

**Conyers Trust Company  
(Bermuda) Limited**

**Standard Terms and Conditions  
of Engagement**

**CONYERS**



## DEFINITIONS

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<b>AEOI</b>	Automatic Exchange of Information
<b>Client</b>	Person(s) or entity engaging certain services offered by Conyers Trust
<b>Client Agreement</b>	Fee Agreements (Administrator or Nominee Services)
<b>Conyers Trust</b>	Conyers Trust Company (Bermuda) Limited, a local Bermuda licensed trust company, regulated by the Bermuda Monetary Authority
<b>CRS</b>	Common Reporting Standards
<b>Designee</b>	Designee – Conyers
<b>FATCA</b>	Foreign Account Tax Compliance Act
<b>Fees</b>	Annual Fees; Accounting Fees; AEOI Fees; Investment Review Fees; and General Disbursements
<b>Indemnified Parties</b>	Conyers Trust and/or Designee(s)
<b>Letters</b>	Fee Letters
<b>PIPA</b>	Personal Information Protection Act
<b>Services</b>	Trustee; Protector; Administrator; Agent; Nominee; Appointer; or Custodian



## **SERVICES**

Conyers Trust has agreed to provide certain services (the "Services") for you Client (the "Client") in accordance with written letters or agreements in place from time to time.

The below sets out terms and conditions upon which the Services will be delivered. It also contains important legal and regulatory information upon which our business relationship is governed.

It is important to read and maintain a copy of this document. From time to time, it may be necessary for Conyers Trust to revise these terms, which will be made available to you providing written notice where applicable of up to 90 days, unless it is impracticable for us to meet this timeframe.

If you have questions or do not agree to any of the terms notified to you, you may contact us and instruct us to terminate our Client Agreement. At any time should you have questions you may contact us via email at [bermuda@conyers.com](mailto:bermuda@conyers.com).

## **GENERAL**

Conyers Trust has certain affiliates such as Conyers, Dill and Pearman, Conyers Regulatory Services, Conyers Management (Bermuda) Limited, Conyers Corporate Services (Bermuda) Limited, and Conyers Securities (Bermuda) Limited. We may in some instances delegate our duties under intra services agreement(s) to such affiliates as may be necessary. In other instances, we may, if appropriate, introduce you to another affiliated office regarding other products and services provided by them. It may be necessary to enter into separate agreement(s).

It may be necessary for Conyers Trust to procure services of third-party service providers, for example investment managers, auditors, property agents, auctioneers, etc. As Administrator, we will comply with PIPA rules and regulations taking all reasonable care when introducing affiliated and / or third parties.

## **SEGREGATION AND CO-MINGLING OF FUNDS**

Conyers Trust is obligated to ensure that its own funds are segregated from those of the Client's trust funds and that such funds are not co-mingled with funds from other trust relationships known or unknown to Conyers Trust. However, there may be instances where further consideration would be made in the event:

- necessary consents are obtained,
- contrary intention is outlined in the trust instrument; or
- evidence is made available confirming the beneficial ownership of the pooled funds.



## OBLIGATIONS

All acts that the Client requires to be carried out by Conyers Trust or any individual or company designated by Conyers Trust as director, officer or representative (the "Designees") to perform the Services will comply with all applicable laws.

All statements and documents that Conyers Trust or the Designees may be required by the Client to sign will, to the best of the Client's knowledge and belief, be true and accurate.

Conyers Trust, and the Designees may at any time, do or refrain from doing any act if they shall in their absolute discretion consider it proper to do so in accordance with their duties, or if they consider it proper to do so in order to put themselves and/or the Client in compliance with any relevant laws, guidelines, regulations, orders, decrees or similar requirements.

Conyers Trust is obligated to ensure proper financial records are readily available to fulfil its obligations in accordance with the requirements of Bermuda. Such records will be made available to Conyers Trust by the Client, or by appointed accountants/auditors upon request.

