

# FIDESCO TRUST CORPORATION

Established 1997

P.O. Box 1058 ♦ Basseterre ♦ St. Kitts ♦ East Caribbean

Telephone: +1-869-466-6989 ♦ Telecopier: +1-869-466-7355 ♦ E-Mail: info@fidesco.com

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Dear Prospective Client,

## Trusts Services Application

Thank you very much for your interest in our Company.

Whether you are an Individual acting for your own account or for the account of any company, partnership, association or other body of persons whether corporate or unincorporate (hereinafter called "Organisation"), you should seek professional advice from a reputable lawyer specialised in International Tax Planning or from one of the leading international firms of chartered/certified public accountants before you become a settlor, protector or beneficiary of any offshore trust. You should ensure that your professional adviser informs you about all restrictions and reporting requirements that will apply to you or your Organisation once you are a settlor, protector or beneficiary of such trust.

Take a moment to review our General Terms and Conditions before completing the Forms contained in this application package. When you are ready to send in your Application by mail or, preferably by courier, then please ensure that you have enclosed all the relevant Forms and all of the documents listed in Form E of the Application. We can review but we can not accept documents provided in any electronic format.

Please wait until you receive our Notice of Acceptance and the Fee Note describing the services to be provided by us before sending any funds.

We are looking forward to receiving your Application in due course together with the aforementioned documents.

With our best regards.

Yours sincerely,  
FIDESCO TRUST CORPORATION.

1. The following terms shall where the context so admits, have the meanings hereinafter assigned to them:

“Appointee” means any officer or employee of the Fiduciary provided by it to act as a director or officer of an Entity.

“Entity” means the entity incorporated, registered, established, managed or administered by the Fiduciary for or on behalf of the Client.

“Client” means a person for which the Fiduciary has accepted to provide services and shall include any person on whose instructions any such person is accustomed to act and shall in the case where there is more than one Client mean such Clients jointly and severally.

“Controller” means any person who holds any executive powers in respect of an Entity and shall in the case where there is more than one Controller mean such Controllers jointly and severally.

“Fiduciary” means Fidesco Trust Corporation and shall include any of its directors, officers, employees, successors in title and assigns.

“person” means a natural person, company, foundation, partnership, association or other body of persons (whether corporate or unincorporate) and shall in the case of a natural person include his heirs, personal representatives and assigns and in the case of a body corporate its successors in title and assigns.

2. Upon request, the Client shall provide the Fiduciary with whatever information the Fiduciary may reasonably require about the background of the Client and the affairs of the Entity. The Fiduciary shall be under no obligation whatsoever to return to the Client any of the documents which may contain such information. The Fiduciary will not disclose any of the information so obtained unless compelled to do so under any bankruptcy, criminal control, anti money laundering or other laws in effect in the Federation of Saint Christopher (St. Kitts) and Nevis, PROVIDED ALWAYS, that the Fiduciary shall be authorised to disclose to third parties any information obtained about the Client or the Entity for the purpose of establishing and maintaining for the Entity business relationships with banks and other financial institutions.
3. The Fiduciary will provide to or in respect of the Client or the Entity such services as the Fiduciary may in its absolute discretion accept to provide. The Fiduciary reserves the right to decline to enter into a business relationship with any person without giving any reasons therefor. In providing any such services, the Fiduciary will carry out any and all instructions given by or with the authority of the Client, but the Fiduciary will not be required to carry out instructions which appears to it to be dishonest, illegal, improper, incorrect or in any other way inconsistent with its policies. The Fiduciary is authorised, but not required, to take any action which it deems necessary whenever it is impractical or impossible to obtain instructions from the Client

in due time or whenever action is stated to be required by law or by ruling or practice of appropriate authorities, local or foreign, in whichever instances the Fiduciary shall not be required to determine whether such actions were required or necessary according to a correct interpretation of such law, rulings or practice or to contest or otherwise oppose such actions.

