

# TRUST INSTRUCTION

Main application

## TERMS & CONDITIONS

This agreement shall endure for the period starting on the date that this agreement is entered into and will continue until such time as Treasury Trust Services (Pty) Ltd is no longer reflecting as Independent Trustee on the Letter of Authority.

Fiduciary services, including but not limited to taking up the appointment as Independent Trustee, is provided by Treasury Trust Services (Pty) Ltd and the responsible Trust Advisor. The Advisor has the right to instruct colleagues and independent service providers, to assist in the provision of the services.

The recipient of the fiduciary services is a private individual or a legal person who has entered into this agreement with Treasury Trust Services (Pty) Ltd, hereinafter referred to as the Client.

The Client is responsible for making all relevant information available to Treasury Trust Services (Pty) Ltd and pointing out matters that may require further consideration. In the event that formal deadlines fall within the scope of the engagement, the Client must inform Treasury Trust Services (Pty) Ltd at least two (2) business days before such deadline. Treasury Trust Services (Pty) Ltd and the employees rendering the service, provide all services, taking into consideration all information made available to them, using all means and methods that are in line with the law and the rules of professional ethics. The services are provided, applying due diligence, but it is to be noted that Treasury Trust Services (Pty) Ltd and their employees cannot guarantee a specific outcome of the engagement. The Client hereby indemnifies and holds harmless Treasury Trust Services (Pty) Ltd in respect of any claim arising from any advice and documents drafted or provided by Treasury Trust Services (Pty) Ltd.

### 1. TREASURY TRUST SERVICES (PTY) LTD PRIVACY POLICY

- 1.1 Treasury Trust Services (Pty) Ltd will not sell, rent, or trade your personal information to any third party.
- 1.2 As a result of its relationship with the Destinata Group service providers / independent service providers / intermediaries / advisors, Treasury Trust Services (Pty) Ltd will be sharing with them information about you / any trust established for your benefit.
- 1.3 Treasury Trust Services (Pty) Ltd will disclose information when lawfully required to do so to comply with any relevant legislation, or any legal process; and by any regulatory authority (like the Financial Sector Conduct Authority) and the regulators it may appoint for the various financial sectors.

### 2. PREFERRED SERVICE PROVIDERS FOR OUR TRUST

- 2.1 Treasury Trust Services (Pty) Ltd is subjected to a very high standard when they are appointed as the Independent Trustee of a trust as it is the responsibility of all Trustees to ensure decisions made with regards to the trust is in the best interest of the Beneficiaries.
- 2.2 In light of the above onus, Treasury Trust Services (Pty) Ltd is of the opinion that it would be in the best interest of all the Trustees and Beneficiaries if the service provider has a proven track record and has experience in trust administration / taxation.
- 2.3 Treasury Trust Services (Pty) Ltd will therefore not agree to any decision made by the Trustees with regards to using the services of another company lacking expertise.

### 3. CANCELLATION / TRUSTEE FEES

If the Client should cancel its membership with Wealth Masters Club, Destinata Family Office (Pty) Ltd or Treasury Trust Services (Pty) Ltd then either company may invoice the client at its discretion for any discount granted due to the Client's membership, including but not limited to, membership fees, registration fees and monthly Trustee fees as per the fee structure for the financial year in which the membership or mandate is cancelled. If Treasury Trust Services (Pty) Ltd resigns as Independent Trustee, Trustee fees will remain payable until such time as the updated Letter of Authority or confirmation of resignation has been received from the Master of the High Court. No client is entitled to a refund for any fees paid to Treasury Trust Services (Pty) Ltd. Should the Client request any amendments, more than three times on the trust deed prior to registration, Treasury Trust Services (Pty) Ltd may charge a fee for additional amendments.

I, \_\_\_\_\_

with ID number \_\_\_\_\_

hereby agree to the above Terms and Conditions.

**Signed**

At \_\_\_\_\_

On \_\_\_\_\_