



GUERNSEY PRIVATE PENSION APPLICATION FORM

SOVEREIGN

www.SovereignGroup.com

Client Due Diligence

In order to comply with prevention of money laundering and funding of terrorism regulations, the trustee is required to verify your identity, address and source of wealth. Failure to provide complete information may delay your application.

1. Verification of Identity

Please provide an original certified copy of your passport clearly showing your name, passport number, picture, nationality, date of birth, country of issue and date of issue.

2. Verification of Address

Two forms of evidence of your residential address are also required. These should be in the form of either an original or an original certified copy of a bank statement or utility bill (not including mobile telephone bills) no more than three months old.

Documents may be certified by a lawyer, notary public, member of the judiciary, senior civil servant, serving police officer or customs officer, an officer of an embassy, consulate or high commission, an accountant, an actuary or a director, company secretary or manager of a financial services provider recognised by a regulatory body. If you intend to have your documents certified by an individual not listed above, please contact us for further guidance.

The certification should be evidenced by a written statement stating that:

- the document is a true copy of the original document;
- the document has been seen and verified by the certifier; and
- in the case of a passport, the photo is a true likeness of the applicant.

All certifications should be signed by the certifier, dated and contain the certifier's stamp, position, identity of the relevant regulatory authority and any approval number. We have set out overleaf a certification guide but please contact us if you have any query regarding the correct certification of documents.

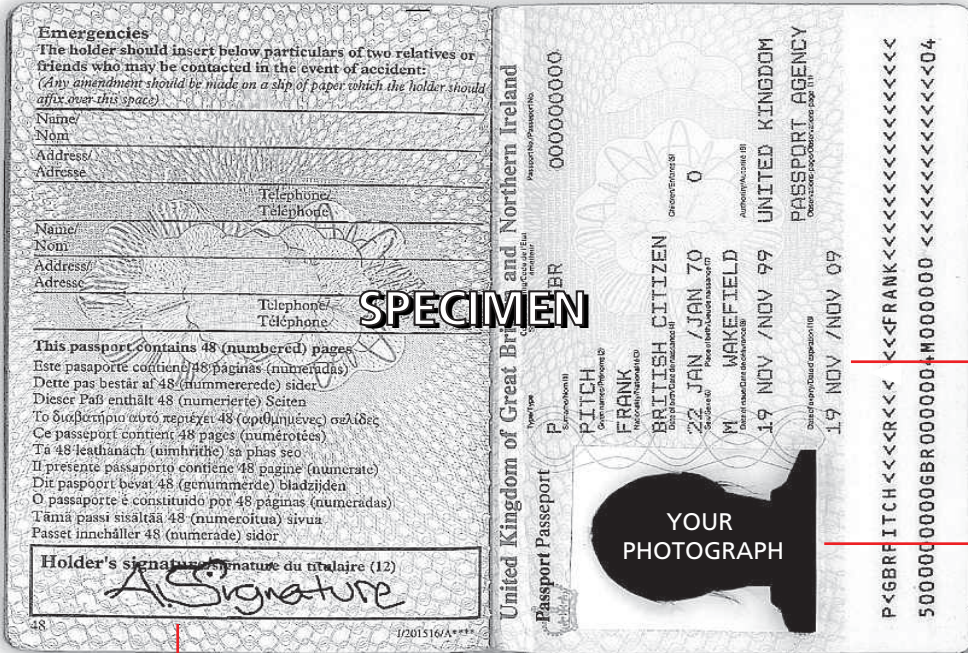
Below we have provided an address verification letter which may be used if it is impossible to obtain and provide other forms of evidence.

3. Source of Wealth

The trustee requires full details in order to establish source of wealth, i.e. the origin of the assets you intend to transfer into your pension. To satisfy this requirement, please provide an up to date copy of your curriculum vitae ("CV") or complete the Employment History section of this form. In addition please provide certified supporting documentation to evidence how the assets were accumulated (e.g. inheritance, sale of property, divorce, employment bonus or remuneration). We have set out below further guidance on how source of wealth may be established and verified.

Certification Guidance

PART ONE : PASSPORTS



SIGNED BY HOLDER

PASSPORT MUST BE VALID & NOT EXPIRED

PHOTOGRAPH MUST BE RECOGNISABLE



Ace Executive & Associates
 Suite 1, Ace Street, London W1
 Tel: +44 (0)20 0000 0000

OFFICIAL BUSINESS STAMP including Address & Telephone Details

HAVING SEEN THE INDIVIDUAL AND THE IDENTIFICATION DOCUMENT AT THE SAME TIME, I CERTIFY THIS TO BE A TRUE COPY AND THAT THE PHOTOGRAPH IS A TRUE LIKENESS.

DECLARATION IN CAPITALS

Signature:

Date: 14 . 05 . 2002

SIGNATURE & DATE OF APPROVAL

Name: FRED. J. BLOGGS

NAME IN CAPITALS

Position / Profession: CHARTERED ACCOUNTANT

PROFESSIONAL QUALIFICATION DETAILS

Certification Guidance

PART TWO : UTILITY BILLS

PLEASE ENSURE THE UTILITY BILL PROVIDED IS CURRENT AND IS DATED WITHIN THE LAST 3 MONTHS OF APPLICATION

YOUR ELECTRICITY BILL

Statement Date & Tax Point
18 July 2002


Meter Reading
8880002222

XXXX XXXX XXX XXXX
XXXX XXXX XX XXXXXX
000852448

Mr.A. Smith
Address Line 1
Address Line 2
Country

YOUR ELECTRICITY STATEMENT

Description	XXXXX	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX
Electricity used for quarter	123	123	20	0.58	57.80
xxxxxx xxxx xxxx xxxxxxxx					8.90
Standing charge 00000 @ 12.0p per day					7.65
xxxxx xxxxxxxx xxx xxxxxxxxxx					4.44
VAT @ 0.0%					1.11

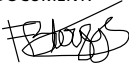


Ace Executive & Associates
Suite 1, Ace Street, London W1
Tel: +44 (0)20 0000 0000

Total incl. VAT

64.58

I CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL DOCUMENT.

Signature: 

Date: 14 . 05 . 2002

Name: FRED. J. BLOGGS

Position / Profession: CHARTERED ACCOUNTANT

**DECLARATION
IN CAPITALS**

OFFICIAL BUSINESS STAMP including Address & Telephone Details

SIGNATURE & DATE OF APPROVAL
NAME IN CAPITALS

PROFESSIONAL QUALIFICATION DETAILS

Source of Wealth

This is not an exhaustive list and is for illustrative purposes only. In certain instances, confirmation of source of wealth may be accepted from the lawyer or accountant who acted in relation to a specific transaction or may be obtained via other means. Each case is unique so please contact us if you are unsure.

Source of Funds from:	Information required to corroborate
Employment or business receipts	<ul style="list-style-type: none"> if from paid employment, the name of the employer and job/occupation title, together with copy employment contract or letter from employer, stating full remuneration package; if from business receipts, the name of the business and the principal activity of that business, together with copy accounts.
Proceeds of Realised Investments or Insurance Policies	<ul style="list-style-type: none"> if from realized investments, the details of the investments realized (contract note) and name of the broker; if from insurance policies, the name of the insurance company with whom the policy was held, together with final statement showing proceeds payable; verification of where the assets originated from.
Sale of Property or other assets	<ul style="list-style-type: none"> if from real estate, the address of the real estate property sold, together with copy sale contract; if from sale of a company, the name of the company, its activities and copy sale contract; if from sale of other assets, details of that asset, together with copy sale contract.
Accumulated Savings	<ul style="list-style-type: none"> how were the savings accumulated? Provide evidence to establish this.
Gifts or Inheritances	<ul style="list-style-type: none"> the name of the donor or benefactor, the relationship with that person and copy of any deed of gift or testamentary evidence.
Other Sources, including: Retirement Pension	<ul style="list-style-type: none"> name of last employer, job/occupation title, details of pension company and copy of pension statement;

Source of Wealth

Source of Funds from:	Information required to corroborate
Dividends and Interest from investments	<ul style="list-style-type: none"> details of portfolio, recent portfolio statement, details of broker;
Rental Income	<ul style="list-style-type: none"> the type (commercial or residential) and address of the real estate property from which income is derived, together with copy title deeds of property and rental contracts;
Royalties	<ul style="list-style-type: none"> specific details of the royalty payments received in connection with the use of (or the right to use) any copyright, patent, design or model, plan, secret formula or process, trademark, or other similar intellectual property or right held; equipment or resource royalties; copies of royalty/ IP agreements;
Trust Income	<ul style="list-style-type: none"> details of the trust, including the name of the trust and trustee, where the trust is domiciled, together with a copy of the trust deed and any relevant ancillary deeds and accounts;
Supported financially by third party	<ul style="list-style-type: none"> the name of the person who provides financial support and nature of relationship; consider loan agreement;
Other regular income	<ul style="list-style-type: none"> the type of income source and evidence to corroborate.

