

DISCRETIONARY TRUST

SETTLOR CAN BE A POTENTIAL BENEFICIARY

Before completing this Trust Deed, you should take appropriate professional advice as to its suitability, ensuring 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.

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

Throughout this Trust Deed, 'we', 'our' and 'us' refers to either Utmost International Isle of Man Limited or Utmost PanEurope dac depending on your bond provider.

Once complete, return this Trust Deed and any supporting documents to the relevant address below for your chosen product provider:

Utmost International Isle of Man Limited, King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles.

OR

Utmost PanEurope dac, Ashford House, Tara Street, Dublin 2, D02 VX67, Ireland.

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

	PAGE	SECTION	TO BE COMPLETED BY	TICK SECTIONS COMPLETED
Part 1 - The Trust Deed	4	B - Definitions	The Settlor	<input type="checkbox"/>
	8	D - Signatures	Settlor & Trustees & Witness	<input type="checkbox"/>
Part 2 - Our Anti-Money Laundering Requirement	10	E - Politically Exposed Persons	Settlor & Trustees	<input type="checkbox"/>
Tax Information Exchange Pack for Entities	N/A	Separate document 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 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 643 345. 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.

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.

AWI PR 0194 | 11/22

IMPORTANT INFORMATION

The Trust Deed may be used by a single Settlor (or joint Settlers) who wishes to place a new or existing bond into a Discretionary Trust and where the investment is with Utmost International Isle of Man Limited or Utmost PanEurope dac.

This Trust is created for the benefit of any or all of the person(s) shown in Section B (5) - 'The Potential Beneficiaries'. The Settlor is also included as a potential Beneficiary.

The Settlor can change, add to or restrict the classes of Potential Beneficiary before signing this Trust Deed. If the Settlor does, we recommend that due care is exercised. The Settlor must initial and date any changes to the printed text.

Trusts without an 'interest in possession' (such as this one), may result in an immediate UK Inheritance Tax charge where the Settlor is UK domiciled or deemed to be UK domiciled. The ongoing tax treatment of such Trusts is extremely complex and you should seek professional advice on this matter.

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.

Before completing the Trust Deed, please ensure you have:

- › checked that this Trust Deed meets your requirements and does not conflict with any other arrangements you have
- › read all of the relevant product literature, including the relevant **Product Guide** and any supporting documents, which are available from your financial adviser or from us
- › read the '**Important Warning**' on page 4.

When completing Trust Deed, also ensure you:

- › complete 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
- › discuss anything that you don't understand with your financial adviser before completing this Trust Deed
- › also complete and submit the separate **Tax Information Exchange Pack for Entities**.

HOW WE USE YOUR INFORMATION

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 **+44 (0)1624 643 345** and request a copy. All persons whose details are collected in this form should read the Privacy Notice to understand how the data provided about them will be used.

NOTES TO HELP YOU COMPLETE THE TRUST DECLARATION

Please 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. **Please 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 the Settlor (as applicant for a new bond or as owner of an existing one) declares that all the policies contained within the bond will be held by the Trustees, for the Potential Beneficiaries (which include the Settlor), from the Effective Date of the Trust.

SECTION B - DEFINITIONS

- 1 Effective Date** – This should be left blank. It will be completed by us.
- 2 Trust Fund** – The details of the policies which form part of the Trust Fund should be identified here. For existing bonds, please state the contract number of your bond. For new bonds, please state the date of your application for the bond. We will add the bond number when the bond is issued.
- 3 The Settlor** – The details of the creator of the Trust should be set out here.
- 4 The Trustees** – The details of the persons who will act as Trustees should be set out here. If the Settlor is to act as Trustee, they should be named again here. Where individuals are to act as Trustees, at least two should be appointed. Where a professional Trust company is used one is sufficient.

We recommend that Trustees should take advice if they are considering moving from one country to another since it may have an effect on the taxation of the Trust.
- 5 Potential Beneficiaries** – This section sets out the categories of persons, including the Settlor, any one or more of whom could receive a share of the Trust Fund should the Trustees so decide. The Settlor may delete any category which is not required. During their lifetime, the Settlor can also nominate additional Beneficiaries to the Trustees, in writing, at any time.

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 C3 and C9 of the Trust Provisions. Clause C3 limits the Trustee's duty of care, whilst clause C9 limits the Trustee's liability for breaches of trust and loss of 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, please discuss them with your legal adviser.

SECTION D - SIGNATURES

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

Please use this box to nominate the Trustee who is to receive all correspondence.

PART 1 – THE TRUST DEED

IMPORTANT WARNING

This Trust Deed has been prepared in accordance with our interpretation of the law of England & Wales and HM Revenue & Customs practice as at **1 January 2021**. We accept 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 section B3 hereby declares that from the Effective Date, the Trust Fund defined in section 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 following meanings and unless the context does not permit the masculine, will include the feminine and the singular will include the plural and vice versa.

