



Hallmark
Bank & Trust Ltd.

Setting Up a Trust without a Corporation

Checklist

- Complete and sign the “Client Information Form” and have it NOTARIZED
- Complete and sign the “Turks & Caicos Discretionary Trust Application Form”
- Complete and sign the “Affidavit of Solvency and Title and Source of Assets” form and have it NOTARIZED
- Complete and sign the “Password and Liability” form
- Execute a “Letter of Wishes”, if desired
- Enclose Two (2) NOTARIZED forms of identification, at least one of which must have a photo and signature - i.e. picture and signature pages of your passport, drivers license, birth certificate, naturalization card, social insurance card, etc.
- Enclose an ORIGINAL bank reference letter in the attached form
- Enclose an ORIGINAL reference letter from a professional advisor such as your attorney or accountant
- Enclose at least two (2) NOTARIZED copies or the originals of confirmation of your address. These must be any two of a recent credit card or bank statement, bank reference letter with address confirmed or a driver’s license. If the latter, another form of identification other than a drivers license must be provided
- Forward payment for the Trust to Hallmark Bank & Trust Ltd. along with the completed forms above. Payment can be made by wire transfer to the Turks & Caicos Islands, our bank account in Canada, money order or bank draft payable to Hallmark Bank & Trust Ltd. Contact us for costs and wire transfer details.

Please return completed Applications Form to:

Hallmark Bank & Trust Ltd.
P.O. Box 656, Tropicana Plaza
Leeward Highway
Providenciales
Turks & Caicos Islands, B.W.I.

or

P.O. Box 325, STNA
Etobicoke, ONT M9C-4V3
Canada

Client Information Form

FULL NAME AND MAILING ADDRESS

Family Name: _____ Given Name(s): _____

Mailing Address: _____

How would you like to be contacted? Phone Fax Mail E-mail

Telephone: _____ Facsimile: _____

E-mail: _____ SIN: _____

Citizenship: _____ Marital Status: _____

Date of Birth: _____ Place of Birth: _____

Sex: _____ Height: _____ Weight: _____ Eye Colour: _____

Hair Colour: _____ Distinguishing Characteristics: _____

EDUCATIONAL HISTORY

School	Location	Degree/Diploma	Date Obtained
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PROFESSIONAL DESIGNATION

Professional Designation	Grantor of Designation <i>Include Telephone Number</i>	Date Granted	In Effect
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

RESIDENTIAL HISTORY (for the past 10 years)

Street Address	City/Province/State	Country	Postal Code	From	To
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

EMPLOYMENT HISTORY (If retired, provide employment information for most recent employer, if self-employed, provide a detailed description of business activity.)

Employer Name	Employer Address <i>Include Telephone Number</i>	Position Held	From	To
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Client Information Form

CLIENT REQUIREMENTS

Exempted / Ordinary Company: Trust:
Bank Account (*): Bank Card:
Brokerage Account: Mutual Funds:
Primary Currency: _____ Other Currencies:

**(A banking reference letter is required for each Bank Signing Officer addressed to The Manager, if a bank account is required)*

CLIENT NET WORTH ACCUMULATION

Net Worth (liquid): \$ 100,000.00 - \$ 250,000.00
\$ 250,000.00 - \$ 500,000.00
\$ 500,000.00 - \$1,000,000.00
Over \$1,000,000.00

Source of Funds *(Please provide COMPLETE details on how your net worth was accumulated, i.e. savings, sale of business, inheritance, etc.):*

INVESTMENT EXPERIENCE:

Bonds: Equities:
Mutual Funds: Commodities:
Futures: Options:

Others: _____

Number of Years: _____

INVESTMENT KNOWLEDGE:

Sophisticated: Average:
Limited: None:

INVESTMENT OBJECTIVES:

Growth: _____% Income: _____%

Speculative: _____% Cash: _____%

Current Broker/Investment Manager/Investment Advisor: _____

Client Information Form

OFFENSES:

Have you ever pleaded guilty to or been found guilty of an offense under the criminal legislation of any country or jurisdiction other than motor vehicle offenses:

Yes No

If the answer is Yes, identify the offense, the date of occurrence, the date of conviction and the date of discharge if any:

Are you the subject of any current charges, indictments or proceedings for an offense or any settlements, agreements or undertakings arising in any way out of any charges, indictments or proceedings under the criminal legislation of any country or jurisdiction other than a motor vehicle offense

Yes No

If the answer is Yes, identify the offense, the date of occurrence and the party issuing or laying the charge:

Have you ever pleaded guilty to or been found guilty of an offense under any securities or other administrative regulatory authority of any country or jurisdiction or have you been suspended or reprimanded or otherwise been the subject of any proceedings of any self regulating organization of any jurisdiction or have you been involved in any management capacity in any corporation or business entity in which you have a direct or indirect influence on the management:

Yes No

If the answer is Yes, identify the offense, the date of occurrence, the date of conviction and the date of discharge if any:

Are you the subject of any current charges, indictments or proceedings for an offense under any securities or other administrative regulatory authority of any country or jurisdiction or of any self regulating organization of any jurisdiction personally or in any corporation or business entity in which you have a direct or indirect influence on the management:

Yes No

If the answer is Yes, identify the offense, the date of occurrence and the party issuing or laying the charge:

Client Information Form

CIVIL PROCEEDINGS:

Has a civil court of any jurisdiction rendered a judgment, ordered garnishment against you in a civil court by consent or otherwise, settled a property dispute under any matrimonial legislation, appointed or caused to be appointed a receiver or receiver manager of all or any of your property or assets, or issued an injunction against you [collectively referred to as 'judgment']:

Yes No

If the answer is Yes, identify the jurisdiction, the date of such judgment and the date if any that the judgment was settled and the party in whose favor the judgment is or was granted:

Are you the subject of any current claim in any jurisdiction whatsoever for a judgment, garnishment, receivership, injunction, matrimonial property settlement or other proceeding [collectively referred to as 'claim']

Yes No

If the answer is Yes, identify the jurisdiction, the date such claim was commenced, the relief claimed, the jurisdiction of the claim, and the party who has commenced the claim;

Client Information Form

DECLARATION:

As evidenced by my signature below, I hereby acknowledge and provide my express consent to any person to whom this Client Information Form is delivered to request, obtain and provide any and all information, including personal, confidential, public and non public information from any source including regulatory, non-regulatory, criminal, investigative, credit reporting, self-regulatory or other organization in Canada or elsewhere.

I, _____, solemnly declare that:

- I have read and understand the questions.
- The answers that I have given are true and correct except where stated to be on my information and belief.
- I have not been party to any criminal or illegal activity and any money I have earned or acquired over my lifetime has been acquired from legal means and not from any illegal or criminal activity.
- There is no pending litigation nor seizure nor legal action against all or any of my assets existing or of which I am aware.
- All money delivered by me to you in any manner, is provided to you from after tax income.

Declared before me at the City of _____

in the Province/State of _____, this _____ day of _____, 20 _____

Notary Public in and for

Person Signing this Declaration
in front of the notary public

Turks & Caicos Discretionary Trust Application Form

Required Information

Prior to completing this application form, please read the relevant explanatory notes on the following pages. If you have any questions with respect to the completion of this application form please do not hesitate to contact a Hallmark Bank & Trust Ltd. representative.

Name of Trust: _____

Settlors: *Provide the name(s) of the Settlor(s) of the Trust (i.e., the person or persons that will transfer assets to the Trustee to be held in trust pursuant to the terms of the Declaration of Trust).*

Please include the original of a bank reference letter and a clear notarized copy of the photograph and signature pages of your passport for each settlor.

Legal Name: _____ Legal Name: _____

Date of Birth: _____ Date of Birth: _____

Nationality: _____ Nationality: _____

Occupation: _____ Occupation: _____

Mailing Address: _____ Mailing Address: _____

Tel: _____ Tel: _____

Fax: _____ Fax: _____

E-mail: _____ E-mail: _____

(if more than two Settlers, please provide identical information on a separate sheet of paper)

Beneficiaries: *Please include a clear copy of the photograph and signature pages of the passport or driver's license for each beneficiary*

