OVERSEAS
TRUST & PENSION

Application Form

- **Aegis International Trust ("Aegis")**

CHECKLIST

Before sending us this Application Form, please complete the checklist below. Providing complete information is essential for us to proceed with prompt processing of your Application Form.

☐ You have fully completed all relevant sections of the Application Form.

☐ Your Financial Adviser has completed all relevant sections of the Application Form.

☐ You have been provided with written information of all fees, expenses and running costs of your Trust by your Financial Adviser.

☐ You have signed and attached a copy of the relevant Fee Schedule or letter confirming the fees.

The following documents must be included with the Application Form, without these (where applicable) your application will not be processed:

☐ Investment Application Forms (for investment co., life company, Fund Platform).

☐ Completed Customer Due Diligence form together with suitably certified documentary proof of identity and address.

IMPORTANT INFORMATION

Aegis International Trust ("Aegis") is subject to and interpreted in accordance with the Trust Instrument and Laws of the Island of Guernsey.

This form must be read with the relevant Trust Instrument. If there is any conflict or inconsistency between the form and the Trust Instrument, the Trust Instrument will prevail.

Overseas Trust and Pension Limited is licensed by the Guernsey Financial Services Commission under the Regulation of Fiduciaries, Administration Businesses and Company Directors, etc (Bailiwick of Guernsey) Law, 2020. Overseas Trust and Pension Limited is registered in Guernsey with company number 55506. Its registered office is Lefebvre Court, Third Floor, Block B, Lefebvre Street, St Peter Port, Guernsey, GY1 2JP.

Overseas Trust and Pension Limited is an authorised financial services provider in terms of the South African Financial Advisory and Intermediary Services Act ("FAIS") and is regulated by the Financial Sector Conduct Authority ("FSCA") of South Africa. FSP number 47261.

It does not offer financial, investment or tax advice, any information provided should not be considered as such. Overseas Trust and Pension Limited accepts no legal liability for losses, damages or expenses which you may incur or suffer directly or indirectly by using this information.

We endeavour to make sure the information is accurate and up-to-date however, no warranty is given as to the accuracy or completeness of any information and no liability is accepted for any errors or omissions in such information.

We strongly recommend that clients take regulated financial and investment advice relevant to their individual circumstances. It is the responsibility of clients and their advisers to review the advice and investments at least annually. The product terms, risks and charges (including: initial, annual and exit) should be considered, understood and agreed with your Financial/Investment Adviser.

Past performance is not a reliable indicator of future results. Investment values and the income from them can go down as well as up and may be affected by changes in rates of exchange. An investor may not receive back the amount initially invested.

Data Privacy Statement: Please refer to our Data Privacy Policy published on Overseas Trust and Pension Limited's website: www.trustandpension.com/legal-and-regulatory

Section 1 - Settlor Details

A. SETTLOR

Title (e.g. Mr/Mrs/Miss/Ms/Dr/Other) | First Name

Middle Names

Surname

Maiden Name | Previous or Other Names Used

Date of Birth (dd mm yy)

Please complete and submit a Customer Due Diligence Form along with this Application Form.

B. JOINT SETTLOR

Title (e.g. Mr/Mrs/Miss/Ms/Dr/Other) | First Name

Middle Names

Surname

Maiden Name | Previous or Other Names Used

Date of Birth (dd mm yy)

Please complete and submit a Customer Due Diligence Form along with this Application Form.

Section 2 - Trust Details

A. TRUST NAME ("THE TRUST")

Please insert your preferred choice of name for the Trust, as well as an alternative name. If you have an existing Trust for which you wish to appoint OTAP as the Trustee, please add the name below.

Name (First Choice)

Name (Second Choice)

Name of Existing Trust (Where Applicable)

B. RATIONALE FOR USING OVERSEAS TRUST AND PENSION LIMITED ("OTAP")

Regulations require OTAP to understand the reason(s) why Applicants wish to establish a Guernsey-based Trust, arrangement, particularly where the Settlor is resident in or connected to another jurisdiction.

Please provide a detailed explanation of why you have chosen OTAP and Guernsey, rather than using a Trustee or Service Provider in your home jurisdiction or another jurisdiction available to you. This explanation will assist OTAP in understanding the cross-border rationale for the relationship.

