

IPG

Protector Services

IPG FAMILY OFFICE

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Table of Contents

1. Table of Contents
2. The Commonwealth of The Bahamas
3. Protectors – features and benefits
4. Fact Sheet
5. Trust Questionnaire
6. Application Form
7. Schedule of Fees

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The Commonwealth of The Bahamas

The Bahamas is an archipelago comprising 700 islands lying off the coast of Florida with 30 of the islands being inhabited. Tourism and Finance are the two mainstays of the economy with much of the activity being focused on Nassau, the commercial centre and the nation's capital.

Financial institutions are licensed by the Central Bank and The Securities Commission of The Bahamas, the former of which is also responsible for the supervisory and regulatory framework as well as ensuring that parity of the Bahamian dollar is maintained against the U.S. Dollar.

The Bahamas achieved independence in 1973 and is a self-governing member of the Commonwealth. It is also a member of the United Nations, the Caribbean Community and the Organization of American States. Queen Elizabeth II is the Head of State.

Government Legislation

The Bahamas has a long history of being a premier trust jurisdiction and is one of the few jurisdictions that specifically refers to a protector being appointed. The Government has recently reviewed its trust laws and as part of this review it has also enacted legislation which introduces the concept of the “Bahamas Executive Entity”. This innovative and significant development will bring a unique addition to wealth planning. The executive functions of the Bahamas Executive Entity will include acting a protector, enforcer, investment advisor or shareholder of a Private Trust Company.

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Protectors

Protectors are increasingly seen as being a cornerstone of every carefully created trust and foundation structure. The responsibilities of the Protector are defined in the trust or foundation instrument and their role is to oversee the actions of the trustees and to ensure the terms of the trust are complied with.

Features and Benefits

- ❖ Enables the settlor to withhold certain powers from the trustees
- ❖ Provides comfort to settlors and founders where there is concern that the trustees may not consider the wishes of the settlor sufficiently closely
- ❖ Assures settlors that after their deaths the affairs of the trusts and the interests of the beneficiaries will be overseen
- ❖ Provides useful guidance in times of change and during unexpected events (e.g. mental or physical incapacity, divorce, imposition of taxation or new laws, claims from illegitimate heirs)
- ❖ Ability to resolve disagreements between trustees and beneficiaries

Examples of powers where the trustees must first obtain consent of the Protector

- ❖ Protectors can be granted negative or positive powers (or both) – i.e. where the protector's consent is required or where the protector can give instructions
- ❖ Approving the addition and removal of beneficiaries
- ❖ Approving proposed trust distributions to beneficiaries
- ❖ Amending the terms of the trust instrument
- ❖ Approving a change in the law governing the trust
- ❖ Terminating or approving the termination of the trust

Powers a Protector can exercise without reference to the trustees

- ❖ Appointing replacement protectors
- ❖ Removing and appointing new trustees

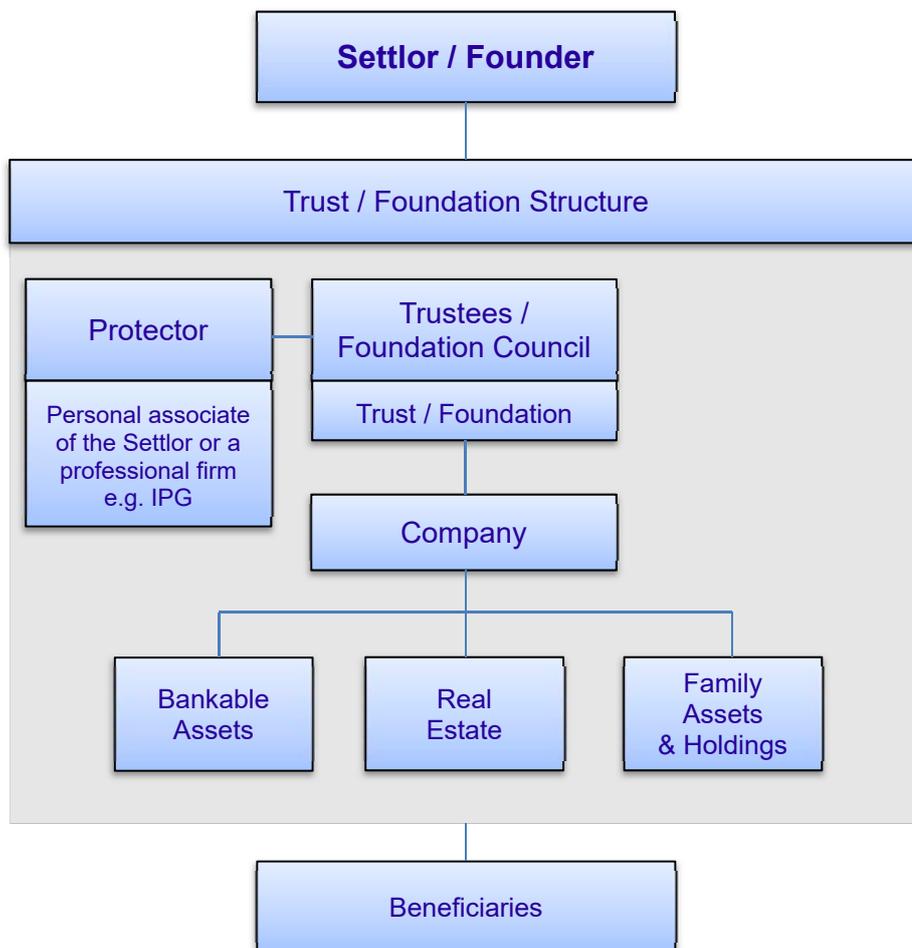
Other activities which commonly involve the Protector

