



VTWUV'CRRNE CVKQP'HQTO

**30**     RGTUQP CN'F GVC'KNU'QHUGVVNOT<

NAME: \_\_\_\_\_

RESIDENT ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CONTACT INFORMATION:

HOME % \_\_\_\_\_

WORK % \_\_\_\_\_

EMAIL: \_\_\_\_\_

CELL % \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

NATIONALITY: \_\_\_\_\_

DOMICILE: \_\_\_\_\_

NOTARISED PASSPORT COPY IS ATTACHED

YES

NO

PROFESSIONAL REFERENCE IS ATTACHED

YES

NO

BANK REFERENCE IS ATTACHED

YES

NO

AFFIDAVIT OF SOLVENCY IS ATTACHED

YES

NO

COPY OF UTILITY BILL IS ATTACHED

YES

NO

DECLARATION OF SOURCE OF FUNDS IS ATTACHED

YES

NO

**40**     FGVCKNGF'TGCUQPUHQ'T'VJ G'GUVCDNKUJ O GPV'QH'VJ G VTWUV<

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

50 RTOROUGE'P CO G'QHVTWUV< \_\_\_\_\_

60 V| RG'QHVTWUV<

- A) DISCRETIONARY TRUST      YES       NO
- B) PURPOSE TRUST      YES       NO
- C) CHARITABLE TRUST      YES       NO
- D) OTHER      YES       NO

70 PKWICN'VTWUV'HWP F IEQTRWU<

- A) CASH      YES       NO       AMOUNT
- B) SHARES/STOCK      YES       NO       COMPANY
- C) REAL PROPERTY      YES       NO

D) OTHER \_\_\_\_\_

E) WHAT (IF ANY) ADDITIONAL ASSETS DO YOU INTEND TO ADD TO THE TRUST FUND?  
\_\_\_\_\_

80 FQ' QWY KU 'RPVGTPCVKQPCN'VTWUV'UGTXREGUNKO K/GF \$\*WUN-\$ VQ'CEV'CU' QWT  
VTWUVGGA

(PLEASE REFER COMPLETE OUR TRUSTEE INDEMNITY IF YES)      YES       NO

IF \$PQS, PLEASE PROVIDE THE FOLLOWING INFORMATION REGARDING YOUR TRUSTEE:

NAME: \_\_\_\_\_

RESIDENT ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

CONTACT INFORMATION:

HOME % \_\_\_\_\_

WORK % \_\_\_\_\_

EMAIL: \_\_\_\_\_

CELL % \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

NATIONALITY: \_\_\_\_\_

DOMICILE: \_\_\_\_\_

90 FO' I QWY KU 'P VGTP CVKQP CN'VTWUV'UGTXIEGUNKO KVG \$\*WUN-\$ VO'RTQXIF G'C  
RTQVGEVOT QHVJ G'VTWUVA

YES  NO

IF \$PQ\$, PLEASE PROVIDE THE FOLLOWING INFORMATION REGARDING YOUR PROTECTOR:

NAME: \_\_\_\_\_

RESIDENT ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CONTACT INFORMATION:

HOME % \_\_\_\_\_

WORK % \_\_\_\_\_

EMAIL: \_\_\_\_\_

CELL % \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

NATIONALITY: \_\_\_\_\_

DOMICILE: \_\_\_\_\_

:0 FO' I QWY KU 'P VGTP CVKQP CN'VTWUV'UGTXIEGUNKO KVG \$\*WUN-\$ VO'TGVCKP'CP  
CVVQTPG /CV/NCY 'HOT' I QWT'VTWUVA

YES  NO

IF \$PQ\$, PLEASE PROVIDE THE FOLLOWING INFORMATION REGARDING YOUR ATTORNEY-AT-LAW:

NAME: \_\_\_\_\_

RESIDENT ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CONTACT INFORMATION:

HOME % \_\_\_\_\_

WORK % \_\_\_\_\_

EMAIL: \_\_\_\_\_

CELL % \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

NATIONALITY: \_\_\_\_\_

DOMICILE: \_\_\_\_\_

9. **DO YOU WISH INTERNATIONAL TRUST SERVICES LIMITED "(ITSL)" TO RETAIN AN INVESTMENT ADVISOR FOR YOUR TRUST:**

YES  NO

IF "NO", PLEASE PROVIDE THE FOLLOWING INFORMATION REGARDING YOUR INVESTMENT ADVISOR:

