

## TRUST FORMATION - PROPOSAL FORM

1. TRUST NAME \_\_\_\_\_

2. DATE OF CREATION \_\_\_\_\_

3. DURATION OF TRUST \_\_\_\_\_

4. TYPE OF TRUST \_\_\_\_\_

*(If a Discretionary Trust, then Letter of Wishes is required)*

5. PROPER LAW OF TRUST \_\_\_\_\_

### 6. SETTLORS

Name \_\_\_\_\_

Name \_\_\_\_\_

### 7. BENEFICIARIES

Is the Settlor(s) to be included as a Beneficiary?  Yes  No

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

### 8. EXCLUDED PERSONS

Should any person be excluded from becoming a beneficiary?  Yes  No *(If yes, please give names and addresses of people to be excluded)*

Name & Address \_\_\_\_\_

Name & Address \_\_\_\_\_

Name & Address \_\_\_\_\_

### 9. PROTECTOR (if appointed)

Name & Address \_\_\_\_\_

### 10. SPECIFY THE POWERS THAT THE PROTECTOR IS TO HAVE IN RELATION TO THE TRUST

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

### 11. CONFIRM IF THE SETTLOR HAS THE CAPACITY TO TRANSFER ASSETS SPECIFIED ABOVE TO THE TRUST

Yes  No

### 12. HAS THE SETTLOR ANY KNOWLEDGE OF PRESENT OR FUTURE CREDITORS WHO MAY LEGALLY HAVE A CLAIM TO THE TRUST ASSETS?

Yes  No *(If yes, please provide details)*

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

13. PLEASE PROVIDE DETAILS OF THE SOURCE OF WEALTH. ALLIANCE MIGHT REQUEST DOCUMENTARY PROOF OF THE SOURCE OF FUNDS. E.G. Proceeds from sale of business, proceeds from sale of real estate, accumulated earnings from (specify business) or employment.

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14. PLEASE PROVIDE DETAILS OF THE ASSETS TO BE SETTLED INTO THE TRUST.

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### DUE-DILIGENCE DOCUMENTS

Please provide the following identification documents certified by Lawyer, Notary or Bank:-

**A. For Individuals:**

- A certified true copy of the relevant passport pages or identity card.
- A certified true copy or original Utility bill AND a Bank or Credit Card statement. Less than 3 months old.

**B. For Corporate:**

- Certified copy of Certificate of Incorporation and M&A.
- Details of Registered Office and Principal place of Business.
- Register of Directors and Register of Shareholders.
- Any corporate brochures (if available).
- Board resolution accepting set up of the Trust.

## CUSTOMER DUE-DILLIGENCE

*The following details have to be completed by the Settlor (s), Protector and beneficiaries (at the time of distribution).*

Forenames \_\_\_\_\_

Surname \_\_\_\_\_

Country of Residence \_\_\_\_\_

Country of Domicile \_\_\_\_\_

Occupation \_\_\_\_\_

Date of Birth \_\_\_\_\_

ID/Passport No & Issuer \_\_\_\_\_

Nationality \_\_\_\_\_

Marital Status \_\_\_\_\_

Permanent Address \_\_\_\_\_

Correspondence Address \_\_\_\_\_

**Contact Tel No. :** (Home)\_\_\_\_\_ (Work)\_\_\_\_\_

**Mobile Tel No.:** (Home)\_\_\_\_\_ (Work)\_\_\_\_\_

**Contact Fax No.:** (Home)\_\_\_\_\_ (Work)\_\_\_\_\_

**Email:** \_\_\_\_\_

Please feel free to add any other information you deem relevant:

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

*I confirm that the information supplied to Alliance Financial Services Ltd is, to the best of my knowledge and belief, accurate in all material respects and does not exclude any information which might reasonably be considered relevant. I undertake to inform Alliance Financial Services Ltd in case of any changes to the above.*

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## REQUEST FOR SERVICES

I / We confirm that I/We wish you to act for me/us in setting up the Trust and acting as Trustees.

I/We understand that in providing the services requested, you may enlist the assistance of other Companies from within the Alliance Group.

### **In consideration of you undertaking these services I/We agree:-**

- (a) to indemnify and hold harmless your Group and such Agents as may be nominated by you from time to time against any actions, suits, costs, claims, and demands whatever except losses occasioned by fraud or gross negligence on your part or on the part of the Group or your Agents.
- (b) to guarantee payment to your Group of the fees for providing these services. In particular, I / We acknowledge that you are entitled to take fees due from any account you maintain on my/our behalf or on behalf of any entity administered by you on my/our behalf on production of your note of fees, or notification of the same to me/us if so requested. I/We also undertake to make up, on demand, any shortfall in the funds held by you. I/We understand that non-payment of any fees may result in a cessation of your work on my/our entity. I/We acknowledge that from time to time your Group may receive third party commissions/fees in consideration of investments placed or in turn pay commissions/fees for services rendered.