Please Note: Your answer needs to be explanatory and should not consist of simple phrases such as "International Provider", "asset protection" or "Guernsey Trust".

For guidance, please speak to your Financial Adviser, Legal Adviser or Tax Adviser, if you have one, who will be able to assist you. Alternatively, you may contact the Trust Department at trust@trustandpension.com.

C. RATIONALE FOR SETTING UP THE TRUST

Regulations require OTAP to understand the purpose of the Trust, including what the Settlor intends the Trust to achieve and the intended outcomes for the Beneficiaries.

Please provide a detailed explanation of the reasons for establishing the Trust itself, including the personal, family, succession, estate-planning, asset-holding or other objectives that the Trust is intended to support. The explanation provided should be consistent with any record of advice, suitability report, legal advice, or tax advice received in connection with the proposed Trust.

Please Note: Your answer needs to be explanatory and should not consist of simple phrases such as "succession planning", "tax planning" or "family wealth planning".

For guidance, please speak to your Financial Adviser, Legal Adviser or Tax Adviser, if you have one, who will be able to assist you. Alternatively, you may contact the Trust Department at trust@trustandpension.com.

D. REVOCABLE OR IRREVOCABLE TRUST STATUS

Under Aegis, the default position is that the Trust will be established as Irrevocable unless a Revocable structure is specifically requested and approved.

Please indicate your preference below:

☐ **Irrevocable Trust (Default Option)**

The Trust will be established as irrevocable and may not be revoked by the Settlor once established, subject to the provisions of the Trust Instrument.

☐ **Revocable Trust (By Exception Only)**

I/we request that the Trust be established as revocable.

Important Requirements - Revocable Trust Requests

Where a Revocable Trust is requested:

1. The request must be supported by formal legal or tax advice confirming the rationale for establishing the Trust on a revocable basis.
2. An adviser suitability report or advice record alone will not be accepted for this purpose.
3. Overseas Trust and Pension Limited ("OTAP") reserves the right, at its sole discretion, to approve or decline the request for a revocable structure.

E. REQUIRED METHOD OF COMMUNICATION

Please tick the appropriate box below

☐ Settlor

☐ Protector

☐ Via Your Reserved Adviser or Financial Adviser

☐ Other

Important Note: If no option is selected above, our method of communication will default to the Settlor.

F. NOMINATION OF REPORTING AND BENEFIT CURRENCY

Please nominate the base currency of your Trust. The nominated currency will be the currency in which we value the Trust assets and liabilities, and will represent the currency in which we deduct fees and report.

If your investment currency differs from your nominated reporting currency, OTAP will not be responsible for any

I wish to establish my Trust in:

☐ Sterling £ ☐ US Dollars $ ☐ Euros €

G. ATTITUDE TO INVESTMENT RISK

Please indicate the Investment Strategy for the Trust Fund, based on your attitude to risk, which you wish the Trustees to consider

I consider my attitude towards investment risk as:

☐ **Cautious**

This level of investment risk is characterised by a low level of risk tolerance. Conservative investments are typically considered to have a low probability of loss and fluctuation but also offer relatively lower returns. The focus is on preserving capital.

☐ **Moderately Cautious**

Moderately conservative investments carry a slightly higher level of risk compared to conservative investments. While still aiming to protect capital, these investments may include a slightly higher allocation to assets that offer moderate growth potential.

☐ **Moderate / Balanced**

A balanced or moderate level of investment risk is characterised by a moderate risk tolerance. Investments at this level typically involve a mix of conservative and growth-oriented assets with a moderate risk of fluctuation and loss to capital. The aim is to strike balance between risk and reward.

☐ **Moderately Aggressive**

Moderately aggressive investments have a higher level of risk tolerance. They involve a greater allocation to growth -oriented assets such as stocks or equity funds, which may offer higher returns, but also a greater potential for the fluctuation and loss of capital.

☐ **Aggressive**

This level of investment risk is associated with a high risk tolerance. Aggressive investments are focused on seeking substantial growth, often through high allocations to stocks or other high-risk assets. While they offer potential for

Please detail in your own words the Investment Objectives for the Trust Fund which you would wish the Trustees to consider:

Section 3 - Settlement of Trust Assets

A. DETAILS OF PROPERTY TO BE SETTLED

The Trust is established by way of declaration of Trust, and assets may be settled into the Trust as Trust Property subject to acceptance by the Trustee and the terms of the Trust Instrument.