- ❖ Participating or overseeing investment review committees
- ❖ Approving the appointment of agents or professional persons
- ❖ Overseeing or approving trustees' remuneration
- ❖ Reviewing and safekeeping copies of official trust documents

Professional Protector Services

- ❖ Carrying out the role of protector as prescribed in the trust deed
- ❖ Providing consent or otherwise to actions proposed by trustees
- ❖ Performing periodic reviews of trust activities
- ❖ Reviewing financial statements and other trustee documentation
- ❖ Attending trustee meetings and reporting to settlors and beneficiaries
- ❖ Becoming successor protectors to existing structures
- ❖ Advising other Protectors on the execution of their duties
- ❖ Acting as an authorised applicant or as an enforcer to purpose trusts

Typical Structure with a Protector



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Protectors

Fact Sheet

1) What is a Protector?

A Protector is person appointed under the terms of a trust instrument and whose role is to oversee or control the actions of trustees in the manner described in the trust deed

2) Who is a Protector meant to protect?

During the lifetime of the trust a protector should ensure the interests of the beneficiaries always takes priority when any decisions or actions are being contemplated

3) Who can be appointed a Protector?

Protectors can be individuals, a committee of individuals or a legal entity, such as a “Bahamas Executive Entity”. Very often they are closely acquainted with the settlor, but increasingly Protectors are specialists or professionals with experience in the role

4) What are typical powers granted to Protectors?

- ❖ Appointment and removal of trustees
- ❖ Adding and excluding beneficiaries
- ❖ Distributions of assets to beneficiaries
- ❖ Changing the law of the trust
- ❖ Terminating the trust

5) Why would a Settlor appoint a professional Protector?

- ❖ To preserve tax neutrality
- ❖ To have the choice between a corporate protector and an individual protector
- ❖ To find someone able and willing to act also in a fiduciary capacity
- ❖ When it is important to have someone who is independent of all parties and therefore has no conflicts of interest
- ❖ To secure the services of someone who brings knowledge and experience of trust industry matters
- ❖ The place of residence of protector may be important

6) What kind of Protector Services can IPG provide?

- ❖ Acting in an individual, corporate or protector committee capacity
- ❖ Providing or managing a “Bahamas Executive Entity” to perform the role
- ❖ Safekeeping of duplicate trust records
- ❖ Overseeing the investment review committee
- ❖ Providing consent or otherwise to actions proposed by trustees
- ❖ Attending settlor / trustee meetings
- ❖ Accepting an appointment as a successor protector
- ❖ Managing a company or foundation that acts act as protector
- ❖ Acting as an authorized applicant (enforcer) to purpose trusts

IPG

- ❖ Reviewing financial statements and other documents as provided by trustees
- ❖ Periodic reviewing of trust matters and reporting to settlor/ beneficiaries thereon
- ❖ Providing advice to other Protectors

7) Why might a Protector decide to withhold his consent to an action proposed by the trustees?

- ❖ The action might conflict with the settlor's letter of wishes and the Protector considers that the wishes should be followed
- ❖ The Protector may have lost faith in the trustees' ability to act properly and in the best interests of the beneficiaries
- ❖ The Protector might find himself named in a class of beneficiaries and feel that he cannot act with such a conflict of interest
- ❖ The Protector may have information of his own which makes granting consent unwise

8) What should a Protector do when he believes the trustees have acted without obtaining his consent?

- ❖ He must inform the trustees that they have acted improperly and satisfy himself that the incident will not be repeated. If he would have granted his consent to their action then he need take it no further
- ❖ If, however, the interests of one or more beneficiaries have been impaired he must ensure that the trustees undo their deed or recompense the trust themselves
- ❖ If the Protector is not satisfied that the position has been completely rectified, he should seek legal advice and explore legal remedies
- ❖ If the settlor is still alive, he should seek his views
- ❖ If he has powers under the terms of the trust, the Protector can remove the trustees and appoint new ones
- ❖ If he does not have such powers, he can consider seeking directions of the court to have the trustees replaced

9) Is it better if the Protector is an individual or a legal entity?

Where an individual is contemplated, care should be taken to nominate and complete all the necessary documentation to appoint a successor protector. A legal entity is permanent by nature and such matters need not be attended to. Nominating an individual is the common choice, but using a legal entity, such as a "Bahamas Executive Entity" can have significant advantages. *(Further information is available from IPG)*

10) What happens when a Protector becomes unfit to act or dies?

It is normal for the trust deed to provide for such eventualities and there would be provisions for a protector to be replaced

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Protector Services

Trust Questionnaire

Please complete each section of this form in BLOCK CAPITALS

1. Trust Details

Is the Trust already in existence?	YES NO	If YES, please attach a copy of the deed, if available, or send to IPG later		
Name of the Trust				
Proper law of the Trust, if known				
Name of the Trustees				
Address of the Trustees				
City		Post/Zip Code		
Country		Email		
Telephone & Telefax	Phone		Fax	
Name of contact person				
Nature of the trust, if known	<input type="checkbox"/> Fully discretionary <input type="checkbox"/> Fixed interest <input type="checkbox"/> Settlement	<input type="checkbox"/> Irrevocable <input type="checkbox"/> Revocable <input type="checkbox"/> Declaration	<input type="checkbox"/> Reserved powers <input type="checkbox"/> Other, please describe below:	
Name of the professional firm, if any, which is advising the settlor / the family on trust matters				
Address				
City		Post/Zip Code		
Country		Email		
Residential Phone / Fax	Phone		Fax	
Can IPG contact this person?	YES / NO			
Purpose(s) of the trust	<input type="checkbox"/> Tax planning <input type="checkbox"/> Estate planning	<input type="checkbox"/> Protecting assets <input type="checkbox"/> Consolidating assets	<input type="checkbox"/> Succession planning <input type="checkbox"/> Other, please describe below:	
Are the Beneficiaries named in the Trust Deed? (if known)	YES NO	Please attach a copy the Letter of Wishes / Memorandum of Wishes		



