** (issued on a capital redemption basis) being converted to a Discounted Gift Trust arrangement. This Trust Deed should be used alongside the **Delegation Discounted Gift Trust Supplementary Application Form**. Speak to your financial adviser for details.

This Trust Deed is **NOT** acceptable for use with a Generation Planning Bond application. Instead you should request a **Generation Planning Bond Trust Deed**.

This Trust Deed may be used by single or joint policyholders, who are either married or in a civil partnership, and intend to gift their bond to a Discretionary Trust. It is expected that a Discretionary Trust will be used when you, the Settlor, wish to give the Trustees discretion to decide which Potential Beneficiaries will receive benefit, and how much they will receive, from the Residuary Fund after your death.

When you place your bond into a Discounted Gift Trust, you are giving it away completely. The Trustees will own the bond on behalf of the Potential Beneficiaries. You, as the Settlor, are entitled only to the regular withdrawals payable from the bond during your lifetime, and you cannot benefit from the Residuary Fund. The terms of the Discounted Gift Trust mean that neither you, nor the trustees, will be able to surrender the bond during your lifetime.

Before completing this Trust Deed, you should make sure you have:

- › checked this Trust Deed meets your needs and does not conflict with any other arrangements you already have
- › read all the relevant Discounted Gift Trust literature, including the **Delegation Discounted Gift Trust Conversion Guide**, which is available from your financial adviser or on request from us
- › read the '**Important Warning**' on page 4.

When completing this Trust Deed, ensure you have:

- › completed all sections within this Trust Deed and that all signatures provided in Section D are witnessed as requested
- › attached any additional instructions or documentation securely to the back of this Trust Deed
- › discussed anything you don't understand with your financial adviser before signing the Trust Deed
- › also completed and submitted the separate **Tax Information Exchange Pack for Entities**.

IMPORTANT INFORMATION FOR TRUSTEES - UK TRUST REGISTRATION

When this Trust is created and where the Settlor and Trustees are UK resident, it is likely that the Trust will be classified as a UK express trust under the regulations adopted by the UK government arising from the EU Fifth Money Laundering Directive.

The Trustees will be responsible for registering certain Trusts, including UK express trusts, on the UK government's online Trust Registration Service. To comply with the regulations, the Trustees must provide information about the Settlor, the Trust and the beneficial interest it creates within the required timeframe. Please speak to your financial adviser to ensure you and your Trustees understand these reporting requirements.

HOW WE USE YOUR INFORMATION

We use the information you give us, about yourself and other people, to provide our products and services. In order to support our products and services, we transfer information between different entities within our immediate operating group and to appointed data processors, but we do not transfer information to other parties, unless required to do so by law or regulation. We do not carry out marketing using the information or transfer, or sell, your personal information to others for marketing purposes.

More details about how we use your information, your rights over this information and how you can exercise your rights can be found in the applicable Privacy Notice. We publish our Privacy Notice on our website at www.utmostinternational.com/privacy-statements/ or you can contact us on **0845 602 9281** and request a copy.

NOTES TO HELP YOU COMPLETE THE TRUST DEED

Complete this Trust Deed using **blue or black ink** and **BLOCK CAPITALS**. If you make a mistake, cross it out, put in the correct words and ensure both you, and the witness to this Trust Deed, initial next to the correction. **Do not use correction fluid**. No alterations should be made to this Trust Deed, other than where the Settlor wishes to change the categories of Potential Beneficiaries.

SECTION A - SETTLOR'S DECLARATION

This is where you, as the Settlor of the Trust and as applicant for the Discounted Gift Trust, declare that the bond will be held by the Trustees from the Effective Date of the Trust.

The date of your application for the Discounted Gift Trust should be included here to confirm your intention that the bond will form the Trust Fund.

SECTION B - DEFINITIONS

- 1 Effective Date** - Please leave this blank. It will be completed by Utmost PanEurope dac.
- 2 Trust Fund** - The Delegation bond will be placed in trust. Include the full bond designation number here including the number of policy segments (e.g ABC12345678/1-12).
- 3 The Settlor** - Your details, as the creator(s) of the Trust, should be included here.
- 4 The Trustees** - The details of the persons who will act as Trustees should be set out here. If you are to be a Trustee, please include your details again here. Where individuals are to act as Trustees, at least two should be appointed. Where a Corporate Trustee is appointed, one is sufficient.
- 5 Beneficiary of the Grantee's Fund** - The Grantee's Fund is the regular withdrawals payable to the Settlor (you) under the terms of the Discounted Gift Trust. The Settlor is therefore the beneficiary of the Grantee's Fund.
- 6 Potential Beneficiaries of the Residuary Fund** - The Residuary Fund is the remaining value of the bond (if any) after your death. This section sets out the categories of persons, any one or more of whom could receive benefit from the Residuary Fund if the Trustees so decide. You may delete any category which is not required. During your lifetime, you may also nominate additional Beneficiaries to the Trustees, in writing, at any time. No attempt should be made to nominate yourself as a Beneficiary.