NAME: \_\_\_\_\_

RESIDENT ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CONTACT INFORMATION:

HOME #: \_\_\_\_\_

WORK #: \_\_\_\_\_

EMAIL: \_\_\_\_\_

CELL #: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

NATIONALITY: \_\_\_\_\_

DOMICILE: \_\_\_\_\_

10. **BENEFICIARY INFORMATION:**

A) DO YOU WISH TO BE NAMED A BENEFICIARY? YES  NO

B) DO YOU WISH TO BE IRREVOCABLY EXCLUDED AS A BENEFICIARY? YES  NO

C) DO YOU WISH YOUR SPOUSE (IF ANY) TO BE NAMED A BENEFICIARY? YES  NO

IF "YES" TO (C), PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION CONCERNING YOUR SPOUSE:

NAME OF SPOUSE: \_\_\_\_\_

RESIDENT ADDRESS: \_\_\_\_\_

CONTACT INFORMATION:

HOME #: \_\_\_\_\_

WORK #: \_\_\_\_\_

EMAIL: \_\_\_\_\_

CELL #: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

NATIONALITY: \_\_\_\_\_

DOMICILE: \_\_\_\_\_

D) DO YOU WISH ANY OTHER PERSON TO BE NAMED A BENEFICIARY?

YES  NO

IF "YES" TO (D), PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION CONCERNING THE OTHER BENEFICIARIES:

**BENEFICIARY 1 :** \_\_\_\_\_

RESIDENT ADDRESS: \_\_\_\_\_

CONTACT INFORMATION:

HOME #: \_\_\_\_\_

WORK #: \_\_\_\_\_

EMAIL: \_\_\_\_\_

CELL #: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

NATIONALITY: \_\_\_\_\_

DOMICILE: \_\_\_\_\_

RELATIONSHIP TO SELF: \_\_\_\_\_

SHARE %: \_\_\_\_\_

**BENEFICIARY 2 :** \_\_\_\_\_

RESIDENT ADDRESS: \_\_\_\_\_

CONTACT INFORMATION:

HOME #: \_\_\_\_\_

WORK #: \_\_\_\_\_

EMAIL: \_\_\_\_\_

CELL #: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

NATIONALITY: \_\_\_\_\_

DOMICILE: \_\_\_\_\_

RELATIONSHIP TO SELF: \_\_\_\_\_

SHARE %: \_\_\_\_\_

***\*IF YOU HAVE ADDITIONAL BENEFICIARIES, KINDLY ADD TO A SEPARATE SHEET OF PAPER AND ATTACH TO THIS APPLICATION.***

**11. INCOME UNDER THE SAID TRUST SHALL BE DISTRIBUTED AS FOLLOWS:**

A) PAID TO BENEFICIARIES

QUARTERLY

SEMI-ANNUALLY

ANNUALLY

OR

ACCUMULATED AND ADDED TO THE CAPITAL UNTIL NOTICE BY SETTLOR

OR

C) PLEASE EXPLAIN: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**12. UPON YOUR DEATH, DO YOU WISH THE TRUST TO BE:**

CONTINUED

CONTINUED IF THE SURVIVING BENEFICIARIES SO DESIRE

DISSOLVED AND THE ACCRUED INCOME AND CAPITAL DISTRIBUTED TO THE FOLLOWING PERSONS:

**NAME :** \_\_\_\_\_

**RESIDENT ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**CONTACT INFORMATION:**

**HOME #:** \_\_\_\_\_

**WORK #:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**CELL #:** \_\_\_\_\_

**DATE OF BIRTH:** \_\_\_\_\_

**OCCUPATION:** \_\_\_\_\_

**NATIONALITY:** \_\_\_\_\_

**DOMICILE:** \_\_\_\_\_

**RELATIONSHIP TO SELF:** \_\_\_\_\_

**SHARE %:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**RESIDENT ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**CONTACT INFORMATION:**

**HOME #:** \_\_\_\_\_

**WORK #:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**CELL #:** \_\_\_\_\_

**DATE OF BIRTH:** \_\_\_\_\_

**OCCUPATION:** \_\_\_\_\_

**NATIONALITY:** \_\_\_\_\_

**DOMICILE:** \_\_\_\_\_

**RELATIONSHIP TO SELF:** \_\_\_\_\_

**SHARE %:** \_\_\_\_\_

NAME : \_\_\_\_\_

RESIDENT ADDRESS: \_\_\_\_\_

CONTACT INFORMATION:

HOME #: \_\_\_\_\_

WORK #: \_\_\_\_\_

EMAIL: \_\_\_\_\_

CELL #: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

NATIONALITY: \_\_\_\_\_

DOMICILE: \_\_\_\_\_

RELATIONSHIP TO SELF: \_\_\_\_\_

SHARE %: \_\_\_\_\_

13. (A) **DOES ANY SETTLOR, BENEFICIARY, OR THEIR CLOSE FAMILY MEMBER HOLD POLITICAL OR PUBLIC OFFICE IN ANY COUNTRY?**

YES  NO

(B) **HAS ANY SETTLOR, BENEFICIARY, OR THEIR CLOSE FAMILY MEMBER HELD POLITICAL OR PUBLIC OFFICE IN ANY COUNTRY WITHIN THE LAST TEN YEARS?**

YES  NO

\*PLEASE ELABORATE IF THE ANSWER IS "YES" TO ANY OF THE ABOVE:

\_\_\_\_\_  
\_\_\_\_\_

14. **I HEREBY AGREE TO COMPLETE AND EXECUTE THE AFFIDAVIT OF SOLVENCY IN APPENDIX 2.**

YES  NO



15. **ACCOUNTING RECORDS**

UNDER THE LAWS OF BELIZE IT IS MANDATORY FOR ALL BELIZE TRUSTS AND ENTITIES TO KEEP RELIABLE ACCOUNTING RECORDS. THE ACCOUNTING RECORDS SHALL INCLUDE SUFFICIENT INFORMATION TO EXPLAIN THE COMPANY'S TRANSACTIONS AND DETERMINE THE FINANCIAL POSITION OF THE ENTITY WITH REASONABLE ACCURACY. THE ENTITY SHALL PROVIDE ITS TRUST AGENT WITH A WRITTEN RECORD OF THE PHYSICAL ADDRESS OF THE PLACE(S) WHERE THE ACCOUNTING RECORDS ARE KEPT AND NOTIFY THE TRUST AGENT OF ANY CHANGE THERETO WITHIN FOURTEEN (14) DAYS OF SUCH CHANGE.

THE PHYSICAL ADDRESS FOR RETENTION OF ACCOUNTING RECORDS/TRANSACTION RECORDS FOR THE COMPANY IS:

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16. **THE PURPOSE OF THE TRUST AS STATED IN THE TRUST INSTRUMENT SHALL BE:**

***N.B. THIS SECTION IS TO BE COMPLETED IN THE CASE OF PURPOSE TRUSTS ONLY.***

**17. SPECIAL ADMINISTRATIVE INSTRUCTIONS (IF ANY):**

I HEREBY AUTHORIZE INTERNATIONAL TRUST SERVICES LIMITED "ITSL" TO ESTABLISH A TRUST IN ACCORDANCE WITH THE FOREGOING INSTRUCTIONS. I ALSO AGREE TO SUPPLY INTERNATIONAL TRUST SERVICES WITH ALL THE NECESSARY DUE DILIGENCE REQUIREMENTS SPECIFIED IN APPENDIX 8.

I HAVE READ, UNDERSTOOD AND I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF SERVICE SET OUT IN APPENDIX 1 AND I FURTHER AGREE THAT IF I REQUEST ADDITIONAL WORK FROM INTERNATIONAL TRUST SERVICES LIMITED, I WILL BE BILLED AT AN HOURLY RATE OF US\$200.00 OR SUCH OTEHR RATE AS MAY BE MUTUALLY AGREED BETWEEN INTERNATIONAL TRUST SERVICES LIMITED AND MYSELF.