Please note that funds should not be sent to us until we have approved the source of those funds and communicated our acceptance of them. Failure to adhere to this request will result in funds being returned to sender.

Please complete all sections of the form. Incomplete or inaccurate application forms may delay your application.

Personal Details

Title: _____ Surname: _____

Full Forenames: _____ Marital Status: _____

Previous Name: _____

Date of Birth: _____ / _____ / _____ Sex: Male: Female:

Residential Address: _____

Correspondence Address (if different): _____

Tel: _____ Fax: _____

Mobile Tel: _____ E-mail: _____

Occupation: _____

Nationality: _____

Previous UK Address: _____

(if applicable) _____

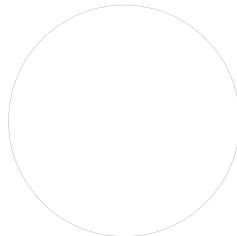
Financial Adviser

Name: _____ E-mail: _____

Company: _____

Tel: _____ Fax: _____

Please apply your company stamp here:



Unless or until advised to the contrary, we shall provide your Financial Advisor with information relating to your pension and you expressly authorise such provision of information.

Name of Pension

Please advise your preferred name of your pension.

The _____ Private Pension Scheme
(e.g. "The John Smith Private Pension Scheme")

Nominated Beneficiaries

1. Full Name: _____
Relationship: _____ Date of Birth: / / _____
Tel: _____ E-mail: _____
Residential Address: _____

Total percentage of benefit: _____ %

2. Full Name: _____
Relationship: _____ Date of Birth: / / _____
Tel: _____ E-mail: _____
Residential Address: _____

Total percentage of benefit: _____ %

3. Full Name: _____
Relationship: _____ Date of Birth: / / _____
Tel: _____ E-mail: _____
Residential Address: _____

Total percentage of benefit: _____ %

4. Full Name: _____
Relationship: _____ Date of Birth: / / _____
Tel: _____ E-mail: _____
Residential Address: _____

Total percentage of benefit: _____ %

5. Full Name: _____
Relationship: _____ Date of Birth: / / _____
Tel: _____ E-mail: _____
Residential Address: _____

Total percentage of benefit: _____ %

Address Verification Letter

Sovereign Trust (Guernsey) Limited
PO Box 252
Suite B, St Peter Port House
Sausmarez Street
St Peter Port
Guernsey
GY1 4LQ

Date:

Dear Sirs

Re: _____ (“the Member”)

I have visited the member at their residential address and can confirm that the below captioned details are correct. I further confirm that I have been unable to obtain standard address verification due to insufficient postal services in this locality.

Residential address of Member:

Yours faithfully

Signature of IFA:

Name of IFA:

Company:

FSA Approval No.:

If your regulation is with another regulatory body, please provide these details or a copy of your current certificate.

Signature of Suitable Certifier:

Date:

Employment History

The Trustee requires full details in order to establish source of wealth. To satisfy this requirement, please provide an up to date copy of your CV or complete the Employment History section below. Please continue on a separate piece of paper if necessary.

Date of Employment		Position Held:	Employer Name and Address:
From:	To:		

Details of Assets being transferred

Please provide full details of the assets to be transferred into your pension, together with relevant supporting documentation.

If you wish to make additional contributions after the initial transfer of assets, the trustees will require source of wealth information (together with relevant supporting documentation) on how the assets were acquired.

The relevant form for making additional contributions is available on request.

Investment Direction

The Scheme entitles members to provide directions to the trustee on how the pension fund should be invested. Please indicate your preference below.

1. I will provide my own investment directions and hereby direct you to invest initial pension funds as follows:

(We will only accept instructions signed by you)

2. I hereby appoint my Financial Advisor to provide investment directions on my behalf and confirm that you may accept directions from my Financial Advisor until such time as I notify you otherwise in writing. I understand that my Financial Advisor will be entitled to provide directions without prior reference to me. I agree that the trustee shall have no liability for any losses arising from you acting on such directions and I shall indemnify the trustee to the fullest extent permitted by law against all actions, claims, losses, costs, penalties or liabilities arising out of such appointment.

(We will accept investment directions signed by your Financial Advisor and not you)

3. I wish the trustee to appoint an investment manager nominated by me. I understand and acknowledge that the contractual relationship will be between the trustee and the investment manager and that the investment manager will manage the investment of the pension funds.

(We will accept investment directions from the investment manager appointed by us)

4. I wish the Trustee to appoint a third party discretionary investment manager pursuant to clause 4 of the terms of the Scheme. I understand I can nominate which investment manager the Trustees may appoint but I appreciate that the appointment will be made by the Trustee and that the contractual relationship will be between the Trustee and the investment manager.

(The discretionary investment manager appointed by us will decide the investment of the pension fund on a discretionary basis)

Fee Schedule Option A

(For assets valued at or less than £250,000 and which do not comprise of property)

Initial establishment fee	£ 750
Trustee's annual fee – flat fee payable annually in advance	£ 1,000

All work undertaken will be charged on a time spent basis and will be dependent on the complexity of the work undertaken and level of staff required to complete the work. Details of our current hourly rates are available on request. All disbursements will be charged to the member.

Termination Fees:

Transfer to another retirement benefit scheme provider is charged on a time spent basis subject to a minimum of	£ 2,000
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Fee Schedule Option B

(For assets valued at more than £250,000)

Initial establishment fee	£ 1,500
Trustee's annual fee – flat fee payable annually in advance	£ 2,000

All work undertaken will be charged on a time spent basis and will be dependent on the complexity of the work undertaken and level of staff required to complete the work. Details of our current hourly rates are available on request. All disbursements will be charged to the member.

Termination Fees:

Transfer to another retirement benefit scheme provider is charged on a time spent basis subject to a minimum of	£ 2,000
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Fees are correct as at January 2013.

Declaration

I hereby declare and acknowledge as follows:

1. I wish to establish The _____ Private Pension Scheme ('the Scheme') and agree to be bound by the rules and the terms and conditions of the trust deed governing the Scheme.
2. The trustee and administrator of the Scheme is Sovereign Trust (Guernsey) Limited of Suite B, St Peter Port House, Sausmarez Street, St Peter Port, Guernsey, GY1 2PU.
3. I undertake to transfer the assets described herein to the trustee for them to be administered under the Scheme.
4. I understand that the trustee may utilise the services of its associated companies within the Sovereign Group to collate information and documentation relating to my participation in the Scheme and I consent to my personal information and data being supplied to associated companies for such purposes and to third parties in connection with investments under the Scheme if and when necessary or required for regulatory purposes.
5. Pursuant to the provisions of the Data Protection (Bailiwick of Guernsey) Law 2001, I hereby consent to my personal information and data being supplied to associated companies within the Sovereign Group for marketing and sales purposes and being supplied to third parties, including investment houses, banking organisations and my Financial Advisor for the purposes of administering the Scheme.
6. I am aware that the trustee may at any time disclose any information concerning the Scheme, any member or any benefits payable under the Scheme to any tax authority, regulatory or governmental body for any purposes, including for the purposes of maintaining recognition of the Scheme's status as a "qualifying non-UK pension scheme" under the Finance Act 2004, or as a pension under S157A of the Income Tax (Guernsey) Law 1975 and may also provide any tax authority, regulatory or governmental body with such undertakings as the trustee considers necessary for the purposes of the Scheme.
7. I accept responsibility for the payment of any fees due (both initial and recurring) in accordance with the trustee's published scale of fees (as amended from time to time).
8. I hereby confirm the Investment Direction referred to in page 11 hereof, which shall continue until such time as I notify you in writing.
9. I hereby confirm that Sovereign Trust (Channel Islands) Limited and its associated companies have not advised me in connection with the tax or legal consequences of establishing the Scheme and I am aware that pension benefits payable from the Scheme may be taxable in Guernsey prior to distribution to me.
10. I understand that the trustee is entitled to be indemnified out of the trust fund to the extent permitted by law against any actions, claims or demands arising out of anything done or caused to be done or omitted by the trustee (whether by way of investment or otherwise) in connection with the Scheme unless the same shall involve or arise from any fraud, wilful misconduct or negligence on the part of the trustee or its directors or officers.
11. I accept that the Trustee's associated companies may receive commissions from investments associated with my pension but understand that such commissions will not affect the amount of funds invested or the Trustee's charges.