2. Trust Assets (if more space is required, please photocopy this page and complete accordingly)

Origin of assets	<input type="checkbox"/> Gift/inheritance <input type="checkbox"/> Sale of business	<input type="checkbox"/> Investment profits <input type="checkbox"/> Professional earnings	<input type="checkbox"/> Sale of real estate <input type="checkbox"/> Other, please describe below:
Initial settled funds, if known			
Additional settled funds (if trust already exists)			
Are financial statements available? (if the trust already exists)	YES NO	If YES, please enclose copies with this Questionnaire, if available, or please arrange to send to IPG later	
Description and value of the assets, if financial statements are not enclosed			
Anticipated level of financial activity	Assets in and out	AMOUNT / ASSET VALUE	Frequency <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Annually <input type="checkbox"/> Other:

3. Beneficiaries

Is the Settlor a beneficiary / to be a beneficiary?	YES NO	
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4. Other Beneficiaries

Title (Mr/Mrs/Ms/Other)	1	2	3
Family Name			
First Name(s)			
Residential Address			
Country			
Nationality(ies)			
Marital Status			
Occupation/Profession			
Date of Birth	DAY / MONTH / YEAR	DAY / MONTH / YEAR	DAY / MONTH / YEAR
Relationship to Trust Settlor			

(If there are more than three additional beneficiaries, please photocopy this page and complete "Other Beneficiaries" accordingly)



5. Protector

Name	IPG GROUP LIMITED			
Which location is the Protector required?	The Bahamas	YES / NO	Other (please state)	
Name of Retiring Protector (if applicable)				
Address of the Retiring Protector				
City		Post/Zip Code		
Country		Email		
Residential Phone / Fax	Phone		Fax	
Name of contact person (if different)				
Reason for retiring				
Under the terms of the trust, who has the power of appointment of Protector? (if known)				
How is the power of appointment exercised? (if known)				
Who has the power – or who has been nominated - to determine the Protector's fees? (if known)				
Other useful information				
IPG will require a schedule of the protector's powers. Is this attached?	YES NO	If not attached, please confirm when this will be submitted to IPG		

6. Undertaking and Signature

I undertake to inform IPG immediately of any changes to this information for the duration of my relationship with IPG.

Settlor / Beneficiary / Protector	
Signature	
Place	Date DAY / MONTH / YEAR



Settlor / Protector / Beneficiary Application Form

Please complete each section of this form in BLOCK CAPITALS

1. Description of Applicant

In which capacity is the Applicant completing this form? (tick all that apply)	<input type="checkbox"/> Settlor	<input type="checkbox"/> Protector	<input type="checkbox"/> Beneficiary
	<input type="checkbox"/> Joint Settlor	<input type="checkbox"/> Joint Protector	<input type="checkbox"/> Other, please describe below:

2. Name and Personal Details

✓ If there is more than one Applicant, please photocopy this Client Information Form and complete accordingly

	Applicant								
Title (Mr/Mrs/Ms/Other)									
Family Name									
First Name									
Full Residential Address									
City						Post/Zip Code			
Country									
Date of Birth	DAY / MONTH / YEAR								
Place of Birth									
Nationality(ies)*									
Domicile									
Telephone / Telefax / Email	Phone			Fax			Email		
Preferred Method(s) of Correspondence	Phone	YES NO	Fax	YES NO	Email	YES NO	Courier / Letter	YES NO	

* Please ensure that all nationalities (if more than one) are stated

3. Background and US Connections

Professional Background (qualifications, career etc.)							
Employment	Salaried employment	YES NO	Self-employed	YES NO	Non-employed	YES NO	
Name of Company				Nature of Business			
Occupation				Position or rank			
If retired, date of retirement	DAY / MONTH / YEAR						
Annual income	<input type="checkbox"/> \$0-\$150,000 <input type="checkbox"/> \$150,000-\$500,000 <input type="checkbox"/> more than \$500,000		Source(s)				
Estimated overall net worth	<input type="checkbox"/> \$0-\$2.5 million		<input type="checkbox"/> \$2.5 million-\$10 million		<input type="checkbox"/> more than \$10 million		
Political / PEP activities* (at any time)							

* A politically exposed person (PEP) is a senior official in the executive, legislative, administrative, military of a government (whether elected or not), a senior official of a political party, or a senior executive of a government-owned corporation. In addition, a senior political figure includes any corporation, business, or other entity that has been formed by, or for the benefit of, a senior political person. If you are related to such a person, please state such and complete accordingly.