SECTION C - TRUST PROVISIONS

This describes the terms of the Trust and the powers given to the Trustees. It is important that you and the Trustees are familiar with the Trust Provisions and the extent of the Trustees' discretionary powers. **Your attention is drawn to the effect of clauses C4 and C10 of the Trust Provisions. Clause C4 limits the Trustee's duty of care, whilst clause C10 limits the Trustee's liability for breaches of trust and loss to the Trust Fund.** This means that the Trustees are not liable for any loss to the Trust Fund except that arising from their own fraud or dishonesty. If you have any questions about this or any other Trust Provision, you should discuss them with your legal adviser.

SECTION D - SIGNATURES

You (the Settlor) and all the Trustees must sign in this section, and each signature should be witnessed by an independent person who is aged 18 or over, and is not a party to this Trust Deed or a Potential Beneficiary.

SIGNATURE This symbol shows where the Settlor, Trustees and witnesses must sign.

CORRESPONDENCE

Name the Trustee who is to receive all future correspondence in the box below.

PART 1 – THE TRUST DEED

IMPORTANT WARNING

This Trust Deed has been prepared in accordance with Utmost PanEurope dac's interpretation of the law of England & Wales and HM Revenue & Customs practice as at 1 March 2021. Utmost PanEurope dac accepts no responsibility for any loss incurred by the Settlor, or any other person, arising out of the use of this Trust Deed. Legislation and practice regarding taxation are subject to change which cannot be foreseen and tax treatment will depend on individual circumstances. Before completing this Trust Deed, the Settlor should take appropriate professional advice as to its suitability. **Providing a sample trust form for you and your professional advisers to consider does not constitute the provision of a trustee service by the bond provider.**

A SETTLOR'S DECLARATION

The Settlor named in B3 confirms that they have submitted a
Discounted Gift Trust Supplementary Application Form dated

d	d	m	m	y	y	y	y
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to amend the policy conditions of the designated bond on the understanding that the bond will form the Trust Fund defined in part B2, and that the Effective Date of the Trust will be the date the bond is transferred to the Trustees.

The Settlor also declares that from the Effective Date, the Trust Fund defined in part B2 will be held by the Trustees subject to the Trust Provisions set out below. The Trust shall be irrevocable.

B DEFINITIONS

In this Trust, the following words will have the meanings set out below and unless the context does not permit, the masculine will include the feminine and the singular will include the plural and vice versa.

Leave blank -
to be completed
by Utmost
PanEurope dac.

1 'Effective Date'

This Settlement is made on

d	d	m	m	y	y	y	y
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2 The 'Trust Fund' is comprised of the property described below

All policies contained within the following bond number (e.g. ABC12345678/1-12)

										/		-				
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3 The 'Settlor'

The 'Settlor' means the person or persons named below.

	Settlor 1	Settlor 2
Title (Mr, Mrs, Miss or Other)	<input type="text"/>	<input type="text"/>
Name	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>
Maiden name or any previous name or aliases (if applicable)	<input type="text"/>	<input type="text"/>
Residential address	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Telephone number	<input type="text"/>	<input type="text"/>
Email address	<input type="text"/>	<input type="text"/>
Date of birth	<input type="text"/> d <input type="text"/> d <input type="text"/> m <input type="text"/> m <input type="text"/> y <input type="text"/> y <input type="text"/> y <input type="text"/> y	<input type="text"/> d <input type="text"/> d <input type="text"/> m <input type="text"/> m <input type="text"/> y <input type="text"/> y <input type="text"/> y <input type="text"/> y
Nationality	<input type="text"/>	<input type="text"/>
Country of birth	<input type="text"/>	<input type="text"/>

4 The 'Trustees'

The 'Trustees' mean the persons named below for the time being acting under the Trusts declared in this Deed.

