



Castle Trust
G R O U P

NEW TRUST CLIENT
INTRODUCTION PACK

**SPOUSAL
BYPASS TRUST**

**ONLY AVAILABLE TO EXISTING CUSTOMERS OF CASTLE TRUST &
MANAGEMENT SERVICES LTD**

NEW TRUST CLIENT QUESTIONNAIRE

TRUST DETAILS

1. Trust Name: _____
2. Type of Trust: **SPOUSAL BYPASS TRUST**
3. *Name of existing QROPS*

4. Full Name and Address of Member/Settlor: (please sign the Statement below)

5. Assets to be Settled into Trust:

Please state the amount of the initial gift _____

In due course the assets contained within my QROPS will also be settled
6. Please complete the following

Indicia	Yes	No
Are you a U.S. citizenship or lawful permanent resident (green card) status?		
Do you have a U.S. birthplace?		
Will there be a U.S. residence address or a U.S. correspondence address (including a U.S. P.O. box)?		
Will there be standing instructions to transfer funds to an account maintained in the United States, or directions regularly received from a U.S. address?		
Will there be a US "in care of" address or a "hold mail" address that is the sole address with respect to the client?		
Will there be a power of attorney or signatory authority granted to a person with a U.S. address?		

Please note that the requirements dictated for 'on boarding' new clients may change without warning due to changes in multinational legal requirements

Signed:

Dated:

Castle Trust & Management Services Limited, 932 Europort, Gibraltar

(v2 060616)

Settlor's status

Tax residence country_____

Tax reference number_____

Letter of wishes - Suggested Beneficiaries of the Trust

In giving you this expression of my wishes I do not intend in any way to fetter the wide powers given to you under the terms of the Settlement. I may give you further wishes from time to time which I would wish you to consider in the light of my wishes, although I acknowledge the discretionary nature of the Settlement.

Name(s)	percentages

Signature of Applicant

Date_____

Address:

IN SIGNING THIS DOCUMENT YOU HAVE AGREED TO THE ATTACHED DEED OF INDEMNITY AND TERMS & CONDITIONS

DEED OF INDEMNITY

(Required when Trustee services are provided by Castle Trust & Management Services Limited)

IN CONSIDERATION of you, Castle Trust & Management Services Limited,
agreeing at my request to act as Trustee
for _____

I hereby agree as follows:

1. At all times hereafter fully and effectually to indemnify you from and against all actions proceedings, claims or demands which may be made against you directly or indirectly by reason of you acting as a Trustee of, or by reason of any act, deed, matter or thing done or omitted by you in good faith in your capacity as a Trustee (other than pursuant to your negligence or wilful default) including pursuant to any instructions as described in 2 below and to pay all costs and expenses which you may incur in connection with any such actions, proceedings, claims or demands.
2. Not to give you any instructions or directions which are unlawful under the Trust Laws of Gibraltar or any other place having jurisdiction over the Trust or applicable in the place where such instructions are to be performed.
3. That the obligations on my part herein contained shall be binding on my executors, administrators and successors in title.
4. That you will not be responsible in any way for any act or deed, matter or thing done or omitted or carried out by me in the name of, _____
irrespective of whether such act, deed, matter, or thing done or omitted has been carried out under the scope of any Power of Attorney granted in my favour or under my instructions in favour of any third party or whether such act or acts have been carried out directly by me or under my direction or instruction.
5. Castle Trust Group has a zero tolerance to bribery and corruption. We are committed to conducting business in a manner that complies with the UK Bribery Act 2010.

Terms and Conditions of Business

These Terms and Conditions set out the terms upon which the Company and/or Firm provides Services to its Clients.

1. Definitions

Client means the person or persons at whose request the Company and/or Firm is providing the services and which shall include

- For a partnership, a company or association, its beneficial owners and/or instigators;
- For an individual, the heirs, personal representatives and assigns;
- For more than one person jointly and severally, their survivor or survivors, heirs, personal representatives and assigns;
- For a company or other corporate body, its successors and assigns;
- For a trust, its instigators and/or its trustees;
- For a foundation, its founder, guardian, council members and regulated entity.

Company means Castle Trust & Management Services Limited (CTMS)

and/or any of its subsidiaries and/or the officers and employees of the Company and its subsidiaries.

Firm or CTMS means Castle Trust & Management Services Limited and/or the officers and employees of the Firm.

Engagement means the Services we provide by the Questionnaire.

Engagement Letter means the questionnaire and any attachments including these Terms and Conditions sent to the Client which sets out the basis of our contract with the Client and which constitutes the agreement between the Company and/or Firm and the Client.

Loss means any loss, damage, costs or interest.

Entity or Managed Entity means the Trust, Company, Foundation or other entity for which the services are provided by the Company and/or Firm.