Legal Name: _____ Legal Name: _____

Date of Birth: _____ Date of Birth: _____

Nationality: _____ Nationality: _____

Occupation: _____ Occupation: _____

Mailing Address: _____ Mailing Address: _____

Tel: _____ Tel: _____

Fax: _____ Fax: _____

E-mail: _____ E-mail: _____

(if more than two Beneficiaries, please provide identical information on a separate sheet of paper)

Turks & Caicos Discretionary Trust

Protector: *Please mark the appropriate box*

Hallmark Bank & Trust Ltd. to provide Protector Services

or

Alternate person to provide Protector services

The alternate person is:

Legal Name: _____

Date of Birth: _____

Nationality: _____

Occupation: _____

Mailing Address: _____

Tel: _____

Fax: _____

E-mail: _____

Assets to be transferred: *Please provide a description of assets to be transferred to the Trustee and full description of their source:*

Letter of Wishes: *Please provide guidance as to how the trust assets should be administered during and after the lifetime of the Settlor(s).*

Please provide guidance as to how the trust assets should be invested.

Turks & Caicos Discretionary Trust

Payment details: *Please mark the appropriate box to indicate method of payment:*

- \$US Funds will be forwarded by wire transfer, please contact us for details.

Please contact us for details of wiring accounts and instructions

- A \$US bank draft/international money order payable to Hallmark Bank & Trust Ltd. will be enclosed with the original completed Application Form. *(No personal checks, please)*

Documentation: *Please forward any and all accounts or other documentation pertaining to the Trust to:*

- Above noted mailing address
Or

- the alternate below:

- The following fax #: _____

- Please hold for pick-up by _____ *(Name of individual)*

Declaration:

I/we hereby instruct Hallmark Bank & Trust Ltd. to establish a discretionary trust (the "Trust") in accordance with the instructions provided above. I/we warrant that we have obtained professional advice and/or have been advised to obtain professional advice. I/we are aware of the legal implications, both tax and non-tax related of establishing the Trust and have not depended upon representations made by Hallmark Bank & Trust Ltd. or any of its employees, agents and representatives.

I/we hereby declare that all of the above information is true and accurate. I/we have read and agree to abide by the Terms and Conditions of Business published by Hallmark Bank & Trust Ltd. from time to time. I/we accept responsibility for the payment of the agreed initial and annually recurring charges billed in accordance with the fee schedule published by Hallmark Bank & Trust Ltd. from time to time.

Client: _____ Signed: _____ Date: _____

Client: _____ Signed: _____ Date: _____

Explanatory Notes

Name of Trust

The Trust name is a matter of personal preference. For ease of reference it is generally recommended that the Trust name be that of the Settlor or a reference to the Beneficiaries. For example, John Thompson may settle a trust with the name "The John Thompson Family Trust". Since the name of the Trust does not need to be registered with any government authority, there is no prerequisite to obtain name approval from the Turks & Caicos government as is required in the case of a corporation.

Settlor(s)

The Settlor is the person (individual, corporation, etc.) that will transfer the trust assets to the Trustee(s) to be held in accordance with the provisions of the Declaration of Trust. It is important to point out that transfers of additional property to the Trustee(s) may be made at a future point. If a person, other than the original Settlor(s) subsequently transfers assets to the Trustee(s), this person will also be classified as a Settlor. This may result in adverse tax consequences depending upon the tax legislation in the jurisdiction of residence of the new Settlor(s). Each and every Settlor must execute the Declaration of Trust.

Beneficiaries

The Beneficiaries are the persons (individuals, corporations, other trusts, etc.) that will ultimately benefit from the Trust assets. A Beneficiary may be entitled to income, capital or both. The ultimate decision as to whether a Beneficiary will receive any or all of the income or capital of the Trust rests with the Trustee(s); however, to the extent possible, the Trustee(s) will attempt to honour the wishes of the Settlor(s). In this regard, the Settlor(s) may wish to prepare a document known as a "Letter of Wishes", which document expresses the future intentions of the Settlor(s) with respect to the Trust Assets (i.e. on the death of the Settlor(s)). The Trustee(s) must be able to contact the Beneficiaries and, therefore, complete details should be supplied including a permanent contact address. The terms of the Declaration of Trust will generally permit the Trustee(s) to remove or add certain Beneficiaries or classes of Beneficiaries, thereby allowing maximum flexibility.