Signed: _____ "Member's Signature"

Name: _____ "Member's Name"

Date: / / _____

Trust Deed

(1) _____

(2) SOVEREIGN TRUST (GUERNSEY) LIMITED

Trust Deed

THIS TRUST DEED is made the _____ day of _____ 20 _____

BETWEEN:

- (1) _____ of _____ ("the Member")
- (2) **SOVEREIGN TRUST (GUERNSEY) LIMITED** whose registered office is at Suite B, St Peter Port House, Sausmarez Street, St Peter Port, Guernsey, GY1 2PU ("First Trustee")

RECITALS:

- (A) The Member wishes to establish a retirement annuity trust scheme within the provisions of Section 157A of the Income Tax Law under irrevocable trusts to be known as "The _____ Private Pension Scheme" for the purpose of providing retirement benefits for the Member and subsidiary benefits for the Member's Dependants and / or Relations.
- (B) The First Trustee has agreed to act as the Trustee of the Scheme and the Member has paid £10 to the First Trustee by way of initial contribution to the Scheme.
- (C) The Scheme will be established and administered in such a way that it obtains (or is capable of obtaining) and maintains approval from the Director pursuant to Section 157A (4) of the Income Tax (Guernsey) Law 1975 (relating to retirement annuity trust schemes)
- (D) The Scheme will be open to both residents and non-residents of Guernsey and it is intended that the Scheme will have the status of a "Qualifying Non-UK Pension Scheme" within the meaning of the Inheritance Tax Act.

OPERATIVE CLAUSES:

NOW THIS INSTRUMENT WITNESSES AS FOLLOWS:

1 Definitions and Interpretation

- 1.1 In this Instrument where the context so admits the expressions already defined above shall bear the same meanings and the following expressions shall have the following meanings:

Actuary	means, the person (if any) appointed to act as actuary of the Scheme by the Trustees under Clause 13.1;
Administrator	means, such person as may be appointed as administrator in relation to the Scheme by the Trustees in accordance with Clause 14 of this Instrument from time to time;
Approval	means, approval of the Scheme as a retirement annuity trust scheme by the Director pursuant to Section 157A of the Income Tax Law;
Approved Insurer	means, any insurer or insurance company, society or institution which is either resident in Guernsey or carrying on business through a permanent establishment situate in Guernsey and carrying on in Guernsey the business of granting annuities on human life, and which is acceptable to the Director for Approval purposes;
Auditor	means, the person (if any) appointed to act as auditor to the Scheme under Clause 12.1;

Commission	means the Guernsey Financial Services Commission established by the Financial Services Commission (Bailiwick of Guernsey) Law, 1987;
Dependant	means an individual who is dependant for the ordinary necessities of life upon the Member;
Director	means the Director of Income Tax in Guernsey;
Exemption	means, the exemption from Guernsey income tax pursuant to Section 40 (ee) (ii) of the Income Tax Law in respect of annuities or lump sums paid to or in respect of persons who are non-Guernsey resident persons;
Finance Act	means the UK Finance Act, 2004
Index	means, the Guernsey Index of Retail Prices published by the State of Guernsey or any other suitable index accepted for the purposes of the Rules by the Director;
Incapacity	means, in relation to the Member a situation where the ill-health condition is met in accordance with Section 165(1) of, and paragraph 1 of Schedule 28 of the Finance Act and also where the Member is unable to follow his or her normal employment because of some physical or mental deterioration and "Incapacitated" has a corresponding meaning;
Income Tax Law	means the Income Tax (Guernsey) Law, 1975, as amended;
Inheritance Tax Act	means the UK Inheritance Tax Act, 1984
Investment Manager	has a meaning given to it in clause 4.1;
Normal Retirement Age	means 55 years of age;
Relation	means in respect of the Member: <ol style="list-style-type: none"> 1. the widow or widower of the Member; 2. the surviving civil partner of the Member; and 3. any child or other descendent of the Member, <p>and for this purpose child includes a stepchild, a legally adopted child and a child to whom in the opinion of the Trustees the Member or other person as appropriate stands or would but for the Member's death have stood in loco parentis;</p>
Relative	means the Member's spouse or a person related to the Member either by blood or marriage
Rules	means the Rules set out in the Schedule as amended from time to time;
Scheme	means, the trusts, powers and provisions created by this declaration of trust which, for the avoidance of doubt, includes the Schedules to it
Trust Fund	means the money and other property (including its income and profits) and any accretions held by the Trustees for the purposes of the Scheme and which is more particularly described in Clause 2.2 of the Instrument;
Trust Period	means the period defined in Clause 2.4 of this Instrument
Trustees	means, the First Trustee and any other person appointed to act as a trustee for the time being of the Scheme;
Trusts Law	means the Trusts (Guernsey) Law, 2007;

- 1.2 Unless other words and expressions are specifically defined in this Instrument they shall bear the meaning given to them by the Interpretation (Guernsey) Law, 1948.
- 1.3 When interpreting and construing this Instrument:
- 1.3.1 words importing the masculine shall include the feminine and neuter genders and vice versa;
 - 1.3.2 words in the singular shall include the plural and vice versa;
 - 1.3.3 references to a Clause or Sub-Clause or to a Rule or Sub-Rule shall be a reference to the corresponding clause, Sub-clause, Rule or Sub-Rule in this Instrument and the Rules; and
 - 1.3.4 references to any law or statutory provision shall include any re-enactment of that law or provision in force from time to time;
 - 1.3.5 "person" or "persons" shall include a company or companies (as the case may be).
- 1.4 Any headings or sub-headings to paragraphs of this Instrument are inserted only for ease of reference and shall not affect its construction or the construction of any of its provisions.
- 1.5 This Instrument shall be subject to such of the provisions of:
- 1.5.1 the Trusts Law which override any terms of a trust (the proper law of which is expressed to be that of Guernsey) with which they are inconsistent;
 - 1.5.2 the Income Tax Law as are necessary to maintain Approval or the Exemption; and
 - 1.5.3 the Inheritance Tax Act as are necessary to maintain the Scheme's status as a "qualifying non-UK pension scheme".
- 1.6 For the avoidance of doubt in the event of any inconsistency between the terms of any of this Instrument or the Rules, the terms of the Rules shall prevail.

2 Establishment of the Scheme

2.1 Establishment of Scheme

The Scheme is established under irrevocable trusts as from the date of this Instrument.

2.2 Purpose of Scheme

The main purpose of the Scheme shall be to provide retirement benefits for the Member and the Member's Dependants and/or Relations;

2.3 Trust Fund

The Trust Fund shall consist of all contributions of money or property made or to be made to it in accordance with this Instrument and the Rules or otherwise all monies and property from time to time representing the contributions and shall include all income profits and accretions to the Trust Fund whether arising from investments or not and any cash or assets transferred to the Trust Fund pursuant to the Rules.

2.4 Trust Period

The Trust Period shall be the period beginning with the date of this Instrument and shall continue indefinitely and without limitation of time unless and until the Trustees shall revocably or irrevocably declare by instrument a date (not being a date earlier than the date of such declaration) upon which the Trust Period shall end.

3 Investment of the Trust Fund

3.1 Subject to clauses 3.5 to 3.11, the Trustees shall stand possessed of the Trust Fund upon trust:

- 3.1.1 as to the investments or other property other than money at their absolute discretion either to permit the Trust Fund to remain as invested or to sell or convert into money all or any such investments or other property or assets; and
- 3.1.2 as to money with a like discretion to invest in their name or under their control in any of the investments authorised under this Instrument and with power at a like discretion from time to time to vary or transpose any such investments for others of a nature authorised under this Instrument.

- 3.2 Subject to clauses 3.5 to 3.12, when investing the Trust Fund the Trustees shall have all powers of investment as though they were absolute beneficial owners of the Trust Fund.
- 3.3 Without prejudice to the generality of Clause 3.2, and subject to Clauses 3.5 to 3.12, the Trustees shall have power to invest or apply the whole of the monies and property constituting the Trust Fund insofar as they are not required to meet current payments in or upon the security of such stocks, shares, debentures, debenture stocks, annuity or other policies or contracts of insurance, units of unit trusts or mutual funds or other investments or property of whatsoever nature and wheresoever situate and whether involving liability or not and whether producing income or not or upon such personal credit with security as the Trustees shall in their absolute discretion think fit. The Trustees shall also have power to open bank accounts and may retain or place any such monies on deposit or current account with any bank and for such periods as they shall think fit and without prejudice to their general duties as trustees with regard to the investment of the Trust Fund shall not be chargeable in respect of any interest on any such monies in excess of the interest (if any) actually paid or credited.

Loans

- 3.4 No loan may be granted by the Trustees to the Member or to any other person having a contingent interest in the Scheme through the Member (or any person or company connected with the Member or such other person) unless:
- 3.4.1 it is not more than 30% of the then value of the Trust Fund (or such other percentage as shall not jeopardise Approval from time to time);
- 3.4.2 it is properly secured and at a commercial rate of interest; and
- 3.4.3 is fully repayable before any benefits become payable to or in respect of the Member under the Scheme.