**DATED THIS                      DAY OF                      , 20                      .**

\_\_\_\_\_  
**NAME OF APPLICANT IN BLOCK LETTERS**

\_\_\_\_\_  
**SIGNATURE OF APPLICANT**

## **APPENDIX 1**

### **TERMS AND CONDITIONS**

#### **1. TRUSTEE TERMS AND CONDITIONS**

- a) International Trust Services Limited ("the Company") as Trustee requires real control of the trust assets. If the Company as Trustee owns the shares of a corporate entity but is not in control of such an entity then the manager of such entity must inform the Company in writing of all operations/transactions that the entity conducts.
- b) The Company must be kept fully informed in a timely fashion of any pending, past, current, or anticipated future litigation involving any party associated with the trust or any other matter related to the trust that the Trustee may deem as important.
- c) If any trust or party associated with the trust that the Company provides services for enters litigation or is a party to litigation (as defendant or otherwise), the Company has the right to request a refundable deposit of at least ten thousand (US\$10,000.00) to cover the Company's legal fees, anticipated fees, security for costs, court fees, time spend thereon, other parties' attorneys' costs in the event of loss, and litigation expenses. The unused portion of the deposit will be refunded at a time the Company deems appropriate or the matter is completed with no appeal. The Company further reserves the right to resign or settle the court action in the best interest of the Company if circumstances dictate (which should be at the sole and absolute discretion of the Company) or if cooperation, payment, communication, or other assistance or facilitation by settlor(s) or any associated party is not forthcoming or timely.
- d) No invoice should remain thirty days past due.
- e) Parties associated with the trust includes settlor(s), beneficiaries, protectors and their legal advisors and investment advisors. All instructions or comments on the Company should be in writing.
- f) The Company retains the right to resign for breach of any above-mentioned clauses of if the Company considers it in its best interest to do so. The Company will give appropriate notice of such resignation.
- g) Although not bound by foreign court orders, the Company would be deemed to be breaking a law (Civil or Criminal) of any foreign state or Belize if by its action, or non action, it could be deemed in contempt of that court.

#### **2. OTHER TERMS AND CONDITIONS**

##### **1.) General**

1.1 Where International Trust Services Limited (and any subsidiary or associated company as the context shall admit) ("ITSL") is requested to create non-Belizean entities ITSL will procure the services of a third party whose own terms and conditions shall govern the relationship between you ("the client") and such third party. The ITSL Terms and conditions shall continue to apply between the Client and ITSL insofar as they are relevant.

1.2 ITSL agrees to carry out services including arranging for the established of a BELIZE Trust and/or a BELIZE International Business Company (the Trust/Company") as agreed with the Client. If required ITSL will nominate associates, subsidiaries or other persons, natural or juridical, as trustees, directors or agents as appropriate ("Appointees") of the Trust/Company and supply the services of company secretary, nominee shareholders, registered office, registered agent, administrative office, administration services and, where appropriate maintain accurate accounting records.

1.3 Where ITSL provides Appointees, it shall be responsible for the administration of the Trust/Company and for any other matter connected with the proper running of the Trust/Company at the Trust/Company's expense. ITSL including the Appointees may carry out services of a similar nature for

INITIALS \_\_\_\_\_

other Clients. ITSL reserves the right to procure the liquidation of all or any of the Trust/Company's assets to meet the Trust/Company's obligations including sums due to ITSL.

1.4 Except where required by law, ITSL or the Appointees shall not be obligated to commence or become party to any legal proceedings on behalf of the Trust/Company.

1.5 ITSL Shall not without the written permission of the client disclose any confidential information belonging to the Client or his affairs or any Trust/Company or their respective assets or dealings save for the purpose of fulfilling its obligations hereunder, pursuant to an order of the court in any relevant jurisdiction or to satisfy the legal or regulatory requirements of any relevant jurisdiction.

1.6 The Client shall promptly provide ITSL, when requested, with information or documentation on any matter concerning the Trust/Company, Appointees, beneficiaries, protectors or advisors, or any of its assets or liabilities.

1.7 All fees and reimbursement of costs and expenses incurred by ITSL and the Appointees are due for payment on the date of issue of the invoice in respect thereof.

1.8 Without prejudice to clause 3.2, ITSL is entitled to deduct, with or without notice to the Client, any fees and/or expenses including (but not limited to) those in clause 7 from any monies held by ITSL or its Appointees in the name of or under the control of the Trust/Company (including bank accounts) which ITSL or the Appointees is authorized to operate.

1.9 ITSL may vary the terms of this agreement from time to time in such manner as it sees fit upon notice to the client.

1.10 ITSL is entitled to retain for its own use and benefit any commissions customarily or by usage payable to it in the course of its administration of the Trust/Company's assets.

1.11 In respect of each BELIZE Company the client shall sign an undated Appointment of Director form appointing the client as a Director of the company and hereby grants authority to ITSL to execute such Form in circumstances where either ITSL or the Client deem it appropriate for the Appointees to resign as director(s).

## **2. Compliance**

2.1 The Client agrees to answer any and all enquires put to him by ITSL in order that ITSL may carry out due diligence checks. If such information is not forthcoming ITSL retains the right to suspend the provision of services under this agreement until such information is received. ITSL is not under a duty to give, and is not responsible for giving, tax advice to the Client. It is the responsibility of the Client to obtain professional tax advice relevant to his position in all appropriate jurisdictions.