Have you any US connections? Please check wherever applicable.	<input type="checkbox"/> US citizen (wherever resident)	<input type="checkbox"/> US real estate owner
	<input type="checkbox"/> Resident Alien in the USA (green card holder)	<input type="checkbox"/> Born in the USA
	<input type="checkbox"/> US residence or correspondence address	<input type="checkbox"/> US tax payer
	<input type="checkbox"/> US hold mail or c/o address	<input type="checkbox"/> Spouse of a US person
	<input type="checkbox"/> Habitual visitor to the US	<input type="checkbox"/> Other (please explain here)
	<input type="checkbox"/> Power of attorney granted to US resident	
If No to all of these, please check the box:	<input type="checkbox"/> No, I do not have - and never have had - a US connection I hereby agree to notify IPG in writing within thirty (30) days of my taking actions which may result in me having a US connection.	



4. Communication

Please state the preferred means of communication		Email	Mail	Fax	Courier
Additional communication preferences					
Should IPG always telephone prior to sending above?		YES / NO			
In the normal course of events, is direct contact with the Client permitted? (Section 1 details apply)		YES / NO			
If NO, please state name of the contact person (and supply their details as below)		1.			
Full Residential Address					
City		Post/Zip Code		Country	
Telephone / Telefax		Phone	Fax	Email	
Nationality(ies)					
Date of Birth DD / MM / YYYY					
Passport / ID Number(s)		Passport / ID Document expiry date(s)			
Passport / ID Issuing Country(ies)					
If NO, please state the person's relationship (e.g. lawyer, tax advisor etc.) to the Applicant		Specimen signature of the contact person			

✓ If Box 1. above has been completed, please ensure that legible photocopies of all valid passport(s) or ID cards(s) of the contact person, independently certified as true copies of the originals, are included with this Form. Please also attach the original or an independently certified true copy of a utility bill, a credit card statement or some other document that verifies the contact person's residential address and which is dated within the last three months.

5. Documentation Required, Certifications and Check List

Topic	Action Required	Checked
1. Communication (Application Form - Section 4)	If Box 1 has been completed, please enclose the following: <ul style="list-style-type: none"> legible photocopies of all valid passport(s) or ID cards(s) of the contact person, independently notarised as true copies of the originals the original of a utility bill, a credit card statement or some other document that verifies the contact person's residential address and which is dated within the last three months 	<input type="checkbox"/> <input type="checkbox"/>
2. Applicant's own identity verification documents	The Applicant needs to: <ul style="list-style-type: none"> attach a notarised copy of their passport(s) or other permanent government issued ID document showing (i) discernible photo (ii) number (iii) country of issuance (iv) issue date and expiry date (v) signature of the Applicant. attach the original of a very recent utility bill or bank / credit card statement or other document verifying the home address stated in Section 1 above. (Numbers on bank or card statements may be concealed) 	<input type="checkbox"/> <input type="checkbox"/>

Certifications must be made by an IPG officer, a bank officer, embassy official, or other professional, e.g. an accountant, attorney at law, corporate service provider in a FATF approved country or a Notary Public. The copy must bear the stamp of the individual or entity confirming the document, his credentials and address, the date and the following statement (adapted accordingly) **"I certify this to be a true copy of the original document which I have before me (and that the photograph is a true likeness of the person being identified)".**



6. Individual Tax Residency Self-Certification Form

Part 1 - Individual Information			
Name of Individual			
Residential Address (list all addresses, attaching an extra sheet of paper, if needed)			
Mailing Address (if different from above)			
Date of Birth (DD / MM / YY)	DD / MM / YY		
Part 2 – United States Tax Status Declaration			
Under the Internal Revenue Code of 1986 of the United States (US), as amended, and the relevant Treasury Regulations a US Person includes – US citizens (including dual citizens and anyone born in the US or a US territory who did not renounce US citizenship), Lawful Permanent Residents (green card holder regardless of residency or expiration date), individuals satisfying the Substantial Presence Test (see notes below), and / or for any other reason (see notes below).			
Select One:	<input type="checkbox"/> I hereby confirm that I am not a United States Person for income tax purposes, or <input type="checkbox"/> I hereby confirm that I am a United States Person for income tax purposes and have provided a signed Form W-9 and will submit my TIN / SSN to IPG.		
Part 3 - Tax Residency			
Primary Income Tax Residency		Tax Identification Number (see notes below):	
Additional Income Tax Residency		Tax Identification Number (see notes below):	
Additional Income Tax Residency		Tax Identification Number (see notes below):	
If a Tax Identification Number is not available, please specify the reason			
Part 4 – Change of Circumstances Certification			
I hereby confirm that the information and confirmations given above are true, accurate and correct. I undertake to notify IPG within 30 days where any change in circumstances occurs that results in any information contained within this form to be inaccurate or incomplete and I agree to submit an updated form reflecting such changes and/or provide further necessary forms and documentation within 60 days of such change in circumstances, or risk that IPG may terminate the relationship at its own discretion.			
Place and Date			
Signature			
Name			