4. The Fiduciary shall not be liable in any way for acting according to opinions, advice, instructions, requests, certificates, powers of attorney or other instruments believed by it to be genuine. In consideration of the Fiduciary agreeing to provide any service for the Client or the Entity, the Client will indemnify the Fiduciary against all actions or claims made by any person in respect of such services including any acts or omissions in the carrying out of any instructions which it believes to have been genuinely given by the Client however received notwithstanding that such instructions may later prove not to have been given by the Client or with his authority. This indemnity shall apply in respect of all acts or omissions except those attributable to the dishonesty of the Fiduciary. Any termination of the business relationship between the Client and the Fiduciary shall not relieve the Client of his obligations under this indemnity.
5. An Appointee may at the sole discretion of the Fiduciary also act at any time and from time to time as Appointee for any other Entity to which or in respect of which the Fiduciary is providing any services. Where an Appointee is a Controller, then such Appointee shall not be deemed to be the agent or nominee of any Client. Every Appointee who is a Controller will in exercising his powers and discharging his duties act honestly and in good faith with a view to the best interest of the Entity and exercise the care, diligence and skill that a reasonable prudent person would exercise in comparable circumstances. The duties imposed on an Appointee who is a Controller are owed to the Entity alone and not to any Client.
6. Where the Fiduciary is providing any office for the Entity, then such office is made available on the basis of licence revocable at will by the Fiduciary and if such licence is revoked by the Fiduciary, then the Client shall immediately undertake at the expense of the Entity any and all steps which are then deemed necessary by the Fiduciary to change the address of such office to another address.
7. The Client shall not without the prior consent in writing of the Fiduciary use, or cause or permit to be used, directly or indirectly, in any text or document or promotional literature, the name of the Fiduciary or the address of any office provided by the Fiduciary or any text or document or promotional literature prepared by the Fiduciary. In any text or document or promotional literature prepared by the Fiduciary which contains information, *inter alia*, on corporate, trust, fiscal, immigration and commercial matters, such information does not purport to be legal or other professional advice and shall not be taken to constitute such advice.

8. In consideration of the Fiduciary performing any service for the Client or the Entity, the Client shall pay and accordingly authorises the Fiduciary to collect all fees in accordance with its fee schedules and terms of payment from time to time in effect. The Client shall also reimburse the Fiduciary for any and all expenses, taxes and other charges incurred by it in the carrying out of any service for the Client or the Entity. The fees, expenses, taxes and other charges of the Fiduciary for performing any service for the Client or the Entity shall be a first charge on the assets of the Entity and in the case where the Entity has no assets or is no longer in existence, then on the assets of the Client.
9. Fees quoted in the fee schedules of the Fiduciary cover the services described therein and are not refundable. Neither do these fees include any expenses, taxes and other charges which may be incurred by the Fiduciary in the carrying out of any service. The term "year" in the fee schedules of the Fiduciary is a period of 12 consecutive calendar months which may or may not coincide with a calendar year.
10. Fee notes in respect of services payable annually in advance are delivered by the Fiduciary to the Client thirty days before the expiration of the current period. Fee notes for other services are delivered to the Client after the Fiduciary performed the relevant service. Fee notes will include the fee payable for providing the service described therein, plus any expenses, taxes and other charges incurred by the Fiduciary in providing such service up to the date of the fee note, less any fee or other amount that the Fiduciary has received in advance in respect of such service. All amounts outstanding are payable within a period of thirty days from the date of the relevant fee note.
11. If the Client should fail to pay in full any amount outstanding by the date on which it is due, the Fiduciary will assume that the Client no longer requires any of the services provided by the Fiduciary to or in respect of the Client or the Entity. After the expiration of a period of ten days from the date on which such payment as aforesaid is due, the Fiduciary will proceed to take such steps as it may consider appropriate to protect itself against any liabilities or losses and may impose a late payment fee not exceeding one percent per month on any amount outstanding.
12. Payments must be made to the Fiduciary in dollars of the United States of America and may be paid either by bank draft or international money order forwarded to the Fiduciary or otherwise by wire transfer to such bank as the Fiduciary may by notice in writing notify to the Client.
13. The Client and the Fiduciary may send to each other instructions, notices, documents or any other communication either by prepaid airmail or by telecopier, PROVIDED ALWAYS, that the Fiduciary may send fee notes by e-mail message attachment. Each communication shall be addressed if to the Fiduciary, at its registered office or at such other address as it may by notice in writing notify to the Client from time to time, and if to the Client, at his address or at such other address as the Client may by notice in writing notify to the Fiduciary from time to time. So that the Fiduciary may at all times be able to contact the Client should the need arise, the Client agrees to inform the Fiduciary immediately upon changing his address or telephone or telecopier number. Communication sent by prepaid mail shall be deemed to have been received fourteen days after being posted and immediately if received by telecopier or, in the case of fee notes sent by e-mail message attachment, upon receiving a delivery or read receipt for the message. It shall not be necessary for the Fiduciary to provide proof of postage when sending communication to the Client by prepaid mail.
14. All communications and documents sent by the Client to the Fiduciary shall either be in English or accompanied by a certified translation into English by a translator acceptable to the Fiduciary and if there is a conflict, the English translation shall prevail over the original language version. The English text of these General Terms and Conditions shall prevail if there is a conflict between it and any translation into another language.
15. The business relationship between the Fiduciary and the Client may be terminated by the Fiduciary at any time and by the Client on three months' notice in writing to the Fiduciary provided that termination by the Client shall not be effective until the Client has discharged or caused to be discharged all obligations of himself to the Fiduciary.
16. Transactions effected by the Fiduciary for the Client or the Entity are subject to all applicable laws, rules and regulations and so that any such laws, rules and regulations will prevail in the event of any conflict with these General Terms and Conditions. The Fiduciary may take or omit to take any action it considers fit to ensure compliance with the same and all such actions are binding on the Client.
17. The Fiduciary reserves the right to vary these General Terms and Conditions from time to time as it thinks fit and any such variation shall be communicated to the Client by notice in writing.
18. These General Terms and Conditions shall be governed by and construed in accordance with the laws of the Federation of Saint Christopher (St. Kitts) and Nevis and the Client for the benefit of the Fiduciary hereby irrevocably submits to the non-exclusive jurisdiction of the Courts thereof in connection with any such action or proceeding that may arise out of or in connection with these General Terms and Conditions.