Please leave
blank – to be
completed
by us.

1 The 'Effective Date'

The Trust will be effective
from the following date

d	d	m	m	y	y	y	y
---	---	---	---	---	---	---	---

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

(a) All policies contained within the following bond

Bond provider (e.g. Utmost
International Isle of Man Limited)

Contract type (e.g. Evolution)

Date of application for new contracts

d	d	m	m	y	y	y	y
---	---	---	---	---	---	---	---

Contract number (e.g. ABC1234567/1-12)

Please leave blank where this is a new
contract – to be completed by us.

(b) and any other property transferred to the Trustees to hold on the terms of this Trust, and

(c) all property representing the above.

3 The 'Settlor'

The Settlor's name and address (or in joint cases details for both of the Settlers) should be included here

	Settlor 1	Settlor 2
Title (Mr, Mrs, Miss or Other)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Name	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Maiden name or any previous names (if applicable)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Residential address	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Postcode	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Telephone number	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Email address	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Date of birth	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Nationality	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Country of birth	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" 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), 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 and proceed to B5 to review the categories of potential Beneficiaries to be included in the Trust. You will however, also need to complete **Utmost Trustee Solutions Limited 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 style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Name	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Maiden name, any previous names or aliases (if applicable)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Residential address	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Postcode	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Telephone number	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Email address	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Date of birth	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Nationality	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Country of birth	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

DISCRETIONARY TRUST

SETTLOR CAN BE A POTENTIAL BENEFICIARY

	Trustee 3	Trustee 4
Title (Mr, Mrs, Miss or Other)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Name	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Maiden name, any previous names or aliases (if applicable)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Residential address	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Postcode	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Telephone number	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Email address	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Date of birth	<input style="width: 20px;" type="text"/> d <input style="width: 20px;" type="text"/> d <input style="width: 20px;" type="text"/> m <input style="width: 20px;" type="text"/> m <input style="width: 20px;" type="text"/> y <input style="width: 20px;" type="text"/> y <input style="width: 20px;" type="text"/> y <input style="width: 20px;" type="text"/> y	<input style="width: 20px;" type="text"/> d <input style="width: 20px;" type="text"/> d <input style="width: 20px;" type="text"/> m <input style="width: 20px;" type="text"/> m <input style="width: 20px;" type="text"/> y <input style="width: 20px;" type="text"/> y <input style="width: 20px;" type="text"/> y <input style="width: 20px;" type="text"/> y
Nationality	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Country of birth	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

5 The 'Potential Beneficiaries'

The categories of Potential Beneficiaries are defined below. These are the persons who may receive benefit from the Trust Fund if the Trustees decide to appoint benefit to them.

- a) The Settlor
- b) Any child or descendant of the Settlor whenever born
- c) Any spouse/civil partner or former spouse/former civil partner or widow/widower/surviving civil partner of the Settlor
- d) 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
- e) Any children of any spouse of the Settlor whenever born
- f) Any brother or sister of the Settlor and their children
- g) Any one or more of the persons entitled under the Will of the Settlor
- h) Any one or more of the persons entitled under the rules relating to intestacy to any interest in the estate of the Settlor
- i) Any person or a charity, **not already included in the categories above**, 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 as a Potential Beneficiary.

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

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

8 '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

Where the Trust Fund, or any part of the Trust Fund, consists of a bond, the Settlor hereby assigns all the policies referred to in part B2 and all proceeds and benefits attached to the said policies to the Trustees jointly to hold subject to the Trusts and powers and provisions set out in this Trust Deed.

2 Trustees' Discretion

- a) The Trustees shall hold the Trust 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 Trust Fund. That income shall be added to the Trust Fund
- c) The Trustees have power to apply any sum of income or capital towards the maintenance, education or benefit of any Beneficiary
- d) The Trustees may pay any such sum of income or capital 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 Trust 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 Trust Fund is not wholly disposed of, then the Trustees shall hold the Trust Fund and the income thereof for such charities as the Trustees shall determine.

3 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(s), 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.

4 Trustees' power to lend moneys to Beneficiaries

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

5 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.

6 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.

7 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 relating to the Trust, including advice in respect of investments and to recover all legal costs reasonably incurred. 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.

8 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.

9 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.

10 Proper Law

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

D SIGNATURES

Please ensure that all signatures are witnessed by an independent person who is 18 or over and not a party to this trust or a Beneficiary. Note: The same person can witness all signatures.

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

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

If the Settlor(s) are also to be Trustees, they need to sign both in this section and in the Trustee section below.

SIGNATURE

SIGNATURE

DISCRETIONARY TRUST

SETTLOR CAN BE A POTENTIAL BENEFICIARY

	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 REQUIREMENT

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.

Please 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 NOTES

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