Notes for the Individual Tax Residency Self-Certification Form

Part 1 – Individual Information
<p>Name of Individual: Enter the full name of the Individual completing this Form</p> <p>Date of Birth: Enter date in the following format DD / MM / YY.</p> <p>Residential Address: Enter your residential address where you ordinarily reside. If this is more than one location, please include all locations.</p> <p>Mailing Address: Enter your regular mailing address or “same as above”.</p>
Part 2 – United States Tax Status Declaration
<p>You must confirm whether you are or are not a US Person and ensure none of the following criteria applies to you:</p> <p>United States Citizen: Means birth in the US, birth to two US citizen parents, birth to one US citizen parent who meets physical presence test (5 years physical presence in the US and 2 of the 5 are after age 15) or naturalized persons.</p> <p>Lawful Permanent Resident: Means “Greencard” holders (not visa holders and applies even if residency is outside the US. Lawful Permanent Resident status only applies to the person holding that status and not to family members.</p> <p>Individuals Satisfying Substantial Presence Test: Means 183 days during the past 3 years (prior years subject to reduction). The exceptions are the Closer Connection Test, diplomat, teacher, trainee, student (5 year limitation) and Tax Treaty. An individual satisfies the Substantial Presence Test with respect to any calendar year if (a) the individual is physically present in the US on at least 31 days during the current calendar year and (b) the sum of the number of days on which the individual is considered to be present in the US in the current calendar year plus 1/3 of the days present in the preceding year and 1/6 of the days present in the second preceding year equals or exceeds 183 days.</p> <p>Other Reasons for being treated as a US resident for US income tax purposes are e.g. dual residency, being a non-US spouse filing jointly a US tax return with a US spouse or relinquishing US citizenship or long-term permanent residency in the US.</p>
Part 3 – Tax Residency (all clients)
<p>Legislation requires Financial Institutions to collect certain information about each client’s tax residence(s), and to determine whether they are obliged to submit certain account information to relevant tax authorities.</p> <p>Tax Identification Number (TIN): Please enter your social security number or TIN for all territories which apply to you.</p> <p>TIN Unavailable: Only complete this section of the self-certification if you do not have a tax identification number or your country does not issue such numbers and provide a description for the reason in the space provided.</p>



7. Declarations and Undertakings

1. **Encumbrances.** I confirm and declare that:
 - I am the beneficial owner of the assets to be transferred to IPG and / or the trust / company structure, and that I am not acting on behalf of any other person.
 - I am not bound by a marital contract or other agreement that inhibits in any way my freedom to transfer assets to a trust / company as described herein
 - inheritance and forced heirship rules to which I am subject do not inhibit my desire to dispose of my assets as described herein
 - all these assets are free from any other restrictions or encumbrances
 - these assets are not derived from criminal acts
2. **Solvency.** I hereby declare that I am solvent and remain able, after funding the trust / company with the assets described herein, to meet any current or foreseeable financial obligations and that I have no intention hereby to reduce my creditors' rightful claims.
3. **Independent Advice.** I hereby confirm that IPG has recommended that I consult an independent professional legal and/or tax counsellor concerning the proposed arrangements and the documentation relating to such arrangements. I further confirm that I am not relying on any representations made by IPG as to the tax and/or legal aspects which may result from the business proposed or as to any activities that may be undertaken as a consequence. I understand that I have an obligation to comply with the laws and regulations of my country of citizenship or residence.
4. **Independent Verification.** I hereby authorise IPG, its nominees, affiliates, and / or its directors and officers to obtain independent verification of any information that I have provided with respect to my application to open an account and/or to carry out any business transaction or other business with IPG.
5. **Correct Information.** I declare that the information provided in this form and the documentation attached is true and correct and further I undertake to inform IPG immediately of any changes to this information for the duration of the relationship as defined in the Terms and Conditions of Business.
6. **Fees.** I have reviewed and initialled the Schedule of Fees and am agreeable to the rates chargeable.
7. **Terms and Conditions of Business.** I have read, understood and initialled the Terms and Conditions of Business
8. **Request to proceed.** Upon receipt of satisfactory references, I request that IPG proceeds with the formation of the trust / company as described herein, although I fully accept that IPG is under no obligation to do so. I hereby confirm that the undertakings and comments given herein to IPG shall be irrevocable and remain valid and correct until IPG terminates its involvement with the trust / company as described herein or with such entities that may be subsequently established at my behest.

8. Applicant's Signature

Applicant	
Signature	
Place	Date DAY / MONTH / YEAR



IPG FAMILY OFFICE LIMITED

PROTECTOR SERVICES

SCHEDULE OF FEES

Acceptance	USD
Acceptance Fee: includes all time spent liaising with the settlor and their advisors prior to our appointment as protector	2,000
Annual Fees – Fixed	
Payable upon appointment of either an individual or corporate protector and annually thereafter	1,500
Other Fees	
Certification by Notary	100
Legalization by Apostille (inclusive of Government fees)	500
Provision of Know Your Client (KYC) documentation and / or information to third parties, chargeable per individual and / or company and inclusive of notary fees, if applicable	500
Late Payment Fee	100
<i>The fees detailed above DO NOT include disbursements and additional costs such as couriers, faxes, filing fees, revenue stamps (if applicable) and other like expenses</i>	
Other Costs	
Time spent by IPG staff is charged on an hourly basis for undertaking work outside the scope of standard fees	Variable

Fees are subject to change



Terms and Conditions of Business – Protector Services

ARTICLE 1: PURPOSE AND SCOPE

The purpose of these Terms and Conditions of Business is to govern the relationship between IPG Family Office Limited, registered in The Bahamas as one of its subsidiaries or associated companies (hereinafter referred to as "IPG") and the contracting party (hereinafter referred to as the "Client"). IPG will, at the request of the Client, provide the protector services requested (hereinafter referred to as "the specified services") subject to these terms and conditions for the trust or foundation (hereinafter referred to as the "entity"), defined in The Schedule hereto. The terms of the governing instrument of an entity or of another agreement with IPG in respect of an entity shall prevail over these Terms and Conditions of Business. IPG may act through its duly authorized directors, officers, shareholders, agents, nominees and employees in the exercise of its powers and duties when providing the specified services.