**PLEASE RETAIN A COPY OF THESE GENERAL TERMS AND CONDITIONS FOR FUTURE REFERENCE.**





**FORM B – Information about Individuals who will be Settlers or Protectors of the Trust**

**1. Particulars of the Individual who will be a Settlor or Protector of the Trust:**

\_\_\_\_\_  
 First Name, Middle Names (if any), and Last Name

\_\_\_\_\_  
 Any Former Names (if any)

\_\_\_\_\_  
 Profession or Occupation (if any)

**2. Capacity or Capacities in which the Individual will be Acting in Respect of the Trust:**

Settlor:  Protector:  (please tick appropriate box or boxes)

**3. Passport and Social Security Information of the Individual:**

\_\_\_\_\_  
 Country of Issue

\_\_\_\_\_  
 Passport Number

\_\_\_\_\_  
 Social Security Number

\_\_\_\_\_  
 Date of Issue (Day/Month/Year)

\_\_\_\_\_  
 Date of Expiration (Day/Month/Year)

\_\_\_\_\_  
 Date of Birth (Day/Month/Year)

**4. Permanent Residential Address of the Individual: (P.O. Box number not accepted)**

\_\_\_\_\_  
 Street Number

\_\_\_\_\_  
 Street Name

\_\_\_\_\_  
 Apartment Number

\_\_\_\_\_  
 City Name

\_\_\_\_\_  
 State

\_\_\_\_\_  
 Postal/Zip Code

\_\_\_\_\_  
 Country Name

\_\_\_\_\_  
 Telephone Number

\_\_\_\_\_  
 Telecopier Number

\_\_\_\_\_  
 E-mail Address

**5. Mailing Address of the Individual: (if different from the address given in paragraph 4 above)**

\_\_\_\_\_  
 Street Number

\_\_\_\_\_  
 Street Name

\_\_\_\_\_  
 Office or Suite Number

\_\_\_\_\_  
 P.O. Box Number

\_\_\_\_\_  
 City Name

\_\_\_\_\_  
 State

\_\_\_\_\_  
 Postal/Zip Code

\_\_\_\_\_  
 Country

**6. Business Address of the Individual: (if this address is to be used instead of the address given in paragraph 4 or 5 above)**