I/We acknowledge having read and understood your Fees, Terms and Conditions and accept them. I/We understand that those Fees, Terms and Conditions of the contract between me/us and you and that you reserve the right at any time to alter or replace your Fees, Terms and Conditions. I/We agree that if you alter, amend or replace your Fees, Terms and Conditions, the altered, amended or replaced Fees, Terms and Conditions will take effect immediately and will where possible be notified to me but certainly be made available to me upon my request.

## DECLARATION

1. I/We propose to introduce cash and assets to you.
2. I/We declare and warrant that the money and / or other assets hereby introduced are owned by me/us and are free from any legal encumbrance or restraint imposed by any court or any third party, that I/We am/are not insolvent and have never been declared bankrupt or in desastre, and that the following any transfer to a Trust and/or Entity I/we shall not be rendered insolvent and it is my/our intention to remain solvent and able to settle all reasonably anticipated debts as and when they fall due. If requested, I/We will provide a statement of solvency.
3. I/We declare that the money and/or other assets now or to be introduced do not emanate from any activity which is illegal or unlawful in their country of origin or the Island of Mauritius and specifically that none of the assets were derived from any of the activities specified in the Financial Intelligence and Anti-Money Laundering Act 2001, The Prevention of Corruption Act 2002 and the Prevention of Terrorism Act 2002 or any other equivalent legislation in another country I/We acknowledge that, if you at any time discover that the declaration I/We have made in this paragraph is untrue, you will disclose full details of your dealings with us, including our names, addresses, telephone or fax numbers and electronic mail addresses to the appropriate government authorities.
4. I/We hereby state and affirm that to the best of my knowledge there are no pending or threatened claims against me/us or with regard to the assets hereby introduced and that I am / we are not aware of any ground or basis upon which any claims could be made and that I am/we are not under any investigation or involved in any legal or administrative proceedings.
5. I/We declare that the information given herein is true and accurate and authorize you to obtain references from the above – named as appropriate.
6. I/We undertake to provide you with all and any information which you may require concerning the Trust and/or Entity or its affairs immediately upon request.
7. I/We will use my/our best endeavors to ensure that (so far as I am,/we are lawfully able to do so) the Trust and or Entity or its affairs are conducted in a proper and lawful manner and in compliance with all applicable laws and regulations.
8. I/We acknowledge that you are not giving us any fiscal or exchange control advice. I/We declare that it is within my/our discretion to take appropriate tax and other professional advice with regard to my/our introduction of the monies/other assets introduced to the Trust and/or Entity. I/We confirm that I/We understand that it is my/ our responsibility to make all necessary disclosures required by law to my/our relevant authorities, and, if applicable, the appropriate agencies which regulate the trading of securities. If appropriate disclosures are not made, I/We will advise you accordingly.
9. I/We undertake to ensure that the Trust and/or Entity is kept in sufficient funds to honour its liabilities as and when they fall due. I/We understand that no work will be done on my/our behalf until I/We have provided you with cleared funds as per amounts invoiced.
10. I/We hereby declare that the introduction of the money and/ or other assets is not calculated to carry out any illegal or immoral purpose.
11. I/We hereby undertake to inform you promptly of any potential or actual claim or demand or the commencement of any action, suit or proceeding against the Trust and / or Entity.

## DECLARATION

12. I/We confirm that if you are required by any government authority to determine the source of funds, I/We will provide you with necessary information and explanation to establish that the source of funds is from a lawful activity. I am/we are aware, however, that unless specifically authorized by me/us or required by an Order of the Courts of Mauritius, my name/our names will not be disclosed to such government authority.
13. I/We wish to advise you that I/We may from time to time request you to arrange for the transfer of monies or securities, at your discretion, on my/ our behalf by facsimile transmission or unauthenticated or uncoded electronic transmission. I/We accept that such transactions are undertaken at my/ our risk and hold you harmless in respect of any losses, actions, suits, costs, claims, or demands, however or whenever arising from any such transaction, I/We further agree to hold you harmless with respect to any steps you take pursuant to any instructions by facsimile transmission or unauthenticated or uncoded electronic transmission, and to confirm such instructions in writing if you so request. I/We understand that you reserve the right to refuse to accept any instructions transmitted by facsimile or unauthenticated or uncoded electronic transmission.
14. I/We understand that you are relying on the terms and conditions set out or referred to in this Client Relationship Form in entering into your relationship with me/us. I/We also understand that if anything I/We have said in this form is untrue or if I/We fail to do anything required of me/us by this Form or your Fees, Terms and Conditions, The Alliance Group and all subsidiary and associated companies may terminate their relationship with me/us without notice.

Signed \_\_\_\_\_  
(First Client)

Signed \_\_\_\_\_  
(Second Client)

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_