Protector

It is a matter of personal preference whether a Protector should be appointed in the Declaration of Trust. The Protector's function is that of an "overseer". Appointing a Protector can give greater security to the Settlor, but may result in greater administrative burden for the Trustee(s). In addition, the appointment of an outside Protector may result in increased cost and potentially time delays. If the Settlor(s) desires, Hallmark Bank & Trust Ltd. will provide a professional Protector (International Protectors Corporation) to provide the Protector services.

Assets to be transferred

There are no limitations with respect to the types of property that may be transferred to the Trustee(s). For example, it is quite common for the Settlor(s) to transfer cash, securities or real property. Depending upon the type of property to be transferred, a representative of Hallmark Bank & Trust Ltd. will be able to advise as to the proper method to transfer legal title.

Letter of Wishes

The Settlor(s) should provide, in writing, comprehensive details of how the assets should be administered during the lifetime of the Settlor(s) and after death. In addition, the Letter of Wishes should provide how the assets are to be distributed in the future. It is important to point out that the wishes of the Settlor(s) are not binding upon the Trustee(s); however, provided the wishes do not contravene any laws, the Trustee(s) will attempt to honour the wishes of the Settlor(s). The Letter of Wishes may be revised and altered at any time in order to take into account changing circumstances of the Settlor(s) or Beneficiaries.

Documentation

Many clients have a specific preference for handling the flow of documentation from Hallmark Bank & Trust Ltd. and its affiliated companies, relating to their Trust. Hallmark Bank & Trust Ltd. will attempt to accommodate most reasonable requests. In general, clients will request that accounts, statements, reporting letters and other documentation be mailed to a specified address, faxed to a specified number or held at the offices of Hallmark Bank & Trust Ltd. for pick-up or further instructions.

Terms & Conditions of Business

The Terms and Conditions of Business are important and should be read carefully before completing and signing the Application Form. If you have any questions with respect to the Terms and Conditions of Business please contact your Hallmark Bank & Trust Ltd. representative.

Definitions

The following words shall have the following meanings unless something in the subject matter or context is inconsistent therewith:

“Annual Services” means any corporate management, trust or trustee services provided by Hallmark Bank & Trust Ltd. to the Client, or his or her Company or any Trust established on the Client’s behalf, on an annual basis;

“Client” means the person who has retained the services of Hallmark Bank & Trust Ltd., or any other person who has agreed to pay for such services or has previously paid for such services;

“Company” means any one or more corporations that have been incorporated by Hallmark Bank & Trust Ltd. or for which Hallmark Bank & Trust Ltd. has provided or is providing corporate services;

“Fees” means the initial and recurring charges billed to the client in consideration of the provision of services by Hallmark Bank & Trust Ltd. The fees charged are in accordance with the Hallmark Bank & Trust Ltd. most recently published Fee Schedule;

“Fee Schedule” means the Hallmark Bank & Trust Ltd. most recently published schedule of fees and charges, both initial and recurring;

“Person” includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a natural person in his or her capacity as trustee, executor, administrator or other legal representative;

“Services” means any and all corporate formation, management, documentary, trust or trustee services or other administrative services provided by Hallmark Bank & Trust Ltd. to the Client or his or her Company or any Trust established on the Client’s behalf;

“Hallmark Bank & Trust Ltd.” means Hallmark Bank & Trust Ltd., or any of its employees, agents, representatives, affiliates, subsidiaries, successors or assigns;

“Termination Fee” means any and all fees levied by Hallmark Bank & Trust Ltd. to wind up the Company or Trust, transfer the ongoing management of the Company or Trust, or otherwise terminate the relationship with the Client.

“Trust” means any trust or settlement established for or on behalf of the Client.