\_\_\_\_\_  
 Full Name of Business

\_\_\_\_\_  
 Street Number

\_\_\_\_\_  
 Street Name

\_\_\_\_\_  
 Office or Suite Number

\_\_\_\_\_  
 P.O. Box Number

\_\_\_\_\_  
 City Name

\_\_\_\_\_  
 State

\_\_\_\_\_  
 Postal/Zip Code

\_\_\_\_\_  
 Country

\_\_\_\_\_  
 Telephone Number

\_\_\_\_\_  
 Telecopier Number

\_\_\_\_\_  
 E-mail Address

**PLEASE USE ONE FORM PER INDIVIDUAL. IF NECESSARY, MAKE COPIES OF THIS FORM.**

**7. Mandatory Declaration:**

I, being the Individual whose name is given in paragraph 1 of this Form B, hereby declare under penalty of perjury,

1. that the information given for me in this Form B are true and correct and that in respect of my name no alias is used;
2. that I have within the preceding five years not been convicted of a crime under any bankruptcy, criminal control, prevention of fraud or anti money laundering laws in effect in any country and that to the best of my knowledge, there is no pending or threatened claim, lawsuit or administrative proceeding against me in any country;
3. that I have agreed to act in the capacity or capacities indicated in paragraph 2 of this Form B in respect of a trust that is to be established under one of the names given in paragraph 1 of Form A of this application (herein called "the Trust") by **FIDESCO TRUST CORPORATION** (herein called "the Fiduciary");
4. that I have received, read, and understood the **General Terms and Conditions** of the Fiduciary and agreed to be bound by them;
5. that the Fiduciary is authorised by me to make investigations and obtain information about myself and to share with others information about myself for the purpose of establishing and maintaining accounts with financial institutions in the name of the Fiduciary but for the account of the Trust; and
6. that I will at no time permit that funds be transferred to the Fiduciary for the account of the Trust which result from illegal activities, including but not limited to those denied under any bankruptcy, criminal control, prevention of fraud or anti money laundering laws in effect in any country.

**IN WITNESS WHEREOF**, I have hereunto affixed my hand on the day and year hereinafter ascribed.

**Date:** \_\_\_\_\_  
*(Day/Month/Year)*

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**In the Presence of:**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Telecopier:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**PLEASE USE ONE FORM PER INDIVIDUAL. IF NECESSARY, MAKE COPIES OF THIS FORM.**

**FROM C - Information about Individuals who will be Beneficiaries of the Trust**

**1. Particulars of the Individual who will be a Beneficiary of the Trust:**

\_\_\_\_\_  
 First Name, Middle Names (*if any*), and Last Name

\_\_\_\_\_  
 Any Former Names (*if any*)

\_\_\_\_\_  
 Profession or Occupation (*if any*)

**2. Is the Beneficiary a Minor or an Interdict ?**

No:  Yes:  (*if "Yes" leave paragraph 3 blank and proceed to paragraph 4*)

**3. Information about a Beneficiary who is not a Minor or an Interdict:**

Passport and Social Security Information of the Beneficiary:

\_\_\_\_\_  
 Country of Issue

\_\_\_\_\_  
 Passport Number

\_\_\_\_\_  
 Social Security Number

\_\_\_\_\_  
 Date of Issue (*Day/Month/Year*)

\_\_\_\_\_  
 Date of Expiration (*Day/Month/Year*)

\_\_\_\_\_  
 Date of Birth (*Day/Month/Year*)

Permanent Residential Address of the Beneficiary: (*P.O. Box number not accepted*)

\_\_\_\_\_  
 Street Number

\_\_\_\_\_  
 Street Name

\_\_\_\_\_  
 Apartment Number

\_\_\_\_\_  
 City Name

\_\_\_\_\_  
 State

\_\_\_\_\_  
 Postal/Zip Code

\_\_\_\_\_  
 Country Name

\_\_\_\_\_  
 Telephone Number

\_\_\_\_\_  
 Telecopier Number

\_\_\_\_\_  
 E-mail Address

**4. Information about the Personal Representative of a Beneficiary who is a Minor or an Interdict:**

Type of Beneficiary: \_\_\_\_\_ Capacity in which the Personal Representative is Acting: (*e.g. Father, Mother, Legal Guardian, etc.*)