Prescribed directions

- 3.5 For the purposes of the Scheme the term "prescribed direction" means a direction given in writing by the Member, or in the manner set out in clause 3.6 hereof, and actually received by the Trustees or by such other person on behalf of the Trustees as the Trustees may from time to time notify in writing to the Member. The Member shall have no fiduciary obligations in the exercise of his or her powers under this clause and such powers shall be exercisable in the absolute and uncontrolled discretion of the Member.
- 3.6 The member shall have the express power to delegate to an Investment Manager (as defined in clause 4 hereof) his or her power to give a prescribed direction to the Trustees and the remaining sub-clauses of this clause 3 shall apply as if the Member had given the prescribed direction to the Trustees.
- 3.7 Subject to the right of the Trustees to exclude from any prescribed directions such part of the Trust Fund as they deem sufficient to enable them to meet their obligations as trustees as they fall due and to receive remuneration and reimbursement of their proper expenses pursuant to the terms of the Scheme, and to any restrictions on investment necessary to maintain Approval and which have been notified to the Trustees in writing by the Director and any other restrictions on investment contained in any written code of practice or guidelines affecting the Scheme issued by the Director or the Commission but notwithstanding anything elsewhere contained in the Scheme or (to the extent permissible) in law (including without limitation any duty of the Trustees to preserve or enhance the value of the Trust Fund) the Trustees shall comply with any prescribed direction in relation to the investment of the Trust Fund or to the retention sale conversion variation or transposal of any investment or to the appointment retention or removal of Investment Managers or advisors or to the exercise of any rights (including all voting rights) relating to or in connection with the investments forming a part of the Trust Fund on the terms set out in the prescribed directions. Without prejudice to the generality of the foregoing a prescribed direction may direct the Trustees to require the Investment Manager or such other person as may be in possession of the Trust Fund from time to time to act upon the instructions of the Member in relation to the investment of the Trust Fund and the income thereof or to the retention sale conversion variation or transposal of any investment or to the exercise of any rights (including all voting rights) relating to or in connection with the investments forming a part of the Trust Fund including instructions which may be given by the Member orally or by fax, email or other electronic means.

- 3.8 The Trustees shall comply with a prescribed direction notwithstanding that such prescribed direction may direct the Trustees to take or omit to take an action which the Trustees hereof could not properly take or omit in the exercise of their own discretion and whether or not the investment is of a speculative or wasting nature or for any other reasons whatever the investment is not of a kind which would ordinarily be considered as a suitable investment of trust money or will or might result in any failure to diversify the investments in the Trust Fund or otherwise.
- 3.9 The Trustees shall be bound to obey a prescribed direction which is within the foregoing words of this clause and if the Trustees are satisfied that a prescribed direction falls within those words they shall assume without further question or investigation that it is a proper exercise of the discretion afforded to the person for the time being having power to give prescribed directions.
- 3.10 The Trustees shall be under no duty to solicit any prescribed direction as is mentioned in this clause.
- 3.11 The Trustees shall be under no duty to keep any investment which has been the subject of a prescribed direction or the Trust Fund (or any part thereof) under review with a view to seeing whether any prescribed direction or any further prescribed direction might be desirable.
- 3.12 To the extent permitted by law neither the Trustees nor any person connected with any of the Trustees shall be liable for any loss or loss of profit to the Trust Fund resulting directly or indirectly from compliance by the Trustees with any prescribed direction.

4 Investment Management

- 4.1 Subject to any prescribed direction being received by the Trustees pursuant to clause 3 the Trustees may:
- 4.1.1 at any time and from time to time, appoint as Investment Manager or one or more persons whom they reasonably consider to be qualified and competent to manage the investment of part or all of the Trust Fund to act as Investment Manager; and
- 4.1.2 empower any such Investment Manager, either unconditionally or subject to such terms, conditions and provisions as the Trustees think fit, to exercise all or any of the powers and discretions vested in the Trustees with regard to selecting, making, changing and realising investments or arising from, or in connection with, the holding of investments.
- 4.2 Any investments of the Trust Fund may be made by an Investment Manager as nominee for the Trustees in the name of, or transferred or delivered to or otherwise vested as nominee for, the Trustees in such Investment Managers or their nominee and may be left indefinitely or for any period or periods in the name or possession of or vested in those managers or nominees as nominee for the Trustees.
- 4.3 Any appointment of an Investment Manager in accordance with Clause 4.1 shall be on such terms and subject to such conditions as the Trustees think fit and as may be agreed with the Investment Manager by the Trustees.
- 4.4 Without prejudice to the generality of Clause 10 no Trustee shall incur any liability (except where such liability arises as a result of the Trustee's fraud, wilful misconduct or gross negligence) arising from:
- 4.4.1 the negligence or fraud of any person acting as nominee or Investment Manager appointed or employed by the Trustees (or whose appointment or employment is maintained by the Trustees) in utmost good faith; or
- 4.4.2 anything done or omitted to be done in reliance upon any advice given or purporting to have been given by any Investment Manager appointed by the Trustees except where the reliance was given in bad faith.

5 Borrowing powers

Subject to any prescribed direction being received by the Trustees pursuant to clause 3, the Trustees may borrow money for the purposes of the Scheme, including for the purpose of investment (and may secure repayment by mortgaging or charging all or part of the Trust Fund) on such terms as they think fit.

6 Appointment of Trustees

6.1 If any Trustee:

6.1.1 dies; or

6.1.2 being a corporation is dissolved; or

6.1.3 gives notice of its desire to resign and be discharged from the trusts of the Scheme under Clause 7.1; or

6.1.4 refuses or becomes unfit to act,

then the surviving or continuing Trustees, or if there are none, the Trustee or Trustees desiring to be discharged, and failing this, the liquidator or personal representatives of the last surviving corporate or individual Trustee, may by instrument in writing appoint one or more persons or corporations to be a trustee in place of the Trustee or Trustees so deceased, dissolved, desiring to resign and be discharged, or refusing or becoming unfit to act.

6.2 The Trustees may at any time or times by instrument in writing appoint one or more other persons to be an additional Trustee or Trustees and any appointment shall become effective upon a written acceptance thereof by the appointee or appointees being received by the Trustees.

6.3 The minimum number of Trustees shall at all times be one where there is a Guernsey resident corporate trustee acting and not less than two trustees in any other case. Unless a Guernsey resident corporate trustee is acting there shall at all times be at least two Guernsey resident trustees.

6.4 The following persons shall not be trustees hereof;

6.4.1 the Member; or

6.4.2 any Relative of the Member except where there are two or more trustees hereof, the majority of which are not the Member nor Relatives of the Member.

6.5 If the number of Trustees is below the minimum number specified under Clause 6.3, any continuing Trustee shall not be entitled to exercise any discretion or power contained in this Instrument or under the Rules other than the power of appointing an additional Trustee pursuant to Clauses 6.1 or 6.2 or any discretion or power for the purpose of preserving the Trust Fund.

6.6 Acts and instruments done or executed for the proper vesting of the Trust Fund in new or additional Trustees shall be done and executed by the continuing or retiring Trustee or Trustees at the reasonable expense of the Trust Fund under Clause 18.

6.7 On every change in the trusteeship a memorandum shall be endorsed on, or permanently annexed to, this Instrument stating the names of the Trustees for the time being and shall be signed by the persons so named. Any person dealing with the Trustees shall be entitled to rely upon such memorandum (or the latest of such memoranda if more than one) as sufficient evidence that the Trustees named are the duly constituted Trustees for the time being of the Scheme.

6.8 It shall also be the responsibility of the surviving, continuing or new Trustees where there is any change in the trusteeship to send the Director written notification of the change within 30 days of it coming into effect.

7 Resignation of Trustees

7.1 A Trustee may, at any time, resign his or her appointment as Trustee and be discharged from the trusts of the Scheme by serving, on the surviving or continuing Trustees, or if there are none, on the Member one month's prior notice in writing to that effect.

7.2 As from the expiry of such notice the Trustees by whom the notice was served shall:

7.2.1 be deemed to have retired from office and he and the other Trustees shall execute such documents and do such things as may be necessary to give proper effect to such retirement; and

7.2.2 be discharged from the trusts of the Scheme and relieved of liability to the Members, any Trustee and any other person interested (contingently or otherwise) in the Scheme except any liability:

7.2.2.1 arising from a breach of trust to which the Trustee was party or privy; and

7.2.2.2 in respect of an action to recover from the Trustee Scheme property or its traceable proceeds in the Trustee's possession.

7.3 Any resignation which causes the number of Trustees to fall below the minimum number of Trustees specified in Clause 6.3 will be ineffective.

8 Trustees' Powers

Determination of questions by the Trustees

8.1 Any case of doubt or dispute about the meaning and the effect of any word, phrase or provision in the Instrument shall be referred for interpretation to the Trustees whose decision shall be final and conclusive.