## AUTHORITY

Conyers Trust and the Designees are expressly authorized to act on instructions or advice from the Client, or any person they believe to be duly authorized to give instructions or advice, in all matters. Such instructions or advice may be communicated orally or in writing and with or without authentication

## CO-OPERATION

**Regulatory Agencies:** The Client acknowledges that Conyers Trust and the Designees are under a positive obligation to disclose to the appropriate local authority any reasonable suspicion or belief that the Client is or potentially may be involved in money laundering, terrorist financing or is a specially designated individual or entity name to a Sanctions list. Such obligation can lead to delays in administration as necessary by law.

## FATCA

Conyers Trust is obligated under the Bermuda-US intergovernmental agreement to implement FATCA in connection with on boarding of new clients.

## AEOI AND CRS

Conyers Trust and its affiliates are obliged under the International Cooperation (Tax Information Exchange Agreements) Act 2005, the International Cooperation (Tax Information Exchange Agreements) Common



Reporting Standard Regulations 2017, and treaties and intergovernmental agreements entered into by Bermuda in relation to the CRS, to collect certain information about each Account Holder's tax residency status and certain other information. We may be obliged to share this information provided in the requisite self-certification form with relevant tax authorities.

#### **CONFIDENTIALITY - (BERMUDA DATA PROTECTION/ PERSONAL INFORMATION PROTECTION ACT)**

The Client acknowledges and agrees that certain client due diligence information must be collected to procure services, and in so doing meet certain obligations under law. With collection of such data, Conyers Trust maintains a global data protection and privacy program. More information can be accessed here: <https://www.conyers.com/privacy-notice/>.

Conyers Trust shall take all necessary steps to ensure that personal information (as defined in PIPA) which comes into its possession or control in the course of performing the Services is protected and used in accordance with the provisions of PIPA..

#### **COMPLAINTS**

Conyers Trust is committed to handling all client complaints in a manner consistent with applicable trust services regulatory and its internal standards.

Clients may submit complaints in writing, and Conyers Trust will acknowledge receipt, conduct a fair and thorough investigation, and provide a timely response outlining the findings and any proposed resolution. All complaints must include sufficient information to identify the relevant trust or structure to which the matter relates, along with any supporting documentation that may assist in the review.

Responses from Conyers Trust may be provided in writing or, where appropriate, through a meeting conducted by telephone or in person. All complaints will be assessed in accordance with Conyers Trust's internal standards. Complaints may be submitted to <https://www.conyers.com/complaints/> , where they will be directed to the relevant department and persons.

#### **SAFE KEEPING OF RECORDS**

The Client acknowledges that all client due diligence/information must be kept for a duration of the business relationship and a period of five (5) years beginning on the date on which the business relationship ends.

#### **ACCOUNTANTS/AUDITORS**

Conyers Trust and the Designees are expressly authorized to co-operate with the Client's accountants/



auditors (if any), and to make such disclosures and to make available such documents as may be necessary to enable the accountants/auditors to complete their functions.

### **ACCOUNTING & RECORD KEEPING**

Conyers Trust is obligated to keep and preserve appropriate records in Bermuda. Such information should include the identity and residence of all related parties of the trust, such as settlor, protector, enforcer, principal beneficiaries, if applicable. Such records should also include a copy of the trust instrument, minutes of all decisions made by the Trustees, other trust documents or trust accounts/records that will enable trust accounts to be prepared. Conyers Trust should in its own name or via nominee or custodian, hold title to the trust assets.

Financial records must be maintained as to allow for detailed supervisory activity and to permit the performance of internal or external trust audits.