2.2 ITSL and each of the Appointees is irrevocably authorized by the Client to give to the Financial Intelligence Unit, and any other authority elsewhere with the power to demand the same without notice to the Client all such information and assistance as shall be requested under or pursuant to laws relating to banking and money laundering including drug trafficking, prevention of terrorism and proceeds of crime or any other laws relating to or applicable to companies (and other entities) incorporated, administered or managed in or from the BELIZE and/or their directors, officers and shareholders. This authority shall remain valid notwithstanding the termination of this agreement.

2.3 The Client authorizes ITSL and each of the Appointees to seek from any individual or organization information to confirm the identity and address of the Client or any directors of the Client, as may be required by ITSL and the Appointees to fulfill their obligations in compliance with local, extra jurisdictional or multi-jurisdictional legislation, regulations, agreements, codes of practices or treaties including (but not limited to) the prevention and detection of money laundering, drug trafficking, terrorism or the disposal of the proceeds of crime.

2.4 No liability shall attach to ITSL or the Appointees in respect of or arising out of any act or omission of ITSL pursuant to the provisions of this clause 2.

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### **3. INDEMNITIES AND GUARANTEE**

3.1 The Client shall defend indemnify and keep indemnified ITSL, the Appointees, their respective officers, employees and estate against all and any losses and costs suffered by any of them (including any Directors' costs or expenses) arising directly or indirectly out of or in connection with (a) this agreement, the services carried out by them hereunder, or the appointment of any of them as trustees or directors or (b) any claim brought against them as trustees or directors, save in either case in respect of any fraud committed by the person sought to be made liable. Neither ITSL, its associated companies or any of their agents, officers or employees or respective estates shall be liable to the Client in respect of any acts or omissions of ITSL or any of its associated companies or any of their agents officers or employees except in the case of fraud on the part of ITSL or any such agent, officer or employee. The provisions of this clause shall continue in full force and effect notwithstanding the termination of this agreement for any reason whatsoever and/or the resignation of any of the Appointees.

3.2 The Client guarantees the obligations of each Trust/Company established on behalf of the Client in accordance with this agreement to pay all fees and expenses incurred by ITSL and the Appointees together with all interest charged if such fees and expenses are not settled by the due date.

3.3 The Client hereby abandons any right which at any time the Client may have under the existing or future law to require that recourse be had to assets of the Trust/Company or that the Client's liability hereunder be apportioned with any other person before any claim be enforced hereunder and the Client undertakes that if he is used hereunder and the Trust/Company be not sued also the Client will not claim that the Trust/Company be made a party to the proceedings.

### **4. TERMINATION**

This agreement may be terminated at any time by ITSL upon giving to the Client notice of termination in writing. If the Client is desirous of terminating this agreement, it shall give notice in writing to ITSL requesting it to terminate this agreement, ITSL shall within one month thereof terminate this agreement by giving not more than one month's notice in writing to the trustees or directors (as appropriate) of the Trust/Company provided that all outstanding fees, expenses and any interest owed to ITSL or its Appointees are duly settled and all other obligations of the Client hereunder are duly performed by or on behalf of the Client. Such termination shall give rise to no liability on the part of ITSL or any of the Appointees provided under this agreement.

### **5. WARRANTIES**

The Client warrants that all investments, securities and other property delivered to ITSL by the Client or on the Client's behalf will be free of any mortgage, charge, lien security interest or other encumbrance and will not infringe the rights of any third parties. The Client further warrants that all information supplied by the Client to ITSL or any agent of ITSL whether orally or in writing at any time relating to the business or financial affairs of the Client is and will be true and accurate in all material respects and the Client has not omitted and will not omit or withhold any information which could render the information so supplied inaccurate in any material respect.

### **6. PROVISIONS OF APPOINTEES**

If the Client requests ITSL to provide the services of one or more of its staff or others to act as Appointees of the Trust/Company or as alternate directors, such request shall be treated as having been made on the following basis:

6.1 the Appointees shall have exclusive conduct of the control, management and administration of the Trust/Company;

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6.2 the Appointees and ITSL may take such advice and obtain such assistance as to the running of the Trust/Company and its affairs and business as they think appropriate at the expense of the Trust/Company;

6.3 the Appointees shall have authority on behalf of the Trust/Company to enter into any contract with ITSL, its subsidiaries and agents and bind the Trust/Company accordingly;

6.4 ITSL shall not be precluded from carrying out services for any other person nor shall the Appointees be precluded from holding office in any other Trust/Company or from carrying out services for any other person.