ARTICLE 2: INDEMNIFICATION

In consideration of IPG agreeing to provide the specified services the Client shall fully and absolutely hold harmless and indemnify IPG, its directors, officers, shareholders, agents, nominees and employees ("Indemnitee" or collectively "Indemnitees") in respect of any liability in the form of loss, claims, costs, charges and expenses whatsoever made by any company or person in respect of the specified services including, but not limited to, any acts or omissions in the carrying out of any instructions which it believes to have been genuinely given by the Client and any special, consequential, punitive or similar damages, suffered by IPG or any shareholder thereof.

The Client shall fully and absolutely hold harmless and indemnify the Indemnitees in respect of any liability arising from any adverse judgements, or otherwise, in respect of any claim, action, suit or proceeding (whether civil, criminal or administrative), including any amount paid to settle a claim or action or satisfy a judgement, which liability arises directly or indirectly by reason of the Indemnitees carrying out the specified services or taking or failing to take action in their respective official capacities with regard to the affairs of a company, business or other entity, provided that such liability shall not be due to the wilful default or actual fraud on the part of the Indemnitees.

The indemnities shall be enforceable against the funds in IPG's hands or assets under its control in respect of all actions, proceedings, claims, costs, charges and expenses whatsoever and wheresoever made against or incurred by it arising out of or in connection with the administration provided by IPG and IPG shall have a lien on all such funds and assets until the amount of such claims, costs, charges and expenses in any current or pending actions or claims has been determined.

Reasonable expenses incurred by an Indemnitee who is a party or witness in a proceeding shall be paid or reimbursed by IPG in advance of the final disposition of the proceeding upon receipt by IPG of: (i) a written affirmation by such Indemnitee of such Indemnitee's good faith belief that the standard of conduct necessary for indemnification by IPG, as stated in the statutory documentation of the entity has been met, and (ii) a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed if it shall ultimately be judicially determined that such Indemnitee is not entitled to be indemnified hereunder.

IPG shall be entitled to take legal advice and, when so advised, to bring or defend or authorize the bringing or defending of any action, proceeding or claim without the express consent of the Client. The cost and expense of any such advice and of any legal action shall be borne by the Client.

The foregoing exculpation and indemnity provisions are in addition and without prejudice to all other exculpations and indemnities expressed or implied for the benefit of the Indemnitees or generally available to the Indemnitees in law or otherwise. All indemnities to which the Indemnitees are entitled shall continue notwithstanding the termination of the relationship with the Client or entity.

If no complaint or objection is made in writing to IPG within thirty (30) days, the actions carried out by IPG, as well as its statements of account and other notifications shall be considered to have been approved by the Client.

IPG reserves the right to require the Client to sign a document acknowledging receipt of any document.

ARTICLE 3: SIGNATURES AND AUTHENTICATION

Powers of Attorney and specimen signatures provided to IPG shall always be considered valid unless and until it is notified in writing that they have been revoked or changed in any way. The Client shall be held liable for any damages of any kind resulting from falsification or failed authentication which may escape notice when normal verification is performed, unless there is gross negligence on the part of IPG.

ARTICLE 4: LEGAL INCOMPETENCE

The Client shall be held liable for any damages which may result from the fact that the Client or a third party has become incompetent, unless IPG has been so informed in writing. The Client shall always be held liable for the

consequences of any of his attorneys becoming incompetent.

ARTICLE 5: MAIL SENT BY IPG

Regularly mailed correspondence shall be deemed to have been delivered when mailed by IPG. Correspondence retained by IPG in accordance with the Client's instructions shall also be deemed to have been duly delivered when retained electronically or physically, even though it may not actually be handed over or sent until a later date. The Client therefore assumes full responsibility for any consequences and possible damages that might result from the retaining of the correspondence. IPG is under no obligation whatsoever to administer funds held on account for the Client unless the undersigned has given specific instructions to this effect. Correspondence not collected by the Client will be destroyed by IPG seven (7) years after its date of issue.

Notwithstanding the foregoing, IPG hereby reserves the right to communicate directly with the Client if circumstances arise which IPG determines warrant such action.

ARTICLE 6: COMMUNICATION BY TELEPHONE OR BY OTHER MEANS

The Client may communicate with IPG by telephone, facsimile, email or other forms of telecommunication and shall alone assume all the risks and bear all the consequences of such communication. If the Client wishes to use email to communicate with IPG, the Client's attention is drawn to the fact that messages sent via the internet cannot be secured, that neither the Client's nor IPG's identity as an internet user, nor the content of any messages, can be kept secret, and also that data that flows between the Client and IPG, whether encrypted or not, may enable third parties to infer the existence of a service provider relationship.

Although under no obligation to do so, IPG reserves the right to require particulars enabling it to ensure the identity of the originator of an order or to require written confirmation of any order or instruction given by any form of telecommunication. It shall assume no liability for refusing to execute orders placed by persons who, in its judgement, have not been properly identified.

ARTICLE 7: RELEASE FROM RISKS INHERENT IN MEANS OF COMMUNICATION

If use is made of the mail service, the telephone, a facsimile machine or any other means of transmission or transportation, the Client shall assume all the risks and bear all the consequences which that may entail and, unless there is gross negligence on its part, IPG shall assume no liability with respect to whether messages are authentic, confidential, understandable, misrouted, delayed, lost or not received in full, or whether there may be identification errors.

ARTICLE 8: COMPLAINTS

The Client shall have thirty (30) days to make any complaint in writing with respect to the execution or non-execution of instructions of any kind, or to financial statements or any other information provided by IPG, starting from the date of receipt of the documents concerned or the date on which they are placed in the Clients' retained correspondence.