Trustees' interests in decisions/discretion

8.2 No decision of, or exercise of a power or discretion by, the Trustees shall be invalidated or questioned on the grounds that any Trustee had a direct or personal interest in the result of the decision or in the exercise of the power or discretion.

Trustees' general powers

8.3 The Trustees shall have and be entitled to exercise all powers, rights, authorities and discretions in connection with the Scheme whether granted by the Trusts Law or otherwise and requisite or proper to enable them to carry out any transaction, act, instrument or thing arising under or in connection with the Scheme. Without prejudice to the generality of this Clause 8.3 the Trustees may:

8.3.1 where authorised or required to pay, transfer or apply any income monies or other property to or for the benefit of any person who is a minor or otherwise not of full capacity, pay or transfer the income monies or property to any parent or guardian of such person without seeing to its application or apply the same in such manner as may be directed in writing by such parent or guardian. The receipt of the parent or guardian shall be a sufficient discharge to the Trustees for any income monies or other property so paid, transferred or applied;

8.3.2 apply any money for the time being forming part of the Trust Fund in purchasing or otherwise acquiring, improving or developing any immovable or movable property of whatsoever nature and wheresoever situate including repairing, replacing, building, erecting, rebuilding, demolishing, extending, decorating, furnishing or equipping such property;

8.3.3 in addition to any powers of management conferred by law sell, exchange, convey, lease, mortgage, charge, agree to let, license and otherwise conduct the management of any land held subject to the trusts of the Scheme as if they were the absolute owners of such land. The Trustees shall not (fraud, wilful misconduct or gross negligence or other part being absent) be bound to see nor be liable or accountable for omitting or neglecting to see to the repair or insurance of any buildings on such land or to the payment of any outgoing in respect of the land but may repair and insure any such buildings in such manner and to such extent as they shall think fit and pay out of the Trust Fund pursuant to Clause 18 the costs of all such repairs and of effecting and keeping up any such insurance and any such outgoing;

8.3.4 permit any person to occupy or reside in or upon or have the custody, use and enjoyment of any immovable or movable property (as the case may be) which or the proceeds of sale of which, for the time being may be held upon the trusts of the Scheme upon such terms and conditions as to payment of rent, rates, taxes and other expenses and outgoing and as to insurance, repair and decoration and generally for such periods and upon such terms and conditions as the Trustees think fit and as is consistent with any conditions (including the payment of rent) necessary to maintain Approval which have been notified to the Trustees in writing by the Director;

8.3.5 apply the whole or any part of the Trust Fund in effecting or maintaining any policy of assurance or annuity contract and so that the Trustees shall have all such powers of selling, surrendering, exchanging, exercising any option under, making fully paid-up or otherwise dealing with any such policy as if the Trustees were absolutely and beneficially entitled to the policy;

8.3.6 institute and defend proceedings or compromise proceedings as to costs or otherwise at the expense of the Trust Fund under Clause 18;

- 8.3.7 take, at the expense of the Trust Fund pursuant to Clause 18 the opinion of legal counsel concerning any matter arising under the Scheme or on any matter in any way relating to the Trust Fund or the duties of the Trustees in connection with the Scheme;
- 8.3.8 subject to section 34 of the Trusts Law, grant proxies and powers of attorney (other than to any person or the spouse of any person who shall have transferred any property to or under the control of the Trustees to be held upon the trusts of the Scheme) for the purposes of voting or acting on behalf of the Trustees in relation to the Scheme or the Trust Fund; and
- 8.3.9 guarantee the liabilities and the performance of obligations and may give indemnities to or on behalf of any person (including any retiring or removed Trustee) in any form they think fit and pledge, charge or otherwise deal with the whole or part of the Trust Fund in support of such guarantee.

Protection of persons dealing with Trustees

- 8.4 Persons dealing in good faith with the Trustees in relation to the Scheme shall not be entitled to or be under any obligation to enquire of the Trustees about the investment or application of monies paid or property transferred by them to the Trustees and the receipt of the Trustees shall act as a complete discharge to such persons.

Trustees' liability to tax

- 8.5 In the event of the Trustees being liable to or accountable for any tax imposed in any jurisdiction or other imposition of any kind properly referable to the Trust Fund or any benefits payable under the Scheme or otherwise in connection with the Scheme, the Trustees shall be entitled to pay such tax or other imposition from the Trust Fund as a proper expense pursuant to Clause 18. In this event the benefits payable to or in respect of the Member shall be reduced accordingly notwithstanding that payment of the tax or imposition would not be legally enforceable in the jurisdiction in which the Trust Fund is for the time being situated.

Disclosure of Information

- 8.6 The Trustees may at any time disclose any information concerning the Scheme, the Member, or any benefits payable under the Scheme to any tax authority, regulatory or governmental body for any purposes, including for the purposes of maintaining Approval or the Scheme's status as a 'qualifying non-UK pension scheme' pursuant to the provisions of the Inheritance Tax Act and may also provide any tax authority, regulatory or governmental body with such undertakings as they think are necessary for the purposes of the Scheme.

9 Trustees' Proceedings

Corporate Trustees

- 9.1 Every Trustee which is a corporation or company may exercise or concur in exercising any discretion or power conferred on it as the Trustee by a resolution of such corporation or company or by a resolution of its board of directors or governing body properly authorised and made pursuant to its articles of association or other governing document. It may also delegate the right and power to exercise or concur in exercising any such discretion or power to one or more members of its board of directors or governing body or one or more of its officers or employees duly authorised for that purpose if such delegation is permitted under its articles of association or governing document.
- 9.2 Subject to Clause 9.1 (where there is one or more corporate Trustee acting), and to Clauses 9.3 to 9.8 (in other cases), the Trustees may meet and regulate their proceedings as they think fit.

Trustees' meetings

- 9.3 Unless a sole corporate trustee is acting as Trustee the quorum for any meeting of the Trustees of which notice has been properly given to all the Trustees in accordance with Clause 9.4 will be two Trustees.

- 9.4 Notice of a meeting will have been properly given for the purposes of Clause 9.3 if it was sent by post, by facsimile or other electronic transmission or by telex to a Trustee's home address or place of business, and (where sent by post) delivered not less than 3 clear days and, where sent by facsimile or telex, not less than 2 clear days prior to the date of the meeting. The Trustees may, if they think fit, and where it is in their opinion necessary for the proper administration of the Scheme, call a meeting of the Trustees on shorter notice.
- 9.5 A Trustee may participate in and be deemed present at a meeting (and be counted in the quorum) by means of telephone or other audio or visual communications equipment.
- 9.6 At each meeting of the Trustees the Trustees shall elect a chairman. Each Trustee present at the meeting shall have one vote on any resolution proposed. All decisions shall be taken by a majority of the Trustees present and voting, and if there is an equality of votes the chairman shall have a counting vote.
- 9.7 Where the Trustees decide to exercise any power or discretion by majority, any Trustee dissenting from that decision may require his or her dissent to be recorded in writing, but shall (without being responsible for any resulting loss) execute or sign any instrument and do any other act necessary to give effect to that decision

Keeping of records

- 9.8 The Trustees shall keep accurate and proper minutes and records of their meetings.

10 Trustees' Exonerations and Indemnities

- 10.1 No Trustee shall be responsible, chargeable or liable in any manner whatsoever for or in respect of any loss of or any depreciation or default upon any of the Directed Investments (as defined in Clause 3.5) (or any borrowing for the purpose of acquiring such investments) made pursuant to any written instruction given by the Member pursuant to Clauses 3.5 or 5 except where the loss, depreciation or default arises from the Trustee's fraud, wilful misconduct or gross negligence.
- 10.2 No Trustee shall incur any personal liability whatsoever except arising from the Trustee's fraud, wilful misconduct or gross negligence.
- 10.3 Save only in the case of fraud, wilful misconduct or gross negligence the Trustees shall be entitled to be indemnified out of the Trust Fund in priority to any payment to or in respect of the Member against all liabilities incurred by them in the execution or purported execution of the powers, trusts, authorities and discretions vested in the Trustees by this Instrument and against all proceedings, costs, charges, expenses, claims and payments in respect of any matter or thing done or omitted in any way relating to the Scheme or relating to or arising out of this Instrument. The Trustees may retain and pay out of the Trust Fund the amount of any such liabilities and of any monies payable to them under the indemnity in this Clause 10.3 and the Trustees shall have a prior lien on the assets in the Trust Fund for all monies payable to them under this Clause or otherwise howsoever arising.
- 10.4 No Trustee shall be liable if the assets of the Trust Fund are insufficient at any time to pay the benefits which would then have been payable to or in respect of the Member under any insurance company annuity contract made by the Member had the Member paid the contributions he or she has paid to the Scheme to that contract, or for any loss or depreciation of the assets of the Trust Fund (unless that loss or depreciation of the assets has arisen from the Trustee's fraud, wilful misconduct or gross negligence).
- 10.5 The Trustees shall not be bound or required to interfere in the management or conduct of any company or business (incorporated or unincorporated) in any part of the capital of which or in any subsidiary of which the Trustees shall have invested, so long as the Trustees have no notice of any act of dishonesty or misappropriation of monies on the part of the person or persons (including the managing or general partner in the case of a partnership) having the management of such company or business, and shall be at liberty to leave the conduct of its management wholly to such person or persons and (fraud, wilful misconduct or gross negligence aside) shall not be liable for any act or default of such person or persons.

