ESTATE PLANNING BOND



DISCRETIONARY TRUST

This Trust Deed can only be used with the Estate Planning Bond application

This Trust Deed is not to be used if you are appointing Utmost International Trustee Solutions Limited

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

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

Please also ensure you complete and submit the Tax Declaration and Self-Certification for Trusts along with this Trust Deed.

Once complete, please return this Trust Deed and any supporting documents to us at: **Utmost International Isle of Man Limited**, **King Edward Bay House**, **King Edward Road**, **Onchan, Isle of Man, IM99 1NU, British Isles**.

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.

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

	PAGE	SECTION	TO BE COMPLETED BY	TICK SECTIONS COMPLETED
	4	A - Settlor's declaration	Settlor	
	4	B - Definitions	Settlor	
Part 1 - The Trust Deed	5	Trustee details		
	7-8	C - Trust provisions	Settlor	
	9-10	D - Signatures	Settlor & Trustees & Witness	
Part 2 - Our Anti-Money Laundering Requirements	11	E - Politically Exposed Persons	Settlor & Trustees	
Tax Declaration and Self-Certification for Trusts	N/A	Separate form available from our website	All parties to the Trust	

A WEALTH of DIFFERENCE

www.utmost international.com

Utmost International Isle of Man Limited is registered in the Isle of Man under number 024916C. Registered Office: King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles. Licensed by the Isle of Man Financial Services Authority.

 $Ut most \, We alth \, Solutions \, is \, registered \, in \, the \, lsle \, of \, Man \, as \, a \, business \, name \, of \, Ut most \, International \, lsle \, of \, Man \, Limited.$

IMPORTANT INFORMATION AND GUIDANCE FOR THE SETTLOR

Words in the singular shall include the plural and vice versa.

This Trust Deed is designed for investments in the Estate Planning Bond from Utmost International Isle of Man Limited. It may be used by a single Settlor or joint Settlors who are either married or in a civil partnership and who would like their policy to be held within 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.

Please note that when the Estate Planning Bond is put into Trust, it is given away completely. The Trustees hold 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 Trust Fund. The terms of the Estate Planning Bond mean that neither you, nor the Trustees will be able to surrender the bond during your lifetime.

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 this Trust Deed, you should make sure you have:

- > read all the relevant Estate Planning Bond literature, including the **Product Guide** and any supporting documents, which are available from your financial adviser or from us, and
- read the 'Important Warning' under Part 1.

When completing this Trust Deed, please ensure you have:

- ompleted 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 Tax Declaration and Self-Certification for Trusts.

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 or you can contact us on +44 (0)1624 643 345 and request a copy.

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NOTES TO HELP YOU COMPLETE THE TRUST DEED

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 you 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 you, as the Settlor of the Trust and as applicant for the Estate Planning Bond, declare that the bond will be held by the Trustees from the Effective Date of the Trust.

The date of your application for the Estate Planning Bond should be included here to confirm your intention that the bond, when issued, will form the Trust Fund.

SECTION B - DEFINITIONS

- 1 Effective Date Please leave this blank. It will be completed by Utmost International Isle of Man Limited.
- 2 Trust Arrangements As noted above, the Estate Planning Bond will be placed in Trust. You will need to leave part B2 blank, as Utmost International Isle of Man Limited will add the bond number when the bond is issued. The bond will be held as follows:
 - > The Grantee Fund As defined in B5 of the Trust Deed, held for the Settlor.
 - > The Trust Fund As defined in B6 of the Trust Deed, held for the Beneficiaries.
- 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 Beneficiaries This section sets out the categories of persons, any one or more of whom could receive benefit from the Trust 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, please discuss them with your legal adviser.

SECTION D - SIGNATURES

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

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PART 1 - THE TRUST DEED

Country of birth

This Trust Deed has been prepared in accordance with Utmost International Isle of Man Limited's interpretation of the law of England & Wales and HM Revenue & Customs practice as at 1 January 2021. Utmost International Isle of Man Limited

accepts no responsibility for any loss in Legislation and practice regarding tax on individual circumstances. Before co to its suitability. Providing a sample tru provision of a trustee service by the b	ation are subject to o empleting this Trust I ust form for you and	change which canno Deed the Settlor sho	t be foreseen a uld take appro	nd tax tre priate pro	atment w fessional	vill depend I advice as
A SETTLOR'S DECLARATION	N					
The Settlor named in part B3 hereby d by the Trustees subject to the Trust Pro				ned in pa	rt B6 will	be held
The Settlor confirms and declares that	the application date	d d d	m m	У	У	У
made by the Settlor for an Estate Plannir application will constitute the Bond defi						
B DEFINITIONS						
In this Trust, the following words will ha permit the masculine, will include the fe 1 'Effective Date' This Settlement is made on					blank compl Utmos Intern	e leave — - to be leted by st ational Isle n Limited.
2 The 'Bond' All policies contained within the foll	owing Bond			be compl	ive blank - t eted by Utn nal Isle of M	nost
3 The 'Settlor' The 'Settlor' means the person or pe	ersons named below	ı			The nam	
	Settlor 1	_	Settlor 2		included	
Title (Mr, Mrs, Miss or Other)						
Name						
Address						
Postcode		_			_	
Telephone number						
Email address						
Date of birth	d d m m	у у у у	d d	m m	у у	уу
Nationality					'	-

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4	The Policy Conditions The policy conditions applicable to the policies contained within the Bond.
5	The 'Grantee Fund' The regular withdrawals provided for under the Policy Schedule and clause 6(i) of the Policy Conditions.
6	The 'Trust Fund' The Bond and all property from time to time representing the Bond but excluding the Grantee Fund.