Minor:  Interdict:  \_\_\_\_\_

Case Reference of Judgement (if any) Appointing a Personal Representative for a Beneficiary who is an Interdict:

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

**Particulars of Personal Representative:**

\_\_\_\_\_  
 First Name, Middle Names (*if any*), and Last Name

\_\_\_\_\_  
 Any Former Names (*if any*)

\_\_\_\_\_  
 Profession or Occupation (*if any*)

**PLEASE USE ONE FORM PER INDIVIDUAL. IF NECESSARY, MAKE COPIES OF THIS FORM.**

Passport and Social Security Information of the Personal Representative:

_____	_____	_____
Country of Issue	Passport Number	Social Security Number
_____	_____	_____
Date of Issue ( <i>Day/Month/Year</i> )	Date of Expiration ( <i>Day/Month/Year</i> )	Date of Birth ( <i>Day/Month/Year</i> )

Permanent Residential Address of the Personal Representative: (*P.O. Box number not accepted*)

_____	_____	_____
Street Number	Street Name	Apartment Number
_____	_____	_____
City Name	State	Postal/Zip Code
_____	_____	
Country Name		
_____	_____	_____
Telephone Number	Telecopier Number	E-mail Address

**5. Mailing Address of Beneficiary or, if applicable, Legal Representative:** (*if different from the address given in paragraph 3 or 4 above*)

_____		
Name of Addressee		
_____	_____	_____
Street Number	Street Name	Office or Suite Number
_____	_____	
P.O. Box Number	City Name	
_____	_____	_____
State	Postal/Zip Code	Country

**6. Business Address of Beneficiary or, if applicable, Legal Representative:** (*if this address is to be used instead of the address given in paragraph 5 above*)

_____		
Full Name of Business		
_____	_____	_____
Street Number	Street Name	Office or Suite Number
_____	_____	
P.O. Box Number	City Name	
_____	_____	_____
State	Postal/Zip Code	Country
_____	_____	_____
Telephone Number	Telecopier Number	E-mail Address

**PLEASE USE ONE FORM PER INDIVIDUAL. IF NECESSARY, MAKE COPIES OF THIS FORM.**

**7. Mandatory Declaration:**

I, being the Beneficiary whose name is given in paragraph 1 of this Form C or, in the case of a Beneficiary who is a Minor or Interdict, being the Personal Representative whose name is given in paragraph 4 of this Form C, hereby declare under penalty of perjury,

1. that the names given in paragraph 1 and, if applicable, in paragraph 4 of this Form C are, in fact, the true names of the persons named therein and that in respect of these names no aliases were used;
2. that I have within the preceding five years not been convicted of a crime under any bankruptcy, criminal control, prevention of fraud or anti money laundering laws in effect in any country and that to the best of my knowledge, there is no pending or threatened claim, lawsuit or administrative proceeding against me in any country;
3. that I have agreed to be a Beneficiary or, if applicable, to be the Personal Representative of a Minor or Interdict who is to be a Beneficiary of a trust that is to be established under one of the names given in paragraph 1 of Form A of this application (herein called "the Trust") by **FIDESCO TRUST CORPORATION** (herein called "the Fiduciary");
4. that I have received, read, and understood the **General Terms and Conditions** of the Fiduciary and agreed to be bound by them;
5. that the Fiduciary is authorised by me to make investigations and obtain information about myself and to share with others information about myself for the purpose of establishing and maintaining accounts with financial institutions in the name of the Fiduciary but for the account of the Trust; and
6. that I will at no time permit that funds be transferred to the Fiduciary for the account of the Trust which result from illegal activities, including but not limited to those denied under any bankruptcy, criminal control, prevention of fraud or anti money laundering laws in effect in any country.