11 Recording of decisions of the Trustees

- 11.1 The Trustees may make whatever arrangements they consider appropriate for the making and recording of their decisions.
- 11.2 For the avoidance of doubt (except where compelled to do so by an order of a competent court or arbitrator) the Trustees shall not be obliged to disclose to the Member or any other person contingently entitled to an interest in the Scheme any documents or other information which reveal the factors which the Trustees took into account when arriving at a decision, or the reasons for the decision.

12 Accounts and appointment of Auditors

- 12.1 The Trustees shall keep such accounts, entries, registers and records as are necessary for the proper administration of the Scheme and may cause the said accounts to be prepared and audited annually by an appropriately qualified auditor whom the Trustees may appoint on such terms as they think fit. The Trustees may agree the remuneration of the auditor and such remuneration shall be an expense of the Scheme payable under Clause 18.
- 12.2 The Trustees shall on the reasonable request of the Member produce copies of the current accounts for the Scheme and of any other information which is, in the opinion of the Trustees, necessary to allow such Member to determine the value of the Trust Fund from time to time.
- 12.3 The Trustees shall submit copies of the Scheme accounts to the Director on an annual basis.

13 Appointment of Actuary

- 13.1 The Trustees may appoint, on such terms as they think fit, a person, being a Fellow of the Institute of Actuaries in England or Wales or a member of any other recognised professional actuarial organisation to act as actuary to the Scheme. The Trustees may agree the remuneration of the actuary and such remuneration shall be an expense of the Scheme payable under Clause 18.
- 13.2 The Trustees shall, on the reasonable request of the Member, produce copies of any actuarial valuation, or other actuarial advice obtained for the purposes of the Scheme.

14 Appointment of Administrator

The Trustees may appoint, on such terms as they think fit, a person, to act as Administrator to the Scheme and may delegate to the Administrator such duties and responsibilities as they shall see fit, pursuant to Clause 16 hereof. The Trustees may agree the remuneration of the Administrator and such remuneration shall be an expense of the Scheme. The Trustees may act as Administrator of the Scheme.

15 Professional advice

- 15.1 The Trustees may in relation to the Scheme appoint, on such terms as they think fit, and rely on the advice or opinion of any broker, lawyer, medical practitioner or other professional person including a firm or company of pension consultants whom the Trustees believe to be of good repute.
- 15.2 Without prejudice to the generality of Clause 10, no Trustee shall be liable for any loss to the Scheme or the Trust Fund occasioned as a result of acting or omitting to act in accordance with such advice or opinion (or the advice or opinion of the Actuary or the Auditor) provided that, in so acting or omitting to act, the Trustees are not guilty of fraud, wilful misconduct or gross negligence and further provided that the appointment and employment of the adviser (or the Actuary, Administrator or Auditor) was not made or permitted to continue by the Trustees in bad faith.
- 15.3 The cost of obtaining the advice or opinion of any person under Clause 15.1 (to the extent that it is not otherwise paid) shall form part of the expenses of the Scheme payable under Clause 18.

16 Delegation by Trustees

- 16.1 The Trustees shall have, and may exercise, the powers described in Sub-Clauses 16.1.1 to 16.1.4 below in addition to all other powers vested in them by the Instrument and by statute or common law:

- 16.1.1 power to delegate to any person or body of persons whom the Trustees believe to be of good repute (whether or not that person or one of those persons is one of the Trustees) such of the powers, duties, authorities and discretions over investment only conferred on the Trustees by the Instrument as they may deem expedient for the proper administration of the Scheme;
 - 16.1.2 power from time to time in writing to authorise such persons as they think fit to draw cheques on any banking account of the Scheme or to endorse any cheque or to give receipts and discharges and so that any such receipt or discharge shall be as valid and effective as if it were given by the Trustees and so that the provision of a written authority of the Trustees shall be a sufficient protection to any person taking any such receipts or discharge or otherwise acting under or relying upon such authority;
 - 16.1.3 power to appoint any Approved Insurer with which any annuity or assurance contracts have been effected to secure benefits payable under the Scheme as their agent or agents for the purpose of paying pensions and the receipt of such Approved Insurer shall be a sufficient discharge to the Trustees of their liability to pay such pensions; and
 - 16.1.4 power to make arrangements generally for the proper administration of the Scheme as they think fit and, in particular, to employ such agents and staff including a secretary to transact any business of the Scheme including signing certificates and making and receiving payments and granting receipts and discharges but subject always to the directions and instructions of the Trustees and to such regulations as the Trustees may make from time to time for the purpose of his or her duties.
- 16.2 The reasonable remuneration of any person or persons to whom the Trustees have delegated any function under Clauses 16.1.1 to 16.1.4 ("Delegate") shall form part of the expenses of the Scheme payable under Clause 18.
- 16.3 Without prejudice to the generality of Clause 10 no Trustee shall be liable for any loss to the Scheme or the Trust Fund caused by any act or default of any Delegate except where the delegation was made or was permitted to continue by the Trustees in bad faith or where, in the circumstances of the loss, the Trustees can be shown to be guilty of fraud, wilful misconduct or gross negligence.

17 Resignation of Trustees

- 17.1 A Trustee, being a person engaged in a profession or business, may charge and be paid all reasonable professional and other charges for business done and time spent and services rendered by him or his firm in connection with the trusts and powers of the Scheme both in acting as a professional adviser and for acting as Trustee.
- 17.2 Any Trustee who shall be a company authorised to undertake trust business shall be entitled to reasonable remuneration for its services in accordance with its published terms and conditions for trust business in force from time to time or, in the absence of such published terms and conditions, then its usual and proper charges from time to time applicable provided prior written notice of such terms and conditions or charges has been received and approved by the Member, and subject thereto, at least one Dependant or Relation.
- 17.3 The charges and remuneration payable under Clauses 17.1 or 17.2 above shall be payable from the Trust Fund unless the Trustee and the Member determine to the contrary.

18 Expenses of the Scheme

The Trustees shall be entitled to recover all reasonable expenses incurred in the administration of the Scheme from the Trust Fund and shall have a lien in respect of such expenses in priority to any claim of the Member or any other person contingently entitled to an interest in the Trust Fund.

19 Amendments to the Instrument and Rules

- 19.1 The Trustees shall have power, at any time by instrument in writing, to alter, delete or add to all or any of the provisions of this Instrument and/or the Rules, including amendments consequential to any changes in the Income Tax Law or other relevant laws (in any jurisdiction) provided that unless the Member's consent in writing is first obtained no such alteration, deletion or addition shall be such as to prejudice Approval or the Scheme's status as a "qualifying non-UK pension scheme" pursuant to the provisions of the Inheritance Tax Act.

- 19.2 Any alteration, deletion or addition under Clause 19.1 shall take effect from the date specified in the instrument in writing and, for the avoidance of doubt, such date may be prospective or retrospective.
- 19.3 The Trustees shall give the Member notice of any alteration, deletion or addition to this Instrument and/or the Rules affected under Clause 19.1, as well as the Director, within one month of the alteration, deletion or addition coming into effect.

20 Interest in Trust Fund

No person shall have a claim, right or interest upon or in respect of the Trust Fund or any contribution to the Trust Fund or any interest in the Trust Fund or any such claim upon or against the Trustees except as is provided under and in accordance with the provisions of the Scheme.

21 Overpayment of benefits

In the event of any overpayment of benefits the Trustees may deduct the amount overpaid from any benefits due subsequently to any person but without prejudice to such rights as the Trustees may have to recover the overpayment in another manner.

22 Copies of Instrument

The Member and any persons contingently entitled to an interest in the Scheme through the Member shall be entitled to request that the Trustees provide them with copies of this Instrument (and any ancillary trust documentation constituting the Scheme) on reasonable notice.

23 Termination of Scheme

- 23.1 Subject to Clause 23.2 below, the Scheme shall be terminated on the happening of the first to occur of any of the following events:

23.1.1 the termination of the Trust Period; or

23.1.2 the Trustees shall have given written notice of their intention to resign under Clause 7 hereof, or the Trustees shall be placed in compulsory or voluntary liquidation, and the Trustees as provided in Clause 6 hereof shall be unable to appoint or procure the appointment of another person ready to accept the office of Trustees as a replacement for the Trustees within thirty days after the giving of such notice or being placed in compulsory or voluntary liquidation.