Fees and Disbursements means the fees and disbursements of the Company and/or Firm in force from time to time.

Services means the services to be provided by the Company and/or Firm as specified in the Engagement Letter.

Terms and Conditions means the terms and conditions of the Company and/or Firm which are on force from time to time.

2. Confidentiality

All information not publicly available and provided by the Client to the Company and/or Firm is treated as strictly confidential and shall not be released or disclosed to any third party without the Client's permission unless:

- Required by law;
- Pursuant to Court Orders having legal effect in Gibraltar;
- Where the failure to make such disclosure would in our opinion be prejudicial to the Company and/or Firm.

3. Provision of Services

In providing the Services the Company and/or Firm does not hold itself out as having knowledge of the laws or regulations other than those applicable in Gibraltar and does not provide on matters relating to taxation in any jurisdiction. Castle Trust Group has a zero tolerance to bribery and corruption. We are committed to conducting business in a manner that complies with the UK Bribery Act 2010.

4. Due Diligence

The Company and/or Firm is required to operate anti-money laundering and other checks and procedures in respect of all aspects of the provision of the services and shall have the right to apply checks and procedures, including:

- Verification of Source of funds
- Verification of source of wealth;
- Verification of Identity and address;
- Verification of capacity to give instructions.

The Client's failure to provide this information and documentation shall entitle the Company and/or Firm to terminate or suspend the Services without responsibility or liability arising directly or indirectly as a result of such termination or suspension (see clause 10). Information and documentation provided to the Company and/or Firm may be subject to disclosure and production pursuant to Court Orders having legal effect in Gibraltar. The Company and/or Firm will not comply with Disclosure Orders from other jurisdictions unless they are confirmed by the Courts in Gibraltar. By providing such information and documentation, the Client will be taken to have consented to the onward disclosure of such information to third parties where appropriate.

5. Communication

The Company's and/or Firm's communication to the Client will be by letter, fax, email or telephone at the address stated in the Questionnaire or at any other address or number later notified to the Company and/or Firm. The Company and/or Firm do not encrypt messages and cannot guarantee the security of any transmission by electronic means. If the Client does not wish to receive communication by any particular method, the Client shall instruct the Company and/or Firm in writing accordingly. The Company and/or Firm reserve the right to record telephone calls. The Client's communication to the Company and/or Firm can be verbal, by letter, fax, email or telephone. The

Castle Trust & Management Services Limited, 932 Europort, Gibraltar

(v2 060616)

Company and/or Firm require that any instructions from the Client regarding the services will be confirmed in writing before action can be taken, unless otherwise agreed.

6. Remuneration

As remuneration for the provision of the Services in accordance with the Engagement Letter, the Company and/or Firm shall be entitled to receive from the Client such fees and in such a manner as agreed.

The Company and/or firm reserve the right to deduct such fees and expenses from any of the Client's funds of the Trust. The Company and/or Firm may from time to time require confirmation of the Client's ability to fund a transaction. In the event that fees or disbursements remain outstanding, the Company and/or Firm may require payment before any further work is carried out.

All fees and disbursements shall be due for settlement within 30 days of the invoice date, and in the event that any such fees or disbursements remain outstanding for more than 30 days, the person (s) or their respective heirs personal representatives and assigns at whose request the Company and/or Firm is providing the services shall become personally responsible therefore.

The Company and/or Firm reserve the right to charge interest on any overdue amount at 1% per month. Where any fees remain outstanding for more than 90 days the Company and/or Firm reserves the right to cease providing the services until all outstanding fees and interest have been settled and an amount has been received on account for future fees. By ceasing to provide the services, correspondence addressed to the managed entity will remain unanswered and any action required to be undertaken on the Client's behalf or on behalf of the managed entity will not be carried out.

This will be based on the assumption that the Company and/or Firm have timely access to the information required to complete the Engagement in a cost effective manner. The Company and/or Firm will advise the Client of delays or unexpected problems as they arise. This does not indicate a commitment to a fixed fee or a fixed timescale.

7. Commissions and interest

Save as otherwise agreed, the Company and/or Firm will be entitled to retain any commissions or other payments customarily or by usage, payable as a result of transaction entered into for the account of the Client or the Managed Entity.

In the rare occasions where payments are received into the Company and/or Firm's pooled 'clients account' no interest will be paid in respect of any balances maintained in the said pooled account.

8. Liability

The Company and/or firm will perform the services with reasonable skill and care and acknowledge that the Company and/or Firm will only be liable for any loss or damage caused by its negligence, breach of contract, fraud or wilful default, subject as follows:

- The Company and/or Firm will not be liable if such loss is due to the provision of false, misleading or incomplete information or documentation or due to the acts or omissions of any person other than the Company and/or Firm.