### **INDEMNITY**

Conyers Trust undertakes and warrants during the continuance of this relationship that the Indemnified Parties will act in compliance with the laws of the Appropriate Jurisdiction (as defined below) and in accordance with the interests of the Client. Save in the case of fraud or dishonesty on the part of the Indemnified Parties, none of the Indemnified Parties shall be liable to the Client or to any other person in respect of anything carried out or omitted by them in carrying out their duties. The Client shall indemnify and keep indemnified each of them and their respective successors and personal representatives, against all costs, expenses, claims, demands and liabilities for which they may become liable and against all actions, suits, proceedings, claims or demands of any nature whatsoever which may be taken or made against them or which may be incurred or which may arise directly or indirectly by reason of the provision of the Services to the Client or by reason of anything carried out or omitted in relation thereto..

### **LIMITATION**

In any circumstance where Conyers Trust or the Designees are responsible with other persons for any damage howsoever caused to the Client, it is agreed that their liability shall be limited to such sums as they reasonably ought to pay having regard to their responsibility for the damage and on the basis that such other persons are deemed to have paid to the Client such sums as they ought reasonably to have paid. In the event an order is made requiring Conyers Trust or the Designees to make a contribution to another person in respect of the damage suffered by the Client, the Designees' liability to the Client shall be reduced by the amount of the contribution so ordered.



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## **FEES**

In consideration of Conyers Trust fee letter or Agreement to provide or to procure the provision of the Services, and in consideration of the acceptance by the Designees of such designations, the Client agrees to pay to



Conyers Trust, or to procure payment to Conyers Trust of its fees and charges (the "Fees") at the rates or standard fee agreed to from time to time between Conyers Trust and the Client.

The Fees shall be paid annually, in advance; subject to an annual increase in accordance with the Bermuda Consumer Price Index and additional fees may be charged where Services have been rendered in excess of the Fees, as may be agreed.

The Fees shall be subject to periodic review in order to ensure it reflects all time spent by the trust professionals. Conyers Trust reserves the right to review fees from time to time on any changes such as level of activity (to carry out our fiduciary duties) and/or changes within the trust structure (re-organization, or additional contributions to the trust fund).

Charges for our services are based on the expected amount of time which would be spent attending to administrative matters. The Fees are always subject to time spent by trust professionals.

In addition, General Disbursements, including courier and delivery charges, hotel and travel costs (if relevant), and all other out-of-pocket expenses reasonably incurred will be billed to the Client.

#### **TERMINATION/SUSPENSION OF SERVICES**

Either of the Client or Conyers Trust may, upon the expiry of thirty days' (30) written notice or otherwise as agreed between the Client and Conyers Trust, terminate this agreement. In the event of termination, the Designees shall resign their appointments to the Client and the Client shall procure the appointment of replacements as the circumstances may require. The Client shall forthwith deliver notice to the appropriate government agencies giving the necessary notice of the changes and the Client authorizes Conyers Trust to give such notice should the Client fail to do so.

Conyers Trust and the Client shall procure that all such acts are done as may be necessary to give effect to such termination and resignations. Conyers Trust shall, upon payment of any Fees outstanding, deliver to the Client (or such other person as may be appointed by the Client) documents and records of the Client that are in the possession and control of Conyers Trust. Conyers Trust shall have the right to retain, documents and records in its possession or control pertaining to the Client until all outstanding Fees have been paid.



## **MISCELLANEOUS**

The provisions herein shall inure for the benefit of Conyers Trust and each of the Designees and his or her successors and assigns, as if they were parties hereto and Conyers Trust in trust holds such rights and benefits for the Designees. This agreement may consist of several documents in like form, each executed by one or more signatory, which documents shall together constitute the same agreement.

Conyers Trust services is governed by, and is to be construed in accordance with, the laws of Bermuda.

The Client irrevocably agrees that the courts of Bermuda shall have exclusive jurisdiction in respect of any dispute, suit, action, arbitration or proceedings ("Proceedings") which may arise in connection with fees, and waive any objection to proceedings in the courts of Bermuda on the grounds of venue or on the basis that the Proceedings have been brought in an inconvenient forum."

# CONYERS