I/We (the Settlor) hereby appoint Utmost Trustee Solutions Limited to act as sole Trustee.

☐ Yes ☐ No

If you have ticked 'yes' to appoint Utmost Trustee Solutions Limited as Trustee, you can leave the boxes below blank noting section B6, the categories of potential Beneficiaries to be included in the Trust.

You will however, also need to complete **Utmost Trustee Solutions Appointment of Trustee Form** which is available on request from us.

Otherwise, provide details here of each individual Trustee to be appointed, including yourself if you wish to act as Trustee. At least two individual Trustees should be appointed or one Corporate Trustee.

	Trustee 1	Trustee 2
Title (Mr, Mrs, Miss or Other)	<input type="text"/>	<input type="text"/>
Name	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>
Maiden name or any previous name or aliases (if applicable)	<input type="text"/>	<input type="text"/>
Residential address	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Telephone number	<input type="text"/>	<input type="text"/>
Email address	<input type="text"/>	<input type="text"/>
Date of birth	<input type="text"/> d <input type="text"/> d <input type="text"/> m <input type="text"/> m <input type="text"/> y <input type="text"/> y <input type="text"/> y <input type="text"/> y	<input type="text"/> d <input type="text"/> d <input type="text"/> m <input type="text"/> m <input type="text"/> y <input type="text"/> y <input type="text"/> y <input type="text"/> y
Nationality	<input type="text"/>	<input type="text"/>
Country of birth	<input type="text"/>	<input type="text"/>

	Trustee 3	Trustee 4
Title (Mr, Mrs, Miss or Other)	<input type="text"/>	<input type="text"/>
Name	<input type="text"/>	<input type="text"/>
Maiden name or any previous name or aliases (if applicable)	<input type="text"/>	<input type="text"/>
Residential address	<input type="text"/>	<input type="text"/>
Postcode	<input type="text"/>	<input type="text"/>
Telephone number	<input type="text"/>	<input type="text"/>
Email address	<input type="text"/>	<input type="text"/>
Date of birth	<input type="text"/>	<input type="text"/>
Nationality	<input type="text"/>	<input type="text"/>
Country of birth	<input type="text"/>	<input type="text"/>

5 Beneficiary of the Grantee's Fund

The Settlor is the beneficiary of the Grantee's Fund in accordance with Trust Provision C2(a).

6 The 'Potential Beneficiaries' of the Residuary Fund

The Potential Beneficiaries are the beneficiaries of the Residuary Fund in accordance with Trust Provision C2(b), and the categories of Potential Beneficiaries are defined below. **The Settlor must not be included here.**

The Settlor may delete categories of Potential Beneficiaries not required but may not delete them all. Any amendments must be clear, and should be dated and initialled by the Settlor and their witness before completing this Trust Deed.

- Any widow/widower/surviving civil partner or former spouse/former civil partner of the Settlor (except where such person is also a Settlor).
- Any child or descendant of the Settlor whenever born.
- Any spouse/civil partner or former spouse/former civil partner or widow/widower/surviving civil partner of any child or descendant of the Settlor whenever born.
- Any children of any spouse of the Settlor whenever born.
- Any brother or sister of the Settlor and their children.
- Any one or more of the persons entitled under the Will of the Settlor (except where that person is also a Settlor).
- Any one or more of the persons entitled under the rules relating to intestacy to any interest in the estate of the Settlor (except where that person is also a Settlor).
- Any person (**not already included in the categories above and other than the Settlor**) or a charity, whose name has been notified to the Trustees in writing by the Settlor during the Settlor's lifetime, as being a person the Settlor wishes the Trustees to consider a Potential Beneficiary.

7 'Civil Partner' and 'Civil Partnership' have the same meaning as in Section 1 of the Civil Partnership Act 2004.

8 'Person' means a person anywhere in the world and includes a Trustee.

9 'Trust Period' means One Hundred and Twenty Five years from the Effective Date stated in B1.

C TRUST PROVISIONS**1 Transfer of assets into the Trust Fund**

The Settlor confirms that the bond described in part B2 is hereby assigned and transferred to the Trustees.

2 Division of the Trust Fund

From the Effective Date described in part B1 the Trust Fund described in part B2 shall be held, paid and applied in accordance with the following provisions:

- a) The regular withdrawals which are provided for under the bond described in part B2, and specified in the revised Policy Conditions, shall be called the Grantee's Fund and shall accrue to and belong to the Settlor absolutely and if more than one to the Settlers as joint tenants absolutely.
- b) The remaining benefits of the Trust Fund shall be called the Residuary Fund and shall be held on the terms of this Trust.
- c) For the avoidance of doubt, the Settlor shall not be able to benefit in any way from the Residuary Fund.