7 The 'Trustees'

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

If there are more than four Trustees, please photocopy this page, complete the relevant details and attach it securely to the Trust Deed. If the Settlor is to be a Trustee, they should be included here as well. Where individual Trustees are to be appointed, it is usual and strongly recommended to have at least two. Where a Corporate Trustee is appointed, one Trustee is sufficient.

	Trustee 1	Trustee 2
Name		
Do you have a maiden name, previous name or alias?	Yes No	Yes No
If "Yes" provide the other name(s)		
Address		
Postcode		
Telephone number		
Email address		
Date of birth	d d m m y y y y	d d m m y y y
Nationality		
Country of birth		

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	Trustee 3	Trustee 4
Name		
Do you have a maiden name, previous name or alias?	Yes No	Yes No
If "Yes" provide the other name(s)		
Address		
Postcode		
Telephone number		
Email address		
Date of birth	d d m m y y y	d d m m y y y y
Nationality		
Country of birth		
8 The 'Beneficiaries'		
	ivil partner or former spouse/former civil nere such person is also a Settlor)	The Settlor may delete categories of Potential Beneficiaries not required but may not delete them all. Any amendments
b) Any child or descendant of the S	Settlor whenever born	must be clear, and should be dated and initialled by the Settlor before completing
	ner spouse/former civil partner or widow/ of any child or descendant of the Settlor	this Deed.
d) Any children of any spouse of th	e Settlor whenever born	
e) Any brother or sister of the Settl		
f) Any one or more of the persons (except where that person is also	entitled under the Will of the Settlor o a Settlor)	
g) Any one or more of the persons intestacy to any interest in the ex person is also a Settlor)	entitled under the rules relating to state of the Settlor (except where that	
the Settlor) or a charity, whose r	ed in the categories above and other than name has been notified to the Trustees in Settlor's lifetime, as being a person the nsider a Potential Beneficiary.	
9 'Civil Partner' and 'Civil Partnersh	ip' have the same meaning as in Section 1 o	of the Civil Partnership Act 2004.
10 'Person' means a person anywhere	e in the world and includes a Trustee.	
11 'Trust Period' means one hundred	and twenty five years from the Effective Da	ate stated in B1.

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Terms used in this Trust Deed shall, unless the context otherwise requires, bear the same meaning as in the Policy Conditions.

References to the Settlor shall, where there is more than one Settlor, refer to each and any one of them.

C TRUST PROVISIONS

1 Transfer of assets into the Trust Fund

The Settlor confirms that the Bond is hereby assigned and transferred to the Trustees.

2 The Grantee Fund

The Trustees shall hold the Grantee Fund on Trust for the Settlor absolutely so that the regular withdrawals, provided for under the Policy Schedule and clause 6(i) of the Policy Conditions, shall accrue to and belong to the Settlor absolutely (and if more than one as joint tenants).

3 Trustees' Discretion

- a) The Trustees may by Deed during the Trust Period appoint that they shall hold the Trust Fund for the benefit of any one or more of the Beneficiaries either absolutely or on such trusts and subject to such powers as they think fit including discretionary trusts and dispositive and administrative powers exercisable by the Trustees or any other person or persons
- b) Subject to and in default of any such appointment:
 - (i) The Trustees may during the Trust Period pay or apply to or for the maintenance, education or otherwise for the benefit of any one or more of the Beneficiaries the whole or any part or parts of the income or capital of the Trust Fund
 - (ii) The Trustees shall during the Trust Period accumulate any income not so paid or applied and add the same to the capital of the Trust Fund
- c) The Trustees may pay any such sum of income or capital from the Trust 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
- d) Subject to and in default of any appointment and so far as 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.

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(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. In the case of any delegation to the Settlor, the Settlor shall not be remunerated or receive any consideration for any services
- 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 may 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.

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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 relating to this 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.

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
- 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 Restriction on exercise of powers

- a) The Trust Fund shall be enjoyed to the entire exclusion of the Settlor and of any benefit to him by contract or otherwise
- b) Without prejudice to the generality of the foregoing and notwithstanding anything else contained or implied in this Trust Deed no power conferred on the Trustees or any other person by this Trust Deed or by law shall be exercised and no provision of this Trust Deed shall operate directly or indirectly as to cause or permit any part of the capital or income of the Trust Fund to be paid, transferred or applied to or for the benefit of the Settlor.
- **12** This Settlement will be governed by the laws of England and Wales.

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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.

	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			
	If the Settlor is also to be a Trustee, th as a Trustee on the next page. Trustee 1	ey need to sign both in this section as a Settlor and Trustee 2	Each Trustee (
Signed and delivered as a Deed by the said (full name of Trustee)			must sign the form.
Trustee's SIGNATURE			
In the presence of (full name of witness)			
Witness SIGNATURE			
Permanent residential address of witness			
Postcode			

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	Trustee 3				Tr	uste	e 4				Trustee	Q
Signed and delivered as a Deed by the said (full name of Trustee)										must the fo	sign orm.	
Trustee's SIGNATURE												
In the presence of (full name of witness)												
Witness SIGNATURE												
Permanent residential address of witness												
Postcode												

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PART 2 - OUR ANTI-MONEY LAUNDERING REQUIREMENTS

E POLITICALLY EXPOSED PERSONS
We are required to identify persons associated with this application 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.
Is there anyone associated with this application who could be considered a PEP?
If "Yes", please provide details
F NOTES

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