"Settlement", "settled", or "settle" means the transfer, assignment, contribution, designation, or other addition of assets to the Trust as Trust property, whether at establishment or subsequently, and does not alter the fact that the Trust is constituted by declaration of Trust.

Please provide details of the property that will be used to establish and fund the Trust ("Trust Property").

Nature of Settlement

Please select all that apply:

☐ Personal assets of the Settlor

☐ Estate or Testamentary Arrangement

☐ Pension/Retirement or Insurance Death Benefit

☐ Distribution from an Existing Trust or Foundation

☐ Other (please specify) _____

B. ASSET INFORMATION

Please indicate the category of asset(s) to be used to fund the Trust.

Nature of Transfer	Amount/Value	Name of Account/Policy Issuer
☐ Cash Contribution	£ / € / US$	
☐ Loan	£ / € / US$	
☐ Investment Transfer	£ / € / US$	
☐ Life Bond/Policy Assignment	£ / € / US$	
Total Value of Expected Transfer	£ / € / US$	

Loan documentation will be sent out to the Applicant as part of the Trust establishment process.

Where a currency exchange is required, the applicable rate will be the rate at the date that the transaction took place.

We provide access to a Foreign Exchange (FX) service for payments, contributions and investments which offer competitive FX rates, due to our institutional scale. As a client, you will automatically benefit from these savings where currency transactions are undertaken by us. Please let us know if we can assist with any FX requirements including forward pricing.

FX required?

☐ Yes ☐ No

Details _____

Do you expect to make the settlement in multiple payments over a period of time?

☐ Yes ☐ No

If you answered yes to the previous question, please provide further details below.

C. POUR OVER OF ASSETS

Assets may be accepted from another Trust or foundation, either by way of distribution or full pour over, subject to review and acceptance.

Are any of the assets listed above being transferred from an existing arrangement?

☐ Yes - Pour Over Applies

☐ No - New Settlement Only

If you have selected yes, please complete *Section 3D* below.

Notes

1. The Trustee reserves the right to review and approve all assets prior to acceptance into the Trust.
2. Additional fees may apply where assets are transferred from another Trust or foundation or where non-standard assets are proposed.
3. Acceptance of assets is subject to onboarding, compliance and investment eligibility requirements.

D. DETAILS OF ASSETS FROM AN EXISTING TRUST

How many Trustees have there been of the previous Trust? _____

Which jurisdiction are the Trustees regulated in or resident in if an individual? _____

South African Trust transferring assets offshore (AIT approval process): If assets or funds are being transferred from a South African Trust to this Trust, was the required SARS Approval of International Transfers (AIT) process followed and any necessary approval obtained.

☐ Yes ☐ No

Offshore Trust settled by a South African individual (disclosure/regularisation): If the Offshore Trust was settled by a South African citizen or tax resident, has the Trust been disclosed to SARS under any applicable amnesty, voluntary disclosure, or regularisation programme?

☐ Yes ☐ No

E. DETAILS OF EXISTING TRUST - IF APPLICABLE

Please provide the Trust's jurisdiction, details of the current Trustees (names, roles, and contact details) below, and submit the Trust instrument, recent Trustees' minutes, and latest financial statements along with this Form.

Section 4 - Appointment of Reserved Adviser

I hereby appoint the following as the Reserved Adviser to the Trust

☐ Myself as the Settlor

☐ A Regulated Financial Institution

☐ A Regulated Professional Individual

If you have elected to appoint a Regulated Financial Institution as the Reserved Adviser, please complete ***A. Regulated Financial Institution*** below. If you have elected to appoint a Regulated Professional Individual as the Reserved Adviser, please complete ***B. Regulated Professional Individual*** below.

Note: These are appointed as per clauses 45.1, which always vest in the Settlor. Alternatively, as depicted in 45.1 of the Trust Instrument.

A. REGULATED FINANCIAL INSTITUTION

Name of Financial Institution

Address of Financial Institution

Post Code | Country

Telephone Number

Email Address

Regulator | Reference Number/Licence

B. REGULATED PROFESSIONAL INDIVIDUAL

Name of Professional Advisory Firm | Name of Professional Adviser

Full Address for Correspondence

Post Code | Country(ies) of operation

Contact Telephone | Contact Fax

Email Address

Regulator | Reference/Licence Number

C. RESERVED ADVISER DECLARATION

1. I/We confirm that I/we accept appointment as Reserved Adviser to the Trust and agree to act in accordance with the Trust Instrument, including Part D, Clauses 43 to 48 and Schedule 4.
2. I/We understand that my/our role is limited to the Investment Powers reserved to the Reserved Adviser and does not confer any right to exercise dispositive powers, Trustee powers, or powers reserved to the Protector, except where expressly provided in the Trust Instrument.
3. I/We understand that any Direction must be clear, complete, in writing or another approved format, and actually received by the Trustees or by a person authorised by the Trustees to receive Directions.
4. I/We understand that, where a Reserved Adviser is appointed, the investment powers are intended to be separated from the Trustee's role and that the Trustee should not substantively scrutinise, second-guess or monitor investment decisions, save for high-level safeguards and legal, regulatory, AML/CFT, sanctions, tax reporting and product-scope controls.
5. I/We acknowledge that I/we must not use any Investment Power to cause a direct or indirect gratuitous or undervalue distribution from the Trust Fund, to dispose of trust property for my/our own benefit, or to retain, borrow, use or otherwise benefit from the Trust Fund.
6. Unless I/we am/are the Settlor acting in a personal reserved-powers capacity expressly recognised by the Trust Instrument, I/we acknowledge that my/our powers as Reserved Adviser are fiduciary and must be exercised in furtherance of the interests of the Beneficiaries.
7. I/We confirm that I/we am/are appropriately authorised, licensed, regulated or otherwise permitted to provide the relevant services in each jurisdiction in which I/we act, unless I/we am/are acting solely as Settlor Reserved Adviser in a personal capacity and OTAP has accepted that basis.
8. I/We agree not to give any Direction that would knowingly cause the Trust to hold a non-permitted asset, breach OTAP's investment guidelines, create unauthorised leverage or security, breach sanctions, AML/CFT requirements, tax reporting obligations or any other restriction notified by the Trustees.
9. I/We will disclose to the Trustees any actual or potential conflict of interest, remuneration, commission, rebate, inducement or other benefit connected with the Trust, Trust Fund, underlying investments or any person connected with me/us.
10. I/We confirm that the information supplied in this form is accurate and complete and undertake to notify OTAP within 30 days of any material change.
11. I/We acknowledge that I/we may retire by written notice to the Trustees and may cease to act in the circumstances set out in the Trust Instrument.

Reserved Adviser to Sign and Date

Signature	Date
Print Name	Capacity

Section 5 - Appointment of Protector

A. PROTECTOR'S DETAILS

If the Protector is an Individual, please complete the section below.

Title (e.g. Mr/Mrs/Miss/Ms/Dr/Other)	First Names
Middle Names	
Surname	
Maiden Name	Previous or Other Names Used
Date of Birth	Nationality
Place of Birth	
Marital Status	Country of Residence (for tax purposes)
Permanent Residential Address	
Post Code	Country
Correspondence Address (if different from residential address)	
Post Code	Country
Home Telephone	Work Telephone
Mobile Telephone	Fax
Email Address	

- If multiple Protectors are to be appointed, please use additional sheets.

If the Protector is a Corporate Entity, please complete the section below.

Name of Corporate Entity	
Contact Name	
Full Address for Correspondence	
Post Code	Country(ies) of operation
Contact Telephone	Contact Fax
Email Address	

B. INTERNATIONAL REPORTING/TAX INFORMATION

This section applies to country/jurisdiction of residence for tax purposes and the related Taxpayer Identification Number or equivalent number ("TIN"). For the purposes of FATCA and the Guernsey Intergovernmental Agreements (IGAS) and the Common Reporting Standards (CRS).

Please complete the table on the next page indicating (i) where you are tax resident and (ii) your TIN for each country/jurisdiction indicated.

Countries/Jurisdictions adopting the wider approach may require that the self-certification include a tax identifying number for each country/jurisdiction of residence (rather than for each Reportable Jurisdiction).

If you are tax resident in more than three countries/jurisdictions, please use a separate sheet.