- 23.2 On termination the Trustees shall:

23.2.1 first, reserve out of the Trust Fund such amount as they think appropriate for the payment of any costs, charges, fees, taxes, expenses and other liabilities owing to or incurred by them in administering and winding up the Scheme and any other sum properly payable out of the Trust Fund; and

23.2.2 second, use the Trust Fund to secure the benefits which are payable to or in respect of the Members or Member's Dependants and/or Relations under the Scheme either by any means permitted under the Rules or by the purchase of an annuity from an Approved Insurer on such terms as the Trustees may reasonably obtain (and as are consistent with the Rules) and as would be acceptable to the Director for the purposes of Approval and which would not prejudice the Scheme's status as a 'qualifying non-UK pension scheme' pursuant to the provisions of the Inheritance Tax Act.

- 23.3 Any part of the Trust Fund remaining after the provision of benefits under sub-Clause 23.2 shall at the discretion of the Trustees be either (and so far is consistent with Approval)

23.3.1 applied to augment the Member's or Dependants and/or Relations benefits; or

23.3.2 applied for the benefit of such charity or charities as the Trustees shall determine.

- 23.4 The Trustees shall be entitled to retain out of any money in their hands under the provisions of this Clause full provision for all duties and charges, expenses and other costs, charges, expenses, claims and demands incurred, made or apprehended by the Trustees in connection with or arising out of the termination the Scheme.

24 Removal of the Trust to another jurisdiction

24.1 If at any time the Trustees determine that it would be in the interests of the Member to remove the Scheme to the jurisdiction of some other country or place then, subject to the fulfilment of the conditions set out in Clause 24.2 hereof, the Trustee may by instrument in writing declare that, from the date of the instrument or any later date specified therein, the Scheme shall take effect in accordance with the law of some other country or place in any part of the world and subject thereto the Trustee shall have the power to institute such arrangements, mergers, liquidations or otherwise with regard to the Scheme or the assets and liabilities thereof as relevant and applicable law will permit. The forum for the administration of the Scheme shall thenceforth be conducted under the jurisdiction of the courts and in accordance with the laws of the country or place named in the declaration of the Trustees.

24.2 The Trustees may only exercise the power contained in Clause 24.1 hereof if the law of such other country or place to which jurisdiction it is proposed to move the administration of the Scheme recognises the existence of trusts and enforces the rights of beneficiaries under trusts and would grant the Trustee a valid discharge from its obligations and would not result in the imposition of any material taxes on the Trust Fund or the Member.

25 Application of the Trusts Law to the Scheme

Sections 23(b) (Trustees' duty to preserve and enhance the value of the Trust Fund); 26(1) (b) (i) and (ii) (Trustees' duty to provide information) and 29 (Trustees' duty of impartiality) of the Trusts Law shall not apply to the Scheme.

26 Governing law

This Instrument shall be subject to and interpreted in accordance with the law of Guernsey.

IN WITNESS OF WHICH this Instrument has been executed on the date specified above.

The COMMON SEAL of

SOVEREIGN TRUST (GUERNSEY) LIMITED

was duly affixed

in the presence of:

Director: _____

Director: _____

SIGNED BY

Member's Signature: _____

Name: _____

WITNESS:

Signature: _____

Print Name: _____

Address: _____

Occupation: _____

THE SCHEDULE

SCHEME RULES

1 Overriding provisions

- 1.1 Nothing in these Rules shall be taken to permit the payment of benefits to, or in respect of the Member other than as is permitted under section 157A of the Income Tax Law.
- 1.2 Notwithstanding any other contrary provisions of these Rules:
 - 1.2.1 at least seventy per cent (70%) of any sums received by the Trustee pursuant to Rule 3 or Rule 10 must be designated by the Trustee to provide the Member with an income for life, or in the case of the Member's death, so provided immediately before the Member's death; and
 - 1.2.2 the pension benefits payable to the Member under the Scheme (and any lump sum associated with those benefits) must be payable no earlier than they would be under section 165 of the Finance Act.

2 Contributions

- 2.1 The Member may contribute to the Scheme such amount or amounts at such time and in such manner as may from time to time be agreed in writing between the Member and the Trustees (including such lump sums as and when the Member may determine, if any).

3 Benefits at Normal Retirement Age

- 3.1 On the Member attaining Normal Retirement Age the Member may elect (by giving notice in writing to the Trustees, not less than one month before attaining Normal Retirement Age) to be provided with an annual pension payable for life by way of a non-assignable annuity either by:
 - 3.1.1 transferring the Trust Fund (less an amount representing reasonable security for any existing, future, contingent or other liabilities) to an Approved Insurer to purchase an annuity ("**Insurance Annuity**"); or
 - 3.1.2 by using the Trust Fund to secure an annual payment ("**Fund Annuity**") of a value not less than the annual value of (and on terms not less reasonable than) an open market annuity that could reasonably have been purchased by the Trustees had the Trustees transferred the Trust Fund to an Approved Insurer under Sub-Rule 3.1.1.
- 3.2 In default of receiving the Member's election under Rule 3.1, or in default of receiving the Member's election under Rule 4, on the Member attaining Normal Retirement Age, the Trustees may provide the Member with an annual pension payable for life by way of an Insurance Annuity or a Fund Annuity as the Trustees may determine.
- 3.3 When determining the value and terms of the Fund Annuity under Sub-Rule 3.1.2 the Trustees shall take and act upon the advice of the Actuary appointed under Clause 13 of the Instrument or (if there is no such Actuary) shall take an annuity quotation from a recognised insurance company.
- 3.4 For the avoidance of doubt where the Trustees use the Trust Fund or any part thereof to provide a Fund Annuity under Sub-Rule 3.1.2 the part of the Trust Fund remaining from time to time after payment of the annuity shall remain subject to the terms of this Instrument including (without limitation) the Trustees' powers of investment under Clause 3 of this Instrument.

4 Benefits after Normal Retirement Age

On attaining Normal Retirement Age the Member may elect (by giving notice in writing to the Trustees not less than one month before attaining Normal Retirement Age), instead of receiving his pension at Normal Retirement Age, to defer the pension benefit until any time not being later than the Member's 75th birthday. If the Member makes this election, then the pension benefits referred to at Rule 3 shall apply to this Rule.

5 Early Retirement on Account of Incapacity

- 5.1 If, before attaining the Normal Retirement Age the Member, in the opinion of the Trustees, becomes Incapacitated then, subject to any requirements in relation to Approval and subject to maintaining the Scheme's Status as a "qualifying non-UK Pension Scheme" pursuant to the provisions of the Inheritance Tax Act, the Trustees may immediately use the Trust Fund to provide the Member with a pension payable for life by way of annuity secured by either of the means permitted under sub-Rules 3.1.1 or 3.1.2 (as the Trustees shall determine).
- 5.2 For the avoidance of doubt, where the Trustees use the Trust Fund to provide a Fund Annuity the part of the Trust Fund remaining from time to time after payment of the annuity shall remain subject to the terms of this Instrument including (without limitation) the Trustees' powers of investment under Clause 3 of this Instrument.

6 Pension Increases

The Trustees may increase any pension payable under these Rules by 5% compounded for each complete year or, if greater, in line with any increase in the Index, or as may be actuarially determined.

7 Lump Sum Payments

- 7.1 At any time after the Normal Retirement Age of the Member the Member may with the consent of the Trustees, elect to commute part of the value of the Trust Fund for an immediate cash lump sum payment.
- 7.2 If before attaining Normal Retirement Age the Member in the opinion of the Trustees becomes Incapacitated then, subject to any requirements in relation to Approval and subject to maintaining the Scheme's Status as a "qualifying non-UK pension scheme" pursuant to the provisions of the Inheritance Tax Act, the Trustees may commute part of the value of the Trust Fund for an immediate cash lump sum payment.
- 7.3 The amount of such cash lump sums referred to in Rules 7.1 and 7.2 above shall be determined by the Trustees by reference to the Trust Fund provided that such lump sum when aggregated with any other lump sums the Member may have previously received from the Trust Fund shall not exceed an amount equal to 30% of the value of the Trust Fund at the date of determination.

8 Death of a Member

Death before retirement

- 8.1 If the Member dies before the Member is in receipt of either an Insurance Annuity or Fund Annuity the Trustees shall apply the Trust Fund at the date of death:
- 8.1.1 to provide an immediate cash lump sum (being the value of the Trust Fund less liabilities and taxes) at the Trustees discretion payable to such persons the Trustees shall decide taking into consideration the Member's Dependants, Relations and the Member's expression of wishes (if any) given pursuant to Rule 8.5; or
- 8.1.2 if the Member has previously so elected pursuant to Rule 8.5, to provide one or more of his Dependants and/or Relations with a pension payable for life in the manner set out at Rule 3.1.1 or 3.1.2.
- 8.2 If the Member dies before the Member is in receipt of either an Insurance Annuity or Fund Annuity and without being survived by one or more Dependants and/or Relations and without leaving an expression of wishes pursuant to Rule 8.5 the Trustees shall apply the assets of the Trust Fund at the date of death in accordance with Clause 23 of this Instrument.

