

## **FIDUCIARY SERVICES**

### **General Terms and Conditions upon which Cayman National Bank and Trust Company (Isle of Man) Limited (“Cayman National”) will accept appointment as a Trustee**

1. The draft of every Trust Instrument for which Cayman National is to provide a Trustee should be submitted for approval by Cayman National before engrossment.
2. Where there is more than one Trustee, the name of Cayman National must be placed first in the appointment of Trustees.
3. Co-Trustees will be consulted in all matters relating to the Trust and will receive every facility for inspecting investments and accounts, etc., but all funds, securities and documents must be held in the custody of Cayman National, or to the order of Cayman National’s appointed nominee.
4. If Cayman National is appointed Trustee of an existing Trust, in which there is not an adequate charging clause, its remuneration must be provided for separately, by agreement among the interested parties.
5. Cayman National, where practicable, will always be willing to employ a Settlor’s own lawyers, stockbrokers, tax advisors or other agents, but reserves the right, if it thinks fit, to employ lawyers, stockbrokers, tax advisors or other agents of its own choice.
6. Unless otherwise agreed in writing, Cayman National will maintain current and deposit accounts with the Cayman National banking operations department for any Trust for which it acts as Trustee on the usual terms and conditions for such services.
7. Cayman National reserves the right to establish and maintain an overdraft facility with the Cayman National banking operations department for any Trust for which it acts as Trustee on the usual terms and conditions for such services and to use such facility in its absolute discretion to pay ongoing expenses including the fees of Cayman National.
8. Cayman National, in its capacity as Trustee and in the exercise of all discretionary or other powers, shall act by its properly appointed officers.
9. Cayman National may, at its discretion, vest any property of the Trust in any person or corporate body, as its nominee.
10. Cayman National will be entitled to remuneration for its services as Trustee in accordance with its published scale of fees in force at the time its duties commence, and it will also have power to vary its charges in accordance with any new scale of fees for the time being in force. Such remuneration shall be free from all duties and deductions and shall be a first charge on the Trust Fund.

11. Where Trust assets are generally illiquid, Cayman National will require a minimum cash balance to be retained in the bank account of the Trust, the terms of which will be agreed in writing.
12. Cayman National will be entitled to retain for itself any share of brokerage or commission which it may receive on the sale or purchase of investments by the Trust, or any insurance or other commissions.
13. In addition to its published fees, Cayman National will also be entitled to charge all legal costs and other out-of-pocket expenses and charges incurred in administering the Trust.
14. Upon request, a statement of account and valuation will be rendered in respect of the Trust.
15. Only in exceptional cases and where the rest of the Trust's assets are ample to meet any possible calls, will Cayman National be willing to hold shares upon which there is any liability.
16. Cayman National reserves the right to request such information appertaining to the Settlor or any other parties to the Trust as Cayman National may reasonably require in order to satisfy the Regulatory and Statutory Obligations of Cayman National from time to time in relation to "Know your Customer", Anti-Money Laundering and all other compliance matters.

**I/we agree to the above terms and conditions**

**Settlor**.....

**Date** .....

**Settlor**.....

**Date** .....