If a TIN is unavailable, please provide the appropriate reason **A, B** or **C where indicated below**:

Reason A - The country/jurisdiction where you are resident does not issue TINs to its residents.

Reason B - You are otherwise unable to obtain a TIN or equivalent number (Please explain why you are unable to obtain a TIN in the below table if you have selected this reason.

Reason C - No TIN is required (Note: Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction).

Country/Jurisdiction of Tax Residence	**TIN**	**If No TIN Is Available, Enter Reason A, B or C**

Please explain below why you are unable to obtain a TIN if you **selected Reason B** above.

Passport Details of the Protector

Where the Protector is an individual, please insert details of all passports

Passport Issuer	Passport Number
Passport Issuer	Passport Number
Passport Issuer	Passport Number

Where the Protector is a Corporate Entity, please click on this link to complete the Self-Certification for Corporate Entities Form.

C. PROTECTOR'S POWERS

Under the terms of the Trust Instrument, certain Trustee powers may require the prior or simultaneous written consent of the Protector where selected below.

Please indicate which powers you wish the Protector to hold by ticking the relevant boxes below. These powers will apply in accordance with Schedule 7 of the Trust Instrument.

- ☐ **Trustees' power to pay or apply capital - Clause 3.1.4**
- ☐ **Trustees' overriding power of appointment - Clause 5**
- ☐ **Power to add Beneficiaries - Clause 8**
- ☐ **Power to exclude Beneficiaries - Clause 9**
- ☐ **Power to Vary - Clause 13**
- ☐ **Power to change Proper Law - Clause 15.2**
- ☐ **Power to determine Trust Period**

Notes

1. Where selected above, the Trustees shall require the prior or simultaneous written consent of the Protector before exercising the relevant powers.
2. For the avoidance of doubt, the Protector's consent shall not be required for:
   - Trustees' power to pay or apply income or accumulate income - Clause 3; or
   - Trustees' power to rectify any instrument - Clause 13.
3. The Protectors' powers are fiduciary in nature unless otherwise stated in the Trust Instrument.

D. PROTECTOR DECLARATION

1. I/We accept appointment as Protector of the Trust and agree to act in accordance with the Trust Instrument.
2. I/We acknowledge that the Protector's powers are fiduciary in nature unless the Trust Instrument expressly provides otherwise.
3. I/We acknowledge that, where selected in Schedule 7 or the appointment documentation, the Trustees may require my/our prior or simultaneous written consent before exercising specified powers.
4. I/We acknowledge that appointment as Protector does not make me/us a Trustee, does not confer ownership of the Trust Fund, and does not give me/us authority to direct investments unless separately appointed as Reserved Adviser.
5. I/We confirm that I/we am/are not a Trustee and not a person connected with a Trustee, unless this has been fully disclosed to and accepted by OTAP following legal/compliance review.
6. I/We will disclose any conflict of interest, remuneration, commission, rebate, benefit or other interest connected with the Trust or Trust Fund.
7. I/We acknowledge that OTAP may disclose information reasonably required for me/us to perform Protector functions and that such information must be treated as confidential.
8. I/We will notify OTAP in writing if I/we wish to retire, become unable to act, cease to be authorised to act, become insolvent, are dissolved, or otherwise become unsuitable to continue acting.
9. I/We confirm that all information provided for customer due diligence (CDD), tax self-certification, sanctions screening and appointment purposes is accurate and complete and undertake to notify OTAP within 30 days of any material change.

Protector to Sign and Date

Signature _____ Date _____

Print Name _____ Capacity _____

Section 6 - Investment Fees

Investing via a choice of discretionary investment management accounts, investment platforms, listed equity, life company bonds, universal life policies, and collective investment funds.

This section needs to be completed by the Financial Adviser in respect of all charges. All OTAP fees are disclosed in the Aegis International Trust Fee Schedule.

Please complete the following table in respect of the bond being used within the Trust.

Investment Bond

Policy Charge _____ % Administration Charge £ / € / US$ _____ P.Q.

Period _____

Discretionary Asset Manager

Name of investment management firm _____

Investment Management Charge – If applicable please complete the below

Management charge _____ % Or £ / € / US$ _____

Custody charge _____ % Or £ / € / US$ _____

Dealing charge _____ % Or £ / € / US$ _____

If a Platform or Custodian is to be used either separately or as part of the either a Bond or Discretionary Asset Management arrangement, please detail the charges as applicable below.