Fees and Services

- The Client agrees to pay any and all fees, as set out in the Fee Schedule, charged by Hallmark Bank & Trust Ltd. for the provision of Services and Annual Services. Hallmark Bank & Trust Ltd. reserves the right, at any time, to change the Fee Schedule.
- The Fees charged by Hallmark Bank & Trust Ltd. are due and payable upon receipt of the invoice. Hallmark Bank & Trust Ltd. reserves the right to charge interest on any overdue Fees.
- In the event that the Client fails to pay any of its Fees, Hallmark Bank & Trust Ltd. shall be entitled to deduct the outstanding Fees from any account, monies or property under the control of Hallmark Bank & Trust Ltd. and the Client, in executing the Application Form, grants his or her irrevocable permission for so doing.
- Should the Client, at any time, no longer require the Annual Services of Hallmark Bank & Trust Ltd., the Client shall be required to advise Hallmark Bank & Trust Ltd., within thirty (30) days of receipt of the Annual Services invoice, that the Annual Services are no longer required. If the Client fails to notify Hallmark Bank & Trust Ltd., then the Client shall be deemed to have accepted liability to pay for the Annual Services for the current year and shall be liable for the payment of the invoice in full.

Terms & Conditions of Business

• In the event that the Annual Services are no longer required, whether due to the winding up of the Company or Trust, disposal of the Company or Trust, transfer of the management of the Company or Trust or otherwise, Hallmark Bank & Trust Ltd. shall be entitled to charge a Termination Fee.

Directors and Officers

Where Hallmark Bank & Trust Ltd. is providing nominee Directors and/or Officers for a Company, then:

- The Directors and Officers shall consider and entertain requests and suggestions from the Client and implement such requests and suggestions provided such requests and suggestions would not be considered illegal, improper, fraudulent, dishonest or incorrect;
- The Directors and Officers shall resign their positions forthwith upon written request from the Client;
- The Client agrees to release and forever discharge the Directors and Officers of and from all manner of actions, causes of action, suits, debts, accounts, covenants, contracts, claims and demands that the Client may have as against the Directors and Officers, unless it can be proven that the Directors and Officers acted dishonestly or fraudulently; and
- The Client agrees to indemnify and hold harmless the Directors and Officers from any and all manner of actions, suits, debts, accounts, covenants, contracts, claims and demands made against or suffered or incurred by the Directors and Officers in the exercise or purported exercise of their duties.

Registered Office

Where Hallmark Bank & Trust Ltd. is providing a registered office address to the Company, then:

- The Client shall not make reference to the registered office address in any advertisement or public announcement without Hallmark Bank & Trust Ltd. written consent;
- At the request of the Client, and provided the Termination Fee, if any, has been paid, Hallmark Bank & Trust Ltd. will transfer the registered office to another address; and
- In the event that Hallmark Bank & Trust Ltd. is required to move its offices to another location, Hallmark Bank & Trust Ltd. shall bear all costs and expenses associated with amending the registered office address for each Company. Hallmark Bank & Trust Ltd. shall provide the Client with advance notice, where possible, however, Hallmark Bank & Trust Ltd. shall not be responsible for any losses or costs incurred by the Client as a result of the Client having failed to receive notice from Hallmark Bank & Trust Ltd. with respect to the change of registered office or as a result of the relocation, generally.

Other Provisions

- Hallmark Bank & Trust Ltd. reserves the right to decline any instructions from a Client. Hallmark Bank & Trust Ltd. shall not be liable for any failure to comply wholly or in part with any instructions and shall not be responsible for non-receipt of instructions. The Client shall have no claim whatsoever against Hallmark Bank & Trust Ltd. in respect of anything done or omitted to be done or in respect of any exercise of any discretion unless same shall be done negligently or fraudulently.
- Should the Client change the method or address by which he or she is to be contacted, the Client agrees to advise Hallmark Bank & Trust Ltd. of this change forthwith.
- All communications with respect to the ongoing administration of the Company and/or the Trust shall be deemed to have been properly communicated to the Client if sent to the address provided in the Application Form. All such communications shall be deemed to have been properly received by the Client five (5) days after forwarding to Client.
- In any documentation, promotional materials, etc., Hallmark Bank & Trust Ltd. may make reference to corporations, trusts and other international structures. This information does not purport to be legal or other professional advice and cannot be taken to constitute such advice.
- The Client agrees to provide Hallmark Bank & Trust Ltd. with whatever information Hallmark Bank & Trust Ltd. may reasonably require about the background of the Client and/or the dealings and the business of the Company.
- Hallmark Bank & Trust Ltd. shall be entitled, at any time, to withdraw its Services and/or Annual Services without providing any reason to the Client.

Affidavit of Solