

FIDUCIARY SERVICES

TRUST REQUEST FORM
(for completion by persons wishing to establish a trust)

Further to our conversations, I/we (“the Settlor”) should be obliged if Cayman National Bank and Trust Company (Isle of Man) Limited (“Cayman National”) would arrange on my/our behalf for an Isle of Man trust (“the Trust”) to be established with the name as set out below.

The first Trustee is to be Cayman National Bank and Trust Company (Isle of Man) Limited, 4-8 Hope Street, Douglas, Isle of Man, IM1 1AQ

INFORMATION REQUIRED FOR THE FORMATION OF AN ISLE OF MAN TRUST

1. What is the proposed name of the Trust?
2. The Trust is to be a Settlement/ Declaration of Trust (delete or indicate as appropriate)
3. The Trust is to be Discretionary / Interest in Possession / Combination / Accumulation and Maintenance/ Purpose Trust (delete or indicate as appropriate)
4. What is the reason for forming the Trust?

5. What are to be the initial assets of the Trust?

6. What is the source of assets to be settled? (i.e. investment, income, borrowing)

7. What is the amount of the Initial Trust Fund?

8. Where the source is from existing investments, please give details of the holdings, including when purchased and indicate the value of the Settlor's overall portfolio.

9. Where the source is from income, please give a breakdown of the Settlor's annual earnings from all sources.

10. Please provide the following information about the Settlor:

Name:	
Address:	
Date of birth:	
Nationality:	Domicile:
Passport Country:	Number:
Tel:	Fax:
Email address:	

11 a) If the Settlor is a corporate body, who are the current directors and shareholders and are there any holding companies and subsidiaries? Please give details:

b) What is the registered office address?

12. If a protector is to be used, please give details:

Name:

Address:

Date of birth:

Nationality:

Passport Country:

Tel:

Email address:

Domicile:

Number:

Fax:

13. Please give details of investment advisor (if applicable).

Name:

Address:

Tel:

Fax:

14. Please give details of professional advisor (if applicable – continue on a separate sheet if required).

Name:	
Address:	
Tel:	Fax:

15. (a) The Trustee should take into account tax planning considerations in the following jurisdiction(s) in carrying out its duties as Trustee, and I/we recognise that the Trustee may wish to take its own professional advice in such jurisdiction(s) in which case I/we understand that any professional fees, costs and out of pocket expenses will be debited to the Trust Fund.

or

(b) The Trust has not been established by reference to the law of any particular tax regime and the Settlor does not expect the Trustee to take into account such tax regime.

16. Please give details of beneficiaries (please continue on another sheet if necessary).

Name:	
Address:	
Date of birth:	
Nationality:	Domicile:
Passport Country:	Number:
Tel:	Fax:
Email address:	

Name:
Address:

Date of birth:
Nationality: Domicile:
Passport Country: Number:
Tel: Fax:
Email address:

Name:
Address:

Date of birth:
Nationality: Domicile:
Passport Country: Number:
Tel: Fax:
Email address:

17. Are the beneficiaries to be named in the trust deed?

- a. Yes No

18. Residents for the time being of the Isle of Man shall be excluded from benefit. Please specify any other persons or classes of person to be excluded from benefit (insert name and address).

Name:

Address:

Date of birth:

Nationality:

Domicile:

Name:

Address:

Date of birth:

Nationality:

Domicile:

19. The ultimate residuary beneficiary / recipient of funds (in the case of a Purpose Trust) is to be (please state name and address of person or charity which is to benefit).

Name:

Address:

20. Please nominate the currency in which all Trustee reports should be denominated.

21. Please provide the name and address of a banker and one other professional, or alternatively two professionals (lawyer, accountant etc) to whom we may apply for references in respect of the Settlor.

Name:
Address:
Contact Name:
Tel:
Fax:

Name:
Address:
Contact Name:
Tel:
Fax:

22. Please provide a photocopy of the passport of the Settlor, if applicable the Protector and all Beneficiaries (where passports are unavailable, birth certificates should be provided) certified by a qualified professional, stating his/her full name and capacity, contact telephone number and the date when certified in the following terms:

"I certify that this is a true copy of the original passport (birth certificate) of (insert full name) and that the photograph thereon is a true likeness of (insert full name)".

Important Note:

Potential clients are recommended to take professional legal and taxation advice relevant to their personal circumstances and to their own jurisdiction prior to commencing any form of business relationship with Cayman National. Cayman National does not provide such advice directly but can assist clients to obtain independent professional advice if necessary. Where formal advice or opinion has been received in relation to the proposed arrangements, a copy of such advice should be provided to Cayman National.

Cayman National Bank and Trust Company applies strict "know your customer" checks and procedures in accordance with all relevant regulatory and anti-money laundering legislation and codes.

Accordingly, professional references along with independently certified copies of identification documents (as detailed above) are required for all new clients. A detailed understanding of the purpose and background to the establishment of any offshore structure is required (as detailed above) along with documentary support for all major transactions.

Cayman National reserves the right to request any additional detailed documentation it considers necessary to determine the bona fides of any transaction. Failure by a client to provide adequate supporting documentation in respect of any significant transaction may result in the relationship being closed and appropriate reports filed with the relevant regulatory and anti-money laundering authorities.

DECLARATIONS:

This declaration must be signed by the settlor(s) prior to the commencement of trust formation procedures.

I / we confirm that the above information is true and complete and I / we hereby request Cayman National Bank and Trust Company (Isle of Man) Limited to commence the procedure leading to the formation of a Trust on my / our behalf.

I/We agree that the Trustee commitment fee will be charged annually in advance and additional charges, representing the cost of time spent administering the Trust, will be charged from time to time in arrears.

I/We further understand that any quoted fees will be reviewed on an annual basis and any alterations will be discussed and agreed between ourselves. Notwithstanding this point, we understand that fees may be reviewed from time to time in light of prevailing circumstances.

I/We confirm that I/we am/are the beneficial owner(s) of the Initial Trust Fund and any accretions thereto and that such assets are freely transferable and are not subject to any lien, charge or encumbrance nor are they derived from any activity which could be considered illegal or immoral under the law of my/our country of residence and/or domicile or that of the Isle of Man.

I/We hereby confirm the following:-

1. That in arriving at my/our decision to form the above Trust, I/we have not relied upon any statement made by, or in the name of Cayman National or any director or employee of Cayman National .
2. That I/we have been advised by a representative of Cayman National that:
 - a. Cayman National is not able to give me/us tax or legal advice regarding the trust or to any other person who will or may be involved with the Trust following its formation, whether as beneficiary or otherwise. Cayman National does not accept any liability for the tax planning consequences of any action taken by the Trustee.
 - b. I/We have been recommended by Cayman National that I/we should obtain appropriate legal and tax advice in :-
 1. my/our country of residence/domicile;
 2. the country of residence/domicile of any beneficiary whether their beneficial interest be actual or contingent;
 3. the country in which the proposed assets of the Trust are to be situated and/or registered;
 4. any other country other than those referred to above which may be relevant to me/us, any other known or possible beneficiary of the Trust or any known or possible asset of the Trust; and that such legal and tax advice should be obtained by me/us prior to the formation of the Trust and reviewed by me/us on a regular basis.

- c. I/We should obtain the appropriate legal and tax advice in relation to any Company or other entity which may be owned or partially owned by the Trustee or may be an asset in which the Trustee may have an interest.
- d. I/We should make enquiries as to, and attend, as appropriate to, any local reporting requirements relating to the Trust in my/our country of residence/domicile.
- 3. That I/we acknowledge that Cayman National professes no special knowledge of any foreign tax regime, including any tax regime with which the Trust is connected, and that Cayman National and/or its officers and/or employees will not advise on taxation.
- 4. That it is solely my/our responsibility to decide whether or not to take the legal and tax advice referred to above and that Cayman National is under no duty to me/us to enquire or ensure that I/we have sought or implemented such legal and/or tax advice.
- 5. That in consideration of Cayman National accepting my/our instruction to form the above Trust I/we hereby covenant with you, Cayman National, which will act as Trustee of the above-mentioned Trust, and your staff that I/we will at all times hereafter hold you and them and their respective personal representatives and estates harmless and fully indemnified against all actions, suits, proceedings, claims, demands, costs (including the costs of legal advice taken by the Trustee in relation to the taxation consequences of any instructions given by you at any time), expenses and outgoings which may be taken, made or sought from or against them or incurred or become payable by you or them by reason or in consequence of your accepting my/our instructions to form the above-named Trust and acting as Trustee thereof. I/We acknowledge that the Trust Deed will contain an exclusion clause and an indemnity in favour of the Trustee and I/we signify our consent to the inclusion of such clauses in signing this Letter of Request.
- 6. I/We hereby confirm that I/we have advised you of :-
 - a. all jurisdictions with which I/we, the Trust and/or the beneficiaries, may have connection.
 - b. any specific tax planning objectives which I/we wish to achieve; and any specific requirements that you, Cayman National, as Trustees, any officers and employees of Cayman National should take into account regarding tax planning considerations in any jurisdiction.

Yours faithfully,

Signature _____

Name _____

Date _____

Signature _____

Name _____ Date _____

Signature _____

Name _____ Date _____