If the Client fails to receive advices or notifications which he is expecting, the above period shall commence on the date on which such advices or notifications would normally have been received or placed in the Client's retained correspondence.

ARTICLE 9: FAULTY EXECUTION OF INSTRUCTIONS

In the event of damages resulting from non-execution or incorrect, incomplete or belated execution of instructions (other than buy and sell orders), IPG shall, unless there has been gross negligence on its part, assume liability only for interest lost, unless its attention had been drawn in writing to the risk of more extensive damages.

In all cases, unless there has been gross negligence on its part, IPG's liability shall be limited to the amount directly lost by the Client on the transaction concerned and shall not extend to any liability for other indirect or ancillary damages.

IPG will not be required to carry out instructions or comply with any directions which it considers may be unlawful under the laws of The Bahamas or contrary to the public policy of The Bahamas or be unlawful under the laws of any other place having jurisdiction or applicable in the place where such instructions or directions are to be performed. IPG is authorized, 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 rulings or practice of appropriate authorities, local or foreign, in which instance, IPG shall not be required to determine whether such actions were required or necessary according to the correct interpretation of such law, rulings, or practice or to contest or otherwise oppose such action(s). IPG shall not be liable in any way for acting or not acting in accordance with opinions, advice, instructions, requests, certificates, powers of attorney, or other instruments believed by it to be genuine.





Terms and Conditions of Business – Protector Services

ARTICLE 10: RECORDING OF TELEPHONE CONVERSATIONS

For the purpose of ensuring that oral instructions or other messages received from the Client or third parties are authentic and understandable, the Client agrees to allow IPG to record all telephone conversations between its staff members and the Client, the Client's attorneys or any other third parties. In the event of dispute, IPG reserves the right to use such recorded conversations as evidence.

ARTICLE 11: FEES AND CHARGES

IPG shall, unless agreed otherwise in writing by IPG, be entitled to remuneration in accordance with its Schedule of Fees in force from time to time and shall be authorized to debit, failing which to charge, the entity with any and all fees, commissions, custodial fees, brokerage fees and other charges.

IPG reserves the right to charge a flat fee for its services and those of its correspondents. The Client shall also reimburse IPG for any and all expenses, charges and taxes incurred by it in the carrying out of the specified services.

In the event that any fees, expenses and other charges of IPG remain unpaid for a period of thirty (30) days from the date billed, then IPG shall have the right to suspend the specified services and is authorized to collect such fees from any entity or entities and is specifically authorized hereby to effect the sale of any securities or other assets owned by such entity or entities to settle the outstanding fees, expenses and other charges.

The Client shall reimburse IPG for any other expenses related to the specified services, including compensation for the services of professional advisors or sub-attorneys where such services are required in relation to all transactions or to any exceptional action. The Client shall also indemnify IPG for any damages resulting from such situations, unless there has been gross negligence on the part of IPG.

IPG reserves the right to amend its Schedule of Fees at any time. The Client shall be informed of such amendments in writing or in any other appropriate manner. If such amendments are not protested within thirty (30) days, they shall be considered to have been approved.

ARTICLE 12: PERSONAL AND TAX STATUS OF THE CLIENT

The Client shall be responsible for providing IPG with the information required for IPG to fulfil its contractual or regulatory obligations, either voluntarily or at IPG's request. The Client undertakes to inform IPG within thirty (30) days of any change in the Client's personal status, in particular a change of tax domicile, address or nationality. The Client shall be held liable by IPG for any damages which may result from receiving incorrect information about the Client's personal and tax status.

IPG strongly recommends that the Client takes advice from a tax expert in the jurisdiction of his tax domicile. IPG shall assume no liability for claims in respect of the retention or administration of funds held by IPG to order of the Client. The Client undertakes to continue to acquaint himself with prevailing and/or material tax issues that may have a bearing on the business relationship he has with IPG.

Where it is required by the domestic law of the Client that he arranges for the appointment of an agent, the Client undertakes full responsibility for the decision as to the appointment or the failure to appoint such agent and he indemnifies IPG and holds IPG harmless for such decision.

For the avoidance of doubt it is clearly understood that IPG does not provide legal, taxation, investment or accountancy advice.

By entering into a relationship with IPG, the Client confirms that he is solvent and is not undertaking business with IPG which a creditor or other person has any legal right to or claim or interest in.

ARTICLE 13: DUTY NOT TO INTERFERE

IPG does not have a duty to interfere in the business of any underlying or affiliated businesses of an entity. All documentation and/or information IPG may request from the Client concerning such businesses must be provided to IPG without delay.

ARTICLE 14: DATA PROTECTION AND CONFIDENTIALITY

Within the limits of the laws protecting the fundamental rights of persons whose particulars are subject to processing, IPG is authorized to store the Client's personal data electronically and to process them by computer or in any other way, most particularly so that IPG may fulfil its due diligence obligations, to attend to the Client's instructions, to execute any and all transactions, to manage and/or administer the Client's account and to use such data in assessing creditworthiness or performing statistical analysis.

Without prejudice to confidentiality regulations and any other legal restrictions, the Client agrees to allow the data processed by IPG to be used by any other company or entity affiliated with IPG in The Bahamas or abroad, without requiring IPG to inform or seek the consent of the Client. Client data may also be transferred outside of The Bahamas even if the prevailing laws offer less

protection.