Please name the Platform or Custodian to be used _____

Custody charge _____ % Or £ / € / US$ _____

Dealing charge _____ % Or £ / € / US$ _____

If you are charging for advice and these charges are not already covered in the above section, please provide details below.

Initial advice _____ % Or £ / € / US$ _____

On-going advice _____ % Or £ / € / US$ _____

Section 7 - Beneficiaries

A. BENEFICIARY SELECTION

The Trust allows the Trustees to consider a range of individuals or classes of persons when exercising their discretion. You may name specific Beneficiaries and/or select a defined class of Beneficiaries.

Beneficiaries must be clearly identifiable. Named Beneficiaries will be recorded in the Trust Instrument and may be subject to Customer Due Diligence requirements where applicable.

Please complete the relevant sections below.

B. NAMED BENEFICIARIES

You may name individuals who you wish the Trustees to consider as Beneficiaries of the Trust. OTAP will give due consideration to these wishes in line with the Trust Instrument and any Letter of Wishes provided. Please ensure when completing this section that your nominations add up to a total of 100%.

1. Title (e.g. Mr/Mrs/Miss/Ms/Dr/Other) | First Name

Middle Names

Surname

Maiden Name | Previous or Other Names Used

Residential Address

Post Code | Country

Home Telephone | Mobile Telephone

Email Address | Date of Birth (dd mm yy)

Beneficiary's Relationship to Member | Percentage of Distribution %

Passport Number | Passport Issuer

Nationality | National ID Number

Is the above-mentioned Nominated Beneficiary a Primary or Contingent Beneficiary? ☐ Primary ☐ Contingent

2. Title (e.g. Mr/Mrs/Miss/Ms/Dr/Other) | First Name

Middle Names

Surname

Maiden Name | Previous or Other Names Used

Residential Address

Post Code | Country

Home Telephone | Mobile Telephone

Email Address | Date of Birth (dd mm yy)

Beneficiary's Relationship to Member | Percentage of Distribution %

Passport Number | Passport Issuer

Nationality | National ID Number

Is the above-mentioned Nominated Beneficiary a Primary or Contingent Beneficiary? ☐ Primary ☐ Contingent

3. Title (e.g. Mr/Mrs/Miss/Ms/Dr/Other)	First Name
Middle Names	
Surname	
Maiden Name	Previous or Other Names Used
Residential Address	
Post Code	Country
Home Telephone	Mobile Telephone
Email Address	Date of Birth (dd mm yy)
Beneficiary's Relationship to Member	Percentage of Distribution %
Passport Number	Passport Issuer
Nationality	National ID Number
Is the above-mentioned Nominated Beneficiary a Primary or Contingent Beneficiary?	☐ Primary ☐ Contingent

Notes

1. Contingent Beneficiaries should be considered after the death of the Primary Beneficiaries.
2. If there is insufficient space on the Form to provide details of all the Beneficiaries that you wish to nominate, please complete the details on a separate page, then sign and attach to this Form.
3. You may change your Beneficiaries at any time by submitting a written request to the Trustee and Plan Administrator.
4. Any specific requests should be provided under separate written cover in the form of a 'Letter of Wishes' addressed to the Trustee and Plan Administrator.

C. CLASS OF BENEFICIARY (OPTIONAL SELECTION)

Where appropriate, you may select one of the Beneficiary classes below.

For operational consistency, bespoke wording cannot be accepted. Further guidance or preferences should be provided separately in a Letter of Wishes, including Members who form part of the class.

Please tick **ONE** option where applicable.

☐ **Option A - Settlor Excluded**

If the Settlor is to be excluded from the Class of Beneficiary, please tick the box above.

☐ **Option B - Settlor and Bloodline**

"The Beneficiaries shall be the Settlor, the Children of the Settlor, and their Issue."

☐ **Option C - Family Class**

"The Beneficiaries shall be the Settlor, the Spouse or Civil Partner of the Settlor, the Children of the Settlor, and their Issue."

☐ **Option D - Wider Family Class**

"The Beneficiaries shall be the Settlor, the Spouse or Civil Partner of the Settlor, the Children of the Settlor, their Issue, the parents of the Settlor, the siblings of the Settlor, and the Issue of such siblings."