Death in retirement - Fund Annuities

- 8.3 If the Member dies whilst in receipt of a Fund Annuity and if the Member has previously so elected pursuant to Rule 8.5 the Trustees shall apply the balance of the Trust Fund then remaining to provide a pension for life by way of annuity for one or more of the Dependants and/or Relations in such manner and on such terms (being consistent with Approval) as the Trustees shall decide, or provide a cash lump sum for the benefit of such of the Member's Dependants and/or Relations or other persons as the Trustees shall decide having regard to the Member's expression of wishes (if any) given pursuant to Rule 8.5.

- 8.4 Subject to Clause 8.3 if the Member dies whilst in receipt of a Fund Annuity without being survived by one or more Dependants and/or Relations the Trustees shall apply the balance of the Trust Fund then remaining in their hands to such charity or charities determined as the Trustees may determine.

Expression of wishes by Member as to death benefits

- 8.5 The Member may, in relation to any benefit payable under these Rules elect to provide the Trustees with his or her wishes as to who will benefit from the Trust Fund and in what proportions.
- 8.6 Without prejudice to the generality of Clause 10 of this Instrument the Trustees (fraud, wilful misconduct and gross negligence being absent) shall not be liable in any way whatsoever for any failure on the part of any Approved Insurer to adhere to the wishes of the Member as to Dependants and/or Relations' pensions expressed by the Member pursuant to Rule 8.5 and nor shall such Trustees be bound to follow the wishes of the Member if the Trustees consider it prudent not to do so.

Payment of cash lump sums

- 8.7 Any cash sum payable under the Rules may subject to payment of any tax due, be paid by the Trustees directly to the recipient or may, in cases where the recipient is a minor or otherwise legally incapacitated, be paid to the recipient's parent or guardian. Alternatively the Trustees may arrange for the cash sum to be settled on such trusts and on such terms and with such persons acting as trustees as they decide.

Changes in Dependants and/or Relations' circumstances

- 8.8 Any benefits payable from the Trust Fund under these Rules to a Dependant or Relation other than the Member's surviving spouse shall remain payable only for as long as the Dependant or Relation would have qualified as a Dependant or Relation had the Member been living. On a Dependant or Relation ceasing to qualify as such the Trustees may, in their absolute discretion, apply the Trust Fund (or the part of the Trust Fund being used to provide the benefit for the Dependant or Relation) either:
- 8.8.1 to increase the benefits (if any) then payable to the Member's other Dependants and/or Relations in such manner as they think fit and as is consistent with Approval; or
- 8.8.2 to pay a benefit (whether by lump sum or annuity) to one or more of the Member's other Dependants and/or Relations on such terms as they think fit and as are consistent with Approval.

Limits on death benefits payable

- 8.9 No Insurance Annuity or Fund Annuity payable to the Member's surviving spouse under the Rules shall exceed the annual amount paid by way of annuity to the Member under the Scheme.

9 Transfer payments

Transfers in

- 9.1 The Trustees may accept an "approved inward transfer payment" (as that term is defined in Section 157B(1) of the Income Tax Law) of any property from any trustee, administrator or other person having management of any one or more of the schemes referred to in section 157(B)(1)(a) to (f) of the Income Tax Law.
- 9.2 Before accepting an approved inward transfer payment the Trustees:
- 9.2.1 shall first have satisfied themselves that to do so will not prejudice Approval or the Scheme's status as a "qualifying non-UK pension scheme" pursuant to the provisions of the Inheritance Tax Act; and
- 9.2.2 shall have agreed to observe and comply with any applicable undertaking or other regulatory or fiscal restriction imposed as a precondition to the transfer by the Director or by a competent tax authority of any other jurisdiction and any other applicable restrictions or requirements on the transfer of assets to arrangements such as the Scheme which are contained in a written code of practice or other published document and issued by the Commission or by any other regulator of any other jurisdiction.

Transfers out

- 9.3 Rule 9.4 only applies where the Member becomes a member of any one or more of the arrangements listed in sub-sections 157C(1)(a) to (e) of the Income Tax Law and for the purposes of Rules 9.4, 9.5 and 9.6 any such arrangement shall be referred to as "**Transferee Scheme**".
- 9.4 A Member may apply in writing to the Trustees, and if the rules of the Transferee Scheme permit, the acceptance of transfer payments, the Trustees shall transfer the whole of the Trust Fund to the trustees or administrators of the Transferee Scheme.
- 9.5 In any case where the cash or assets transferred pursuant to Rule 9.4 represent the whole of the Trust Fund:
- 9.5.1 the Member, and any person contingently entitled under the Scheme through the Member, shall cease to have any entitlement under the Scheme; and
- 9.5.2 the receipt of the cash or assets by the trustees or administrator of the Transferee Scheme shall operate as a complete discharge to the Trustees in respect of the Member or any person contingently entitled through the Member.
- 9.6 No transfer payment may be made under Rule 9.4 if it would prejudice Approval or the Scheme's status as a "qualifying non-UK pension scheme" for the purposes of the Inheritance Tax Act or cause the Trustees to contravene any other requirement or restriction applying to transfers of assets from arrangements such as the Scheme and whether imposed by the Law, the Director, the Commission or by any other regulator or fiscal authority.
- 9.7 The Trustees shall, before making any transfer payment under Rule 9.4, be entitled to deduct any tax due in respect of the transfer and may also first deduct a sum or assets representing reasonable security for their costs, fees and expenses including taxes which are referable to the cash or assets being transferred.

10 General provisions relating to benefits

Payment of annuities

- 10.1 Payment of an annuity under the Scheme shall be made by the Trustees monthly with the first payment being due on the date on which the Member first becomes eligible to receive the annuity. Alternatively an annuity may be payable either quarterly, half yearly or annually if the Member and the Trustees so agree and such payments would not prejudice Approval.

Deduction of tax

- 10.2 Without prejudice to any express provision contained in this Instrument the Trustees shall be entitled to deduct, from any annuity payable, a sum equal to any tax, levy or duty for which the Trustees become liable whether such tax levy or duty is enforceable or not and from any benefit or other payment made under the Scheme a sum equal to any tax, levy or duty (and any interest or penalty chargeable on such sum) for which the Trustees become liable in consequence of such payment.

Bankruptcy of Member

- 10.3 If the Member either:
- 10.3.1 shall be adjudicated bankrupt or shall have a receiving order made against him or shall make any arrangements or composition with his creditors having the effect of a charge upon any benefit to which he is entitled or prospectively entitled under the Scheme; or
- 10.3.2 does or suffers anything whereby such benefits or any part of such benefits would, but for this Rule, become vested in or payable to any other person or the Member would be deprived of the right to receive the benefits

the Trustees may terminate the Member's entitlement to benefit and apply any sum which, but for such termination, would have been payable to or in respect of the Member for the benefit of the Member's Dependants and/or Relations in such manner as they think fit and as is consistent with Approval and the Scheme's status as a 'qualifying non-UK pension scheme' under the provisions of the Inheritance Tax Act.

Provision of notices

- 10.4 Any notice which is required to be given to any person under the Scheme may be given personally or sent through the post to the person's last known address or, if required to be given or served upon the Trustees, shall be sent by registered post addressed to the Trustees at the registered office or last known address of the Trustees and to establish proper service it shall be sufficient to prove that the notice was properly addressed and posted. Any notice sent through the post shall, in the absence of evidence that it was received at an earlier date, be deemed to have been received on the fourth day after posting.

Provision of evidence

- 10.5 The Member shall provide the Trustees with:
- 10.5.1 evidence of the date of his or her birth and (where appropriate) of his or her marriage and the age of his or her surviving spouse; and
 - 10.5.2 such evidence and information as they may reasonably require in connection with the provision of any annuity or for any other purpose of the Scheme.
- 10.6 Any person who becomes eligible to receive a benefit under the Scheme shall produce such evidence and information as may reasonably be required by the Trustees for the purposes of the Scheme and for payment of the benefit.

11 Amendment to Rules

These Rules may be altered or modified from time to time in the manner provided for in Clause 19 of this Instrument.

Application Form Mandatory Documentation Checklist:

- Deed signed by the member in the presence of a witness.
- Signed declaration.

Additional Personal Documents Checklist:

- Original certified copy passport.
- 2 x certified proof of residential address not older than three months.
- Verification of residential address letter completed by your financial advisor if required.
- Source of wealth documentation
- CV or employment history.



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