**IN WITNESS WHEREOF**, I have hereunto affixed my hand on the day and year hereinafter ascribed.

**Date:** \_\_\_\_\_  
*(Day/Month/Year)*

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Capacity** \_\_\_\_\_  
*(i.e. Beneficiary or Personal Representative)*

**In the Presence of:**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Telecopier:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**PLEASE USE ONE FORM PER INDIVIDUAL. IF NECESSARY, MAKE COPIES OF THIS FORM.**

**FORM D - Information about Organisations that will be Settlers, Protectors or Beneficiaries of the Trust**

**1. Name of the Organisation that will be a Settlor, Protector or Beneficiary of the Trust:**

\_\_\_\_\_

Full Legal Name (*name of "doing business as" not accepted*)

**2. Capacity or Capacities in which the Organisation will be Acting in Respect of the Trust:**

Settlor:  Protector:  Beneficiary:  (*please tick appropriate box or boxes*)

**3. Details About the Organisation:**

\_\_\_\_\_

Type of Organisation (*Corporation, Partnership, etc.*)      Registration Number (*if any*)      Tax I.D. Number (*if any*)

\_\_\_\_\_

Domicile (*name of country and place where the Organisation was established*)      Date Established (*Day/Month/Year*)

\_\_\_\_\_

Full Name of the Law under which the Organisation was Established.

Summary Description of the Principal Business Activities of the Organisation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If the Stocks of the Organisation are publicly traded, then please indicate below on which stock exchange(s) and/or in which over-the-counter-market(s) these stocks are quoted.

\_\_\_\_\_

**4. Address of Registered Office or Office for Service of the Organisation: (*post office box number not accepted*)**

\_\_\_\_\_

Street Number      Street Name      Office or Suite Number

\_\_\_\_\_

City Name      State      Postal/Zip Code

\_\_\_\_\_

Country Name

**5. Contact Person at the Organisation:**

\_\_\_\_\_

Name and Position of Contact Person

\_\_\_\_\_

Telephone Number      Telecopier Number      E-mail Address

**6. Mailing Address for the Organisation: (*if different from the address given in paragraph 4 above*)**

\_\_\_\_\_

Street Number      Street Name      Office or Suite Number

\_\_\_\_\_

P.O. Box Number      City Name

\_\_\_\_\_

State      Postal/Zip Code      Country Name

**PLEASE USE ONE FORM PER ORGANISATION. IF NECESSARY, MAKE COPIES OF THIS FORM.**



**9. Mandatory Declaration:**

I, being the duly elected Chairman of the Governing Body of the Organisation named in paragraph 1 of this Form D (herein called "the Organisation"), hereby declare under penalty of perjury,

1. that the information given for the Organisation in this Form D are true and correct and that in respect of its name no alias is used;
2. that the particulars of every Beneficial Owner, Member, Director, and Officer of the Organisation are given in the tables set forth in paragraphs 7 and 8 of this Form D and that the names given in said tables are, in fact, the true names of the persons named therein and that in respect of these names no aliases were used;
3. that at a meeting of the Members of the Governing Body of the Organisation (herein called "the Directors") which was duly called and at which a quorum was present and voting it was resolved,
  - (a) that the Organisation is authorised to act in the capacity or capacities stated in paragraph 2 of this Form D in respect of a trust that is to be established under one of the names given in paragraph 1 of Form A of this application (herein called "the Trust") by **FIDESCO TRUST CORPORATION** (herein called "the Fiduciary");
  - (b) that the Directors have received, read, and understood the **General Terms and Conditions** of the Fiduciary and agreed that the Organisation be bound by them;
  - (c) that the Directors will at no time permit that funds be transferred to the Fiduciary for the account of the Trust which result from illegal activities, including but not limited to those denied under any bankruptcy, criminal control, prevention of fraud or anti money laundering laws in effect in any country; and
  - (d) that the Fiduciary is authorised to make investigations and obtain information about the Organisation and to share with others information about the Organisation for the purpose of establishing and maintaining accounts with financial institutions in the name of the Fiduciary but for the benefit of the Trust;
4. that the Organisation is duly organised and existing, that its organisational documents empower it to act in the capacity or capacities by these representations defined, and that no limitation has been imposed upon such powers by said organisational documents or otherwise; and
5. that I am duly authorised to make these representations, to complete this Form D, and to sign same for and on behalf of the Organisation.