9. Client Responsibilities

It is the Client's responsibility:

- To provide the Company and/or Firm with complete, accurate and timely instructions or information relevant to the Company's and/or firm's Engagement.
- The Company and/or firm will not be responsible for any consequences that may arise from the Client's failure to do so.
- To ensure that assets introduced to the Company and/or Firm or to the Managed Entity have been or will be lawfully introduced and are not derived from or otherwise connected with illegal activity.
- Not to give the Company and/or Firm instructions which will require or involve any unlawful act or contain falsehood and that all information given will be accurate and not misleading.
- To keep the Company and/or Firm adequately informed as to all business to be transacted in the Client's name or the accounts of the Client or the Managed Entity.
- To use to their best endeavours to ensure that the Managed Entity is run in a proper and business-like manner and complies with all applicable laws and regulations.
- To enable compliance with all filing requirements in any applicable jurisdiction and that all taxes and government dues payable by the Managed Entity is discharged where the Services include the provision of officers not to take any action nor enter into contracts without the consent of the Company.

- To hold the Company and/or Firm harmless at all times.
- To indemnify the Company and/or Firm to the extent permitted by law against all actions, suits proceedings, claims, demands, costs, expenses and liabilities whatsoever which may arise or accrue or be taken, commenced, made or sought from or against the Company and/or Firm in connection with the Client or the Managed Entity arising from the provision of the Services other than liabilities arising from the Company's and/or Firm's fraud, wilful misconduct or gross negligence. This indemnity shall continue in force without limit in time and without prejudice to any other indemnity in favour of the Company and/or Firm.

10. Termination

The Company and/or Firm strives to provide a comprehensive and professional service to our Clients. It is important that there remains at all times the utmost good faith between the parties. The Company and/or Firm reserve the right to terminate the Services upon one month's notice from the Company and/or Firm to the Client or immediately upon written notice to the Client if the Company and/or Firm consider that:

- The Client or Managed Entity is insolvent, liable to be declared bankrupt, subject to a creditors' winding up or any equivalent or similar procedure in any jurisdiction.
- The Client is in breach of the Terms and Conditions and/or the Engagement Letter.
- There has been a change in the beneficial ownership of the Managed Entity.
- The Client is charged with a criminal offence involving dishonesty or is or has been the subject of any criminal judicial or regulatory investigation in any jurisdiction.
- The Client failed to supply anti-money laundering information or documentation that the Company and/or Firm requires, or the information supplied is false or misleading.
- There is a conflict of interest.
- The Company and/or Firm's fees have remained unpaid in whole or part for more than 90 days after the Date of invoice.
- The Client may terminate the Services upon one month's written notice to the Company and/or Firm.
- Immediately upon termination of the Services for any reason the Client shall provide the Company and/or Firm with details of the transferee to whom any documentation is to be sent and of any officers to be appointed. In the event of this information not being provided the Company reserves the right to:
 - ❖ Arrange the resignation of directors and officers provided by the Company without appointment of successors.
 - ❖ Withdraw from providing Registered Office services and advise the Registrar of Gibraltar Companies accordingly.
 - ❖ Transfer any shareholdings held by Nominees provided by the Company into the Client's name.
 - ❖ Charge for any work and time expended in the transfer of the Client's business.

11. Data Protection

The Company and/or Firm is registered as a holder of personal data in relation to our Clients and contacts under the Data Protection Act 2004. Any person may at any time request a copy of personal data which we hold about them.

12. Services Provided to other Clients

The Company and/or Firm may be in a position where it is providing Services to other Clients which may be regarded as giving rise to a conflict of interest. Where the Company and/or Firm becomes or is made aware of such circumstances and where the interests of the Company and/or Firm and the Client can properly be safeguarded, procedures will be discussed and agreed in order to preserve confidentiality and ensure that the advice and opinions received from the relevant entities are independent.

13. Variation

The Company and/or firm reserve the right to vary these Terms and Conditions from time to time including during the course of provision of the Services. The Company and/or firm shall use reasonable efforts to draw to the Client's attention such variations.

14. Complaints

If at any time the Client would like to discuss with the Company and/or Firm how the Services could be improved or if the Client is dissatisfied with any aspect of the Services they are receiving, the Client should in the first instance contact their relationship manager, who will undertake to look into and resolve any issue promptly and carefully. In the event that the Client remains dissatisfied, then please refer the matter to the Compliance Officer. Our standard timescales to resolve such matters are; acknowledgment in writing within 2 weeks and a final written response or a detailed update within 3 months

15. Jurisdiction

These Terms and Conditions and the provision of Services shall be governed by and construed in accordance with Gibraltar Law and Financial Services Commission of Gibraltar.

END OF DOCUMENT

Castle Trust & Management Services Limited, 932 Europort, Gibraltar

(v2 060616)