Notes

1. Under the Trust, Beneficiaries do not have fixed entitlements. Any distributions remain at the Trustees' discretion in accordance with the Trust Instrument.
2. Where a Beneficiary is specifically named or becomes entitled to benefit, Customer Due Diligence may be required prior to distribution.
3. You may amend the list of Beneficiaries at any time by submitting written instructions to the Trustee.
4. Any specific distribution wishes or guidance should be provided separately in a Letter of Wishes, which is non-binding but assists the Trustees when exercising their discretion.

Section 8 - Excluded Persons

A. EXCLUSION OF PERSONS FROM BENEFITTING UNDER THE TRUST

The Trust allows the Settlor to specify individuals who must not benefit from the Trust. Any person listed in this section will be treated as an Excluded Person and will not be considered a Beneficiary of the Trust unless formally amended in accordance with the Trust Instrument.

Please complete this section only if there are individuals whom you wish to expressly exclude.

Excluded Person 1

Title (e.g. Mr/Mrs/Miss/Ms/Dr/Other)	First Name
Middle Names	
Surname	
Maiden Name	Previous or Other Names Used
Date of Birth (dd mm yy)	Relationship to Settlor
Residential Address	
Post Code	Country
Reason for Exclusion (Optional)	

Excluded Person 2

Title (e.g. Mr/Mrs/Miss/Ms/Dr/Other)	First Name
Middle Names	
Surname	
Maiden Name	Previous or Other Names Used
Date of Birth (dd mm yy)	Relationship to Settlor
Residential Address	
Post Code	Country
Reason for Exclusion (Optional)	

Excluded Person 3

Title (e.g. Mr/Mrs/Miss/Ms/Dr/Other) | First Name

Middle Names

Surname

Maiden Name | Previous or Other Names Used

Date of Birth (dd mm yy) | Relationship to Settlor

Residential Address

Post Code | Country

Reason for Exclusion (Optional)

Notes

1. An Excluded Person will not be entitled to receive any benefit, distribution, loan or appointment from the Trust while their exclusion remains in effect.
2. The exclusion applies regardless of whether the person would otherwise fall within a named Beneficiary or Beneficiary Class.
3. Any amendment or removal of an Excluded Person must be made in accordance with the Trust Instrument and may require Trustee and/or Protector consent where applicable.
4. If no persons are listed in this section, it will be assumed that no exclusions are intended at establishment.

Section 9 - Professional Adviser Appointment

This is the person who is giving you financial planning/tax advice regarding your Trust. Please enter the details of your Professional Adviser below.

Name of Professional Advisory Firm | Name of Professional Adviser

Full Address for Correspondence

Post Code | Country(ies) of operation

Contact Telephone | Contact Fax

Email

Broker Code (Internal Use Only)

Professional Adviser Declaration (This section is to be completed and signed by your Financial Adviser, Tax Adviser or Lawyer)

1. I confirm that I have arranged or provided appropriate financial and tax advice with regards to the suitability of the Trust.
2. I confirm that I am suitably qualified and regulated to give financial advice to the Applicant in their country of residence and confirm that the Trust and investment options are appropriate to the Applicant.
3. I confirm that I have carried out the required analysis of the Applicant's circumstances, attitudes and objectives and have satisfied myself that the Trust is appropriate for the Applicant.
4. I confirm that I have fully explained the key features, all costs and risks associated with the Trust and the applicant has confirmed his/her full understanding of the implications of entering into the Trust. I have also explained to the applicant (who has confirmed to me that he/she has understood) that any OTAP branded tax information sheets provided to the applicant are not to be relied upon by the applicant in deciding whether to establish the Trust and are of a generic nature only.

Professional Adviser to Sign and Date

Signature

Print Name | Date

Section 10 - Applicant's Declaration

This section is to be completed and signed by the Settlor(s).