**IN WITNESS WHEREOF**, I have hereunto affixed my hand on the day and year hereinafter ascribed.

**Date:** \_\_\_\_\_  
*(Day/Month/Year)*

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
Chairman

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Capacity:** \_\_\_\_\_  
*(e.g. Second Director or Company Secretary)*

**PLEASE USE ONE FORM PER ORGANISATION. IF NECESSARY, MAKE COPIES OF THIS FORM.**

**FORM E – Documents to be Provided with Application**

Documents listed in paragraphs 1 and 2 below,

- must be originals (i.e. certified copies of documents must be originals not copies of the certified copies); and
- must be in the English language or accompanied by a certified translation into English acceptable to us.

Documents listed in paragraph 2 below,

- must be provided if the stocks of an organisation are not quoted on a recognised stock exchange or in an organised over-the-counter market.

**1. For each Individual who will be a Settlor, Protector or Beneficiary of the Trust or who will be the Personal Representative of a Beneficiary of the Trust who is a Minor or an Interdict:**

- Certified copy of the valid passport of such Individual.

The passport copy must be certified by a Notary Public or Commissioner of Oaths. The full name, date of birth, picture, and signature of the Individual named in that document must be visible as well as the date on which the document expires.

- Two letters of reference for such Individual, one from the bank or other financial institution at which such Individual is maintaining a personal account and one from a lawyer or chartered/certified public accountant who knows such Individual personally.

Letters of reference must not be older than six months and must be addressed to us. These letters must be dated, typed on the letter head paper of the person who is giving the reference and be signed by that person. Letters of reference from financial institutions must indicate that the Individual named therein has satisfactorily maintained with them one or more personal accounts for the period mentioned in said letter of reference. Letters of reference from professionals must indicate how long the Individual named therein is known to the professional who is giving the reference. In either case, we reserve the right to refuse to accept letters of reference if the individual named therein is known to the person who is giving the reference for less than two years.

**2. For each Organisation that will be a Settlor, Protector or Beneficiary of the Trust:**

- Certified copy of the certificate of incorporation, certificate of registration or equivalent document issued by the relevant authority of the jurisdiction in which such Organisation was established.

- Certified copy of the memorandum and articles of association, articles of incorporation and bylaws, partnership agreement, or other equivalent document by which such Organisation is governed.

- If the Organisation is in existence since more than one year, a certified copy of a letter of good standing or equivalent document issued by the relevant authority of the jurisdiction in which such Organisation was established.

The three documents mentioned above must be certified by a Notary Public or Commissioner of Oaths unless they are the originals of official duplicates issued by the relevant authority of the jurisdiction in which such Organisation was established.

- The documents listed in paragraph 1 above for each Individual who is a Beneficial Owner, Member, Director, or Officer of such Organisation.

- The documents listed in this paragraph 2 for each Organisation that is a Beneficial Owner, Member, Director, or Officer of such Organisation together with a certificate of incumbency or other equivalent document acceptable to us listing the full name and address of each Beneficial Owner, Member, Director, and Officer of that Organisation.

**YOU MUST PROVIDE US WITH THE CORRECT DOCUMENTS THAT APPLY IN YOUR PARTICULAR CASE AND THESE DOCUMENTS MUST BE IN THE FORMAT FIRST PRESCRIBED ABOVE.**

**WE WILL BE UNABLE TO PROVIDE ANY SERVICE IF YOU ARE NOT PROVIDING US WITH ALL THE CORRECT DOCUMENTS WHICH MUST EACH BE IN THE PRESCRIBED FORMAT.**

**YOU ARE REQUESTED TO DO THIS IN ORDER TO ENABLE US TO COMPLY WITH THE GUIDANCE NOTES ON THE PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING ISSUED BY THE SAINT CHRISTOPHER AND NEVIS FINANCIAL SERVICES COMMISSION PURSUANT TO REGULATIONS MADE UNDER THE PROCEEDS OF CRIME ACT OF THE FEDERATION OF SAINT CHRISTOPHER AND NEVIS.**