ARTICLE 15: CONSENT TO DISCLOSE INFORMATION

The Client consents to his personal data and the affairs of the entity being disclosed to third parties in order for the entity to transact business with such parties. Notwithstanding the generality of the foregoing, the Client acknowledges such disclosure will be made in order to effect the opening of a bank account, meeting the requirements of services providers and professionals retained by the Entity or complying with an order of a court, regulatory authority or government or tax agency having jurisdiction over the Entity or IPG.

ARTICLE 16: OUTSOURCING

In compliance with applicable service provider laws and regulations and, if it deems it appropriate or necessary, IPG reserves the right to outsource certain services inherent in its service provider operations, e.g. computer media and programming, the booking of transactions and other back-office tasks, to one or more companies and entities affiliated with IPG, or to third parties for an extended period of time.

ARTICLE 17: TERMINATION OF SERVICE PROVIDER RELATIONSHIP

IPG and the Client may terminate the relationship without cause at any time giving thirty (30) days written notice, provided that termination by the Client shall not be effective until the Client has discharged, or caused to be discharged all obligations to IPG, including obligations for which IPG could be made liable and all outstanding fees, expenses and charges due to IPG.

The termination of the specified services shall not relieve the Client of his obligations under these Terms and Conditions of Business and any other indemnities.

ARTICLE 18: RIGHT TO AMEND THE TERMS AND CONDITIONS OF BUSINESS

IPG reserves the right to amend these Terms and Conditions of Business at any time. The Client shall be informed of such amendments in writing or in any other appropriate manner. If such amendments are not protested within thirty (30) days, they shall be considered to have been approved.

ARTICLE 19: ANTI-MONEY LAUNDERING

The Client undertakes to adhere to all laws, including all anti-money laundering and criminal laws, rules and regulations in all relevant jurisdictions during the time the entity is administered by IPG.

The Client is deemed to be aware of Bahamian anti-money laundering legislation and undertakes to provide such additional information as may be required by IPG to verify his identity, bona-fides and/or details of the nature of transactions and/or source of funds.

If IPG makes further enquiries as to the precise source of funds for, or the nature of, a transaction, then IPG shall not be liable for any losses, of whatsoever nature, arising from any delays in effecting or consequent upon such transaction.

ARTICLE 20: FINANCIAL STATEMENTS

IPG requires that annual financial statements be prepared and supplied to IPG within four months of the financial year end of the entity for which IPG / the Protector is acting.

ARTICLE 21: PURCHASES AND SALES OF SECURITIES

In the event that IPG is requested to make specific investments, acquire specific assets or to appoint an Investment Advisor, IPG shall be fully indemnified in respect of its decision to act upon such request and shall not incur any liability in following such request or the recommendations of such Investment Advisor.

The Client acknowledges that IPG does not exercise any control whatsoever over orders initiated by the Investment Advisor and shall not be liable therefor.

In the event that IPG is requested to vest custody and control of entity assets in a third party, IPG shall be fully indemnified in respect of its decision to act upon such request and shall not incur any liability in following such request.

In the event of the death, legal incompetence or bankruptcy of the Client, IPG shall only accept further instructions from the Client's personal representatives, guardian or trustee-in-bankruptcy, as applicable.

ARTICLE 22: APPLICABLE LAW AND JURISDICTION

These Terms and Conditions of Business shall be subject to, and be construed and interpreted in accordance with the laws of the Commonwealth of The Bahamas.

The Client hereby irrevocably submits to the non-exclusive jurisdiction of the courts of competent jurisdiction in the Commonwealth of The Bahamas in any action or proceeding arising out of or relating to these Terms and Conditions of Business and the Client hereby irrevocably agrees that all claims in respect of such action or proceedings may be heard and determined in any such court and irrevocably waives any objection now or hereafter as to the venue of any such action or proceeding brought in such a court or the fact that such court is





Terms and Conditions of Business – Protector Services

an inconvenient forum.

The Client irrevocably and unconditionally consents to the service of process in any such action or proceeding in any of the aforesaid courts by the mailing of copies of such process to the Client, by certified or registered mail, at his or such other parties' address notified in writing to IPG.

The Client agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right of IPG to sue in any other jurisdiction.

The Client waives to the maximum extent not prohibited by law any right he may have to claim or recover in any legal action or proceedings any exemplary, punitive or consequential damages.

In the event that any provision of these Terms and Conditions of Business or any part thereof is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

In these Terms and Conditions of Business, where the context so permits, the masculine shall include the feminine and vice-versa, the neuter shall include the masculine and vice-versa and the singular shall include the plural and vice-versa.

I, the undersigned, authorize IPG to obtain independent verification of any information provided to IPG by me.

I declare that information supplied to IPG is true and complete to the best of my knowledge and belief and that I am bound by the statements and information given to IPG.

I confirm that should any changes occur to the information supplied to IPG, I will inform IPG immediately.

I further confirm that I have reviewed IPG's Schedule of Fees and accept the terms stated therein.

I further confirm I have read and understood these Terms and Conditions of Business. I further confirm that monies received at my behest into the accounts maintained by IPG are and will continue to be sourced from legitimate and legal means and are not the proceeds or profits from an illegal activity as determined under the laws of the Commonwealth of The Bahamas.

I hereby confirm that all sums remitted at my behest to accounts maintained by IPG are and will continue to be wholly and exclusively beneficially owned by me and no transactions will be processed on behalf of third parties.

The Schedule

(insert name of trust / foundation / entity below)

.....

Read approved and signed by the Client	
Full Name	FULL NAME
Signature	
Date	DAY/MONTH/YEAR