## **7. FEES**

In consideration for the services set out in this Agreement ITSL shall be entitled to receive the fees set out below subject to clause 7.7:

7.1 All Customary Fees as ITSL may charge from time to time for business done, time spent and services rendered in the incorporation of the Trust/Company, including but not limited to (a) Annual Registered Agent/Office Fees; (b) Annual Trustee Responsibility Fees and Administration Retainer payable by 1 January each year; (c) Annual Government Fees payable to the relevant authorities by 1 January each year;

7.2 Disbursements are charged in addition to the above fees on a monthly basis or at any other interval at the discretion of BTC;

7.3 ITSL reserves the right to agree with the client an alternative fee structure for the Client that is mutually acceptable and is not necessarily based on the structure as detailed in this clause 7. any such alternative fee structure shall be in writing and signed by a director of ITSL;

7.4 ITSL is entitled to settle all fees and/or expenses from monies held by ITSL (see clause 1.7 above);

7.5 Time for payment of any sum due to ITSL shall be of the essence and interest on sums overdue to ITSL shall accrue from the date when payment becomes due the date when payment becomes due from day to day until the date of payment at a rate of 2% per month and shall accrue at such a rate as well as before any judgment.

## **8. BREACH OF OBLIGATIONS AND RESIGNATIONS**

Without prejudice to any other remedy or course of action available to ITSL or the Appointees, in the event of any breach by the Client of any of its obligations under this agreement including without limitation any failure on the part of the Client to give adequate assistance or information as requested by ITSL.

8.1 ITSL and/or the Appointees may cease at their discretion to take any further action in respect of any of all of its or their responsibilities under this agreement until the matter complained of as notified to the Client has been duly remedied by the Client to the reasonable satisfaction of ITSL and/or the Appointees;

8.2 ITSL and/or the Appointees may, if the matter has not been duly remedied to their reasonable satisfaction within 30 days of the notification referred to in clause 8.1, cause the Trust/Company to be liquidated or wound up or subject to any equivalent procedure in any jurisdiction without any liability on the part of ITSL or the Appointees.;

8.3 ITSL may, if the matter has not been duly remedied to the reasonable satisfaction of ITSL and/or the Appointees within 30 days of the notification referred to in clause 8.1, transferred or cause to be transferred to the Client and share/assets held by the Trust/Company without further notice to the Client after deduction of all fees and expenses due to it and any interest incurred;

8.4 the Appointees may at any time resign as Appointees subject to the Articles of Association of the Company or the specific terms of the relevant Trust Deed.

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## **9. JURISDICTION**

This agreement shall be governed by the laws of Belize, the courts of which shall have exclusive jurisdiction in relation to any dispute with respect to the subject matter or construction of this agreement. For the benefit of ITSL, the Client irrevocably submits to the jurisdiction of the Belize courts in relation to any dispute with respect to the subject matter or construction of this agreement but without prejudice to the right of ITSL to institute or enforce proceedings in any other court or tribunal having jurisdiction. The Client further irrevocably authorizes ITSL or any of its Appointees to accept or otherwise appoint an agent resident in Belize to accept service of legal process in claims or proceedings by or between ITSL and/or any of its Appointees and the Client.

10. Failure or delay by ITSL in enforcing or partially enforcing any provision of this Agreement will not be construed as a waiver of any of its rights under this Agreement.

11. Any waiver by the ITSL of any breach of, or any default under, any provision of this Agreement by the Client will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.

12. The Client shall not be entitled to assign this Agreement or any part of it without the prior written consent of ITSL. ITSL may assign this Agreement or any part of it to any person, firm or company.

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INITIALS \_\_\_\_\_

**APPENDIX 2**

**AFFIDAVIT OF SOLVENCY**

**BELIZE**

I, \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, BEING DULY SWORN HEREBY MAKE OATH  
AND SAY as follows:

1. I am the/one of the Settlor (s) of the \_\_\_\_\_ TRUST (hereinafter called "the Trust"), and I contemplate making transfers of property thereto in addition to my initial nominal contribution thereto.
2. At the time of signing this affidavit, I have not been named a party in any proceeding and do not have any pending or threatened claims in the jurisdiction of my residence or ordinary residence or in any other jurisdiction except for the following:
  - a) \_\_\_\_\_
  - b) \_\_\_\_\_
  - c) \_\_\_\_\_
3. I am not presently under any investigation of any nature whatsoever and wheresoever by any taxing authority or otherwise; I am not involved in any administrative proceedings commenced by any governmental agency, any state or municipal government, or any other organization;
4. No particular event and/or transaction has occurred which I expect will develop into a controversy or problem with any creditor in the future;
5. I am not engaged in or about to become engaged in a business or transaction for which remaining assets will be unreasonable in relation to the business or transaction.
6. I do not intend to incur or reasonably believe that I will incur debts beyond my ability to pay as they become due, and I do not have the actual intent to hinder, delay or defraud any creditor.
7. I do not contemplate filing for relief under the provisions of any applicable bankruptcy laws, nor am I involved in any situation that I reasonably anticipate would cause me to file for relief under any applicable bankruptcy laws.
8. Following any subsequent transfers to the Trust, I intend to remain solvent, and able to pay any reasonably anticipated debts as they become due.



9. I confirm and represent that none of the assets, which I may transfer to the Trust, was derived from any unlawful activity and that the Trust is not being used for any money laundering purposes.
10. I intend and undertake to pay all taxes and fulfill all reporting requirements as are or may be required by any relevant taxing authority in my jurisdiction of residence or ordinary residence in respect of the said Trust and the trust property.
11. The trustee of the Trust shall not be responsible for paying any taxes or fulfilling any reporting requirements as are or may be required under the laws of my jurisdiction of residence or ordinary residence in respect of the said Trust and the trust property.

SWORN at \_\_\_\_\_ )

\_\_\_\_\_ )

this \_\_\_ day of \_\_\_\_\_ )

20 . \_\_\_\_\_ )

\_\_\_\_\_

**AFFIANT**

**BEFORE ME,**

\_\_\_\_\_

**NOTARY PUBLIC**

**NOTARIAL CERTIFICATE**

I certify that on this date before me, an officer duly authorized to take acknowledgements, personally appeared \_\_\_\_\_ who was known to me, or alternatively produced as identification a \_\_\_\_\_ as the person described in and who executed the foregoing **AFFIDAVIT OF SOLVENCY** and he/she acknowledged before me that he/she executed same.

Executed and sealed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

Notary Public in \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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**NOTARY PUBLIC**

**APPENDIX 3**

**DUE DILIGENCE CONSENT FORM**

NAME OF TRUST: \_\_\_\_\_

NAME OF SETTLOR: \_\_\_\_\_

RESIDENT ADDRESS: \_\_\_\_\_

CONTACT INFORMATION:

HOME #: \_\_\_\_\_

WORK #: \_\_\_\_\_

EMAIL: \_\_\_\_\_

CELL #: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

NATIONALITY: \_\_\_\_\_

DOMICILE: \_\_\_\_\_

PASSPORT NO.: \_\_\_\_\_

SOCIAL SEC. #: \_\_\_\_\_

*I hereby authorize and grant consent to the disclosure and/or delivery of any information or report in relation to the undersigned by any person or source on the request by **International Trust Services Limited** and/or any of its servants or agents in their sole and absolute discretion for due diligence purposes in the establishing and/or maintaining of a professional relationship with the undersigned.*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Name of Settlor*

\_\_\_\_\_  
*Name of Witness*

\_\_\_\_\_  
*Signature of Settlor*

\_\_\_\_\_  
*Signature of Witness*

**\*N.B.: Each ultimate Settlor of the intended trust must complete and sign a separate Due Diligence Authorization Form.**

INITIALS \_\_\_\_\_

**APPENDIX 4**

**DATE:** \_\_\_\_\_

<b>DECLARATION OF SOURCE OF FUNDS</b>	
<i>Name of Settlor:</i>	<i>Nature of Transaction: (Please be specific)</i>
<i>Resident Address:</i>	
<i>Name of Trust:</i>	
<i>Date of Settlement:</i>	
<i>Trust Fund:</i>	
<b><i>I DECLARE THAT THE SOURCE OF THE FUNDS COMPRISING THE TRUST FUND IS:</i></b> <i>(Details of Source, including copy of any related and supporting documents)</i>	
_____	_____
<b>SETTLOR'S NAME</b>	<b>SETTLOR'S SIGNATURE</b>
<b>OFFICIAL USE ONLY</b>	

INITIALS \_\_\_\_\_

**APPENDIX 7**

**COMPENSATION AND GENERAL AGREEMENT**

Between

\_\_\_\_\_ **Settlor**

And

\_\_\_\_\_ **Trustee,**

And

\_\_\_\_\_ **Co-Trustee (if any)**

The Settlor, \_\_\_\_\_ hereby agree that  
\_\_\_\_\_ will be compensated for  
his/her/their service as Trustees of \_\_\_\_\_ **TRUST** with an amount of  
**US\$** \_\_\_\_\_ per year to be paid out of the funds of the Trust and for out-of-pocket expenses  
relating to the management of the said \_\_\_\_\_ **TRUST.**

\_\_\_\_\_, the Trustee/Co-Trustee(if any) are hereby provided with  
this standing order to draw such funds from \_\_\_\_\_ **TRUST** and shall  
keep accurate records of such transactions.

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
**Settlor 's Name and Signature**

\_\_\_\_\_  
**Trustee's Name and Signature**

\_\_\_\_\_  
**Co-Trustee's Name and Signature (if any)**

INITIALS \_\_\_\_\_

## **APPENDIX 8**

### **Due Diligence Requirements for Settlor, Trustees, Protector and Beneficiaries of Trusts**

- 1) **Settlor if Individual:**
- a. Certified Passport
  - b. Certified Utility Bill
  - c. Original Reference Letter
  - d. Due Diligence Consent Form
  - e. Declaration of Source of Funds
  - f. Affidavit of Solvency
  - g. Signature on Compensation and General Agreement
  - h. Signature on Acknowledgement of Receipt of Initial Trust Fund

OR

- Settlor if Company:**
- a. Certified Certificate of Incorporation
  - b. Original Certificate of Good Standing
  - c. Original Certificate of Incumbency (Director/Shareholder)
  - d. Certified Passport for each Director & Shareholder
  - e. Certified Utility Bill for each Director & Shareholder
  - f. Original Reference Letter for each Director & Shareholder
  - g. Due Diligence Consent Form
  - h. Declaration of Source of Funds
  - i. Affidavit of Solvency
  - j. Signature on Compensation and General Agreement
  - k. Signature on Acknowledgement of Receipt of Initial Trust Fund

- 3) **Trustee if Individual:**
- a. Certified Passport
  - b. Certified Utility Bill
  - c. Original Reference Letter
  - d. Proof of Receipt of Trust Fund
  - e. Acceptance of Appointment
  - f. Signature on Compensation and General Agreement
  - g. Signature on Acknowledgement of Receipt of Initial Trust Fund

OR

- 4) **Trustee if Company:**
- a. Certified Certificate of Incorporation
  - b. Original Certificate of Good Standing
  - c. Original Certificate of Incumbency (Director/Shareholder)
  - d. Certified Passport for each Director & Shareholder
  - e. Certified Utility Bill for each Director & Shareholder
  - f. Original Reference Letter for each Director & Shareholder
  - g. Proof of Receipt of Trust Fund
  
  - h. Acceptance of Appointment
  - i. Signature on Compensation and General Agreement
  - j. Signature on Acknowledgement of Receipt of Initial Trust Fund

INITIALS \_\_\_\_\_

OR

- 5) **Trustee if ITSL:**
- a. Trustee Indemnity Form
  - b. Acceptance of Appointment
  - c. Signature on Compensation and General Agreement
  - d. Signature on Acknowledgement of Receipt of Initial Trust Fund

- 6) **Protector if Individual:**
- a. Certified Passport
  - b. Certified Utility Bill
  - c. Original Reference Letter

OR

- 7) **Protector if Company:**
- a. Certified Certificate of Incorporation
  - b. Original Certificate of Good Standing
  - c. Original Certificate of Incumbency (Director/Shareholder)
  - d. Certified Passport for each Director & Shareholder
  - e. Certified Utility Bill for each Director & Shareholder
  - f. Original Reference Letter for each Director & Shareholder

- 8) **Beneficiary if Individual:**
- a. Certified Passport
  - b. Certified Utility Bill

OR

- 9) **Beneficiary if Company:**
- a. Certified Certificate of Incorporation
  - b. Original Certificate of Good Standing
  - c. Original Certificate of Incumbency (Director/Shareholder)
  - d. Certified Passport for each Director & Shareholder
  - e. Certified Utility Bill for each Director & Shareholder
  - f. Original Reference Letter for each Director & Shareholder

**\*NB: All documents submitted to ICS are to be in English or a certified English translation will be required.**

INITIALS \_\_\_\_\_