1. I/We apply to establish the Trust and agree that, if the application is accepted, the Trust will be governed by the Trust Instrument and its Schedules.
2. I/We understand and accept the terms of the Trust and acknowledge that, if there is any conflict between this Application Form and the Trust Instrument, the Trust Instrument will prevail.
3. I/We understand and agree that OTAP does not provide legal, tax, financial or investment advice. I/We am/are responsible for obtaining appropriate independent professional advice regarding the establishment of the Trust, the transfer of assets to the Trust, the appointment of any Protector or Reserved Adviser, and the investments held by the Trust.
4. I/We may request the appointment of a Protector and/or a Reserved Adviser, subject to the Trust Instrument and OTAP acceptance. The Protector's role is to hold selected consent powers where specified in Schedule 7. The Reserved Adviser's role is to hold and exercise Investment Powers under Part D/Clause 43 by giving Directions to the Trustees.
5. Where a Reserved Adviser is appointed, OTAP does not provide investment advice and, subject to the Trust Instrument, will act on lawful Directions relating to the Trust's investments. OTAP retains responsibility for Trustee administration, fiduciary oversight, AML/CFT, sanctions, tax reporting and compliance controls.
6. If no Reserved Adviser is appointed, or if the Reserved Adviser's powers vest in the Trustees under Clause 43.7, the Trustees may exercise the relevant Investment Powers in accordance with the Trust Instrument and OTAP's investment governance arrangements.
7. I/We confirm that I/we have received and considered the executive summary of the Trust Instrument, fee schedule, key product information and the relevant investment information, and have had the opportunity to obtain independent legal, tax, financial and investment advice before applying to establish the Trust. I/We acknowledge that, following acceptance of the application and establishment of the Trust, a copy of the executed Trust Instrument will be provided to us.
8. I/We confirm that all assets transferred to the Trust are from legitimate sources and do not represent the proceeds of criminal conduct, tax evasion, bribery, corruption, terrorist financing, sanctions evasion or any other financial crime.
9. I/We confirm that OTAP is not responsible for my/our tax affairs or those of any Protector, Reserved Adviser, Beneficiary or other connected person. I/We acknowledge that tax obligations may arise in more than one jurisdiction and that appropriate professional advice should be obtained before establishment, funding, distribution, loan, transfer, variation or termination.
10. I/We confirm that I/we have been provided with written information regarding OTAP's fees, expenses and running costs for the Trust, together with available information on third-party investment, platform, life policy, adviser, custody, dealing, initial, annual, performance, redemption and exit charges where applicable.
11. I/We undertake to advise OTAP promptly of any circumstances that cause information supplied to become incorrect or incomplete and to provide updated information within 30 days of such change.
12. I/We acknowledge that OTAP may be required to share information with the Guernsey tax authorities, regulators, law enforcement agencies, group companies, delegates and service providers where required or permitted by law, regulation or OTAP policy.
13. I/We confirm that all information provided in connection with this application is, to the best of my/our knowledge and belief, accurate and complete.

14. I/We confirm that I/we am/are of legal age and capacity, have willingly entered into this application, and have taken legal advice or freely declined to do so.
15. I/We consent to the electronic provision of information in respect of my/our relationship with the Trust, including by secure email, website, client portal or other online facility made available by OTAP.
16. I/We acknowledge that I/we have access to OTAP's complaints procedure and data privacy information, which is available via www.trustandpension.com.
17. If my/our application is approved, and the Trust is established or prepared for establishment, but I/we do not fund the Trust within the period specified in the fee schedule or onboarding correspondence, I/we acknowledge that OTAP's establishment fees and any applicable activity, annual or time-costed fees may become payable by me/us personally in accordance with the signed fee schedule and OTAP's written terms.
18. **I/We agree that Trust cash may be held in a pooled account in accordance with OTAP's Client Money Policy, the Trust Instrument and applicable GFSC fiduciary rules and guidance.**
19. So far as permitted by applicable law and the Trust Instrument, I/we agree to indemnify OTAP, its delegates, officers, employees, successors and assigns against losses or liabilities arising from incomplete, inaccurate or misleading information supplied by me/us, from instructions given by persons authorised by me/us, or from the acts or omissions of any adviser, Reserved Adviser, investment manager, custodian or other third party appointed or selected in connection with the Trust, except to the extent caused by OTAP's fraud, wilful misconduct, gross negligence or breach of non-excludable duty.

Settlor(s) to Sign and Date

Settlor A to Sign and Date

Signature of Applicant

Print Name | Date

Settlor B to Sign and Date

Signature of Applicant

Print Name | Date