3 Trustees' Discretion

- a) The Trustees shall hold the Residuary Fund for the benefit of any one or more of the Potential Beneficiaries and in such shares (or wholly to one) and for such interests (including creating further Trusts) as they shall appoint.
- b) Subject to any appointment the Trustees may accumulate the whole or part of the income (if any) of the Residuary Fund. That income shall be added to the Residuary Fund.
- c) The Trustees have power to apply any sum of income or capital from the Residuary Fund to or towards the maintenance, education or benefit of any Beneficiary.
- d) The Trustees may pay any such sum of income or capital from the Residuary Fund to a minor's parent or guardian for the minor's behalf and the receipt of the parent or guardian shall be a complete discharge to the Trustees.
- e) Subject to and in default of any appointment and so far as any such appointment shall not extend or shall fail for any reason then the Trustees shall hold the Residuary Fund on Trust for such of the Potential Beneficiaries that are still living at the end of the Trust Period, and if more than one in equal shares absolutely.
- f) Subject to that, if there are no Potential Beneficiaries alive at the end of the Trust Period or the Residuary Fund is not wholly disposed of, then the Trustees shall hold the Residuary Fund and the income thereof for such charities as the Trustees shall determine.

4 Trustees' power to borrow, deal with the Trust Fund and invest as if they are the absolute beneficial owners

The Trustees shall have all the administrative powers of an absolute beneficial owner over the Trust Fund. In particular:

- a) The Trustees may borrow with or without the security of the Trust Fund.
- b) The Trustees may surrender or assign any policy held in the Trust Fund.

- c) The Trustees may retain any policy held in the Trust Fund without being obliged to consider whether it should be surrendered or assigned.
- d) The Trustees may invest the Trust Fund in any way they think fit, including in property in any part of the world and in unsecured loans.
- e) In discharging their investment function the Trustees do not have any of the duties described in the Trustee Act 2000 ('the Act') or any similar duties however they arise and in particular:
 - (i) the duty of care in section 1 of the Act
 - (ii) the duty to take advice in section 5 of the Act
 - (iii) the duty to have regard to the standard investment criteria in section 4 of the Act
 - (iv) the duties in the Act concerning the appointment of an investment manager
 - (v) any duty to diversify the Trust Fund or to consider diversifying the Trust Fund
 - (vi) any duty to balance the interests of beneficiaries with different interests
- f) The Trustees may delegate investment management responsibility or any aspect of it on any terms to any person or persons including the Settlor or the Settlor's adviser and they have no responsibility to supervise or monitor the way in which the delegate discharges that responsibility or to monitor the suitability of the delegation or of the delegate.
- g) The Trustees may consider advice or representations from any person they think fit in relation to investment or any other dealing with the Trust Fund but they do not have any obligation to act upon any such advice or representations.

5 Trustees' power to lend moneys to Beneficiaries

The Trustees can lend money to any of the Potential Beneficiaries on any terms they think fit.

6 Receipt of benefits of the Trust Fund

Where a company pays the proceeds of any policy or units in accordance with the Trustees' instructions this will be a full discharge for the company. The Trustees are responsible for passing benefits to Beneficiaries.

7 Appointment and Replacement of Trustees

- a) The power to appoint new or replacement Trustees shall rest with the Trustees.
- b) A person may be appointed to be a Trustee notwithstanding that such person is not resident in the United Kingdom. Remaining out of the United Kingdom for more than 12 months shall not be a ground for the removal of a Trustee.
- c) The Trustees may remove or replace a Trustee who cannot be found provided that reasonable efforts have been made to find the Trustee being removed and all the remaining Trustees execute the deed of removal/replacement.
- d) Where a Trustee lacks capacity to exercise his functions as Trustee, and is also entitled in possession to some beneficial interest in the trust property, an appointment of a new Trustee in his place may be

made by virtue of Section 36(1)(b) Trustee Act 1925 and leave to make the appointment from the Court of Protection shall not be necessary.

8 Payments to Trustees

- a) Trustees may be in a profession or business, for example as a solicitor or an accountant. If they or their firm does work in relation to the Trust in a professional capacity, they will be entitled to be paid all reasonable professional fees and charges for their work. This entitlement applies to all Trustees other than the Settlor.
- b) Any Trustee is entitled to be reimbursed out of the Trust Fund for any reasonable expense incurred by that Trustee in respect of taking professional advice, including advice in respect of investments, in relation to this Trust and to recover all legal costs reasonably incurred in respect of the Trust. The timing of any repayment permitted under this clause will be subject to any legal or contractual restrictions placed on the assets of the Trust Fund. Any reimbursement permitted will be limited to the realisable assets of the Trust Fund.

9 Power to vary or restrict administrative provisions

When in the management or administration of the Trust Fund, the Trustees wish to carry out any transaction or

dealing with the Trust Fund but they are advised that they do not have the necessary power to do so or where the Trustees wish to release or restrict any existing power they have, they may execute a deed giving themselves the necessary power or releasing or restricting their existing powers.

10 Protection of the Trustees

- a) No Trustee shall be liable for any breach of trust or any loss to the Trust Fund (whether committed or caused by the Trustee or by any other person) unless it is the result of the fraud or dishonesty of that Trustee.
- b) No Trustee shall be bound to take any proceedings against a co-Trustee or former Trustee or their personal representatives for any breach or alleged breach of trust committed by such co-Trustee or former Trustee.
- c) No Trustee shall be bound to take any proceedings against any third party in respect of any actual or potential legal claims it may have whether in favour of the Trustee or the Trust Fund.

11 Proper Law

This Settlement will be governed by the laws of England and Wales.

D SIGNATURES

Each signature must be witnessed by an independent witness who is 18 or over and not a party to this Trust or a Beneficiary. The same person can witness all signatures.

The parties have executed this document as a deed on the first date stated above.

If the Settlor is also to be a Trustee, they need to sign both in this section as a Settlor and as a Trustee in the section on the next page.

	Settlor 1	Settlor 2
Signed and delivered as a Deed by the said (Full name of Settlor)		
Settlor's SIGNATURE		
In the presence of (Full name of witness)		
Witness SIGNATURE		
Permanent residential address of witness		
Postcode		

SIGNATURE

SIGNATURE

Each individual Trustee must sign here.

Leave blank if you have appointed Utmost Trustee Solutions Limited as your Trustee.

	Trustee 1	Trustee 2	
Signed and delivered as a Deed by the said (Full name of Trustee)	<div></div>	<div></div>	
Trustee's SIGNATURE	<div></div>	<div></div>	SIGNATURE
In the presence of (Full name of witness)	<div></div>	<div></div>	
Witness SIGNATURE	<div></div>	<div></div>	SIGNATURE
Permanent residential address of witness	<div></div>	<div></div>	
Postcode	<div></div>	<div></div>	

	Trustee 3	Trustee 4	
Signed and delivered as a Deed by the said (Full name of Trustee)	<div></div>	<div></div>	
Trustee's SIGNATURE	<div></div>	<div></div>	SIGNATURE
In the presence of (Full name of witness)	<div></div>	<div></div>	
Witness SIGNATURE	<div></div>	<div></div>	SIGNATURE
Permanent residential address of witness	<div></div>	<div></div>	
Postcode	<div></div>	<div></div>	

PART 2 – OUR ANTI-MONEY LAUNDERING REQUIREMENTS

E POLITICALLY EXPOSED PERSONS

Under our current anti-money laundering obligations, we are required to identify any persons associated with this Trust who could be classed as a Politically Exposed Person (PEP). A PEP is a term used to describe someone who is currently, or has previously been, entrusted with prominent public functions or responsibilities, for example: a Head of State, a holder of a senior political or government post, a senior member of the Judiciary or the Military, a senior employee of a State Owned Corporation, or a board member of a Central Bank. Immediate family members or close associates of a PEP should be considered a PEP in their own right.

Provide details in the box below of any persons that could be considered to be a PEP (as defined above) in relation to this Trust. Non-completion confirms that there are no associated PEPs:

F IDENTIFICATION REQUIREMENT

Under anti-money laundering regulations we are required to verify the identity and address of all individuals related to a contract. Our standard minimum requirements are: one suitably certified copy document for identity verification and one suitably certified copy document for address verification for each additional Trustee. For more information, see our **Anti-Money Laundering and Source of Wealth Pack**, which is available from our logged in website www.utmostinternational.com or from us on request.

We cannot release the Trust Deed until all outstanding identification requirements have been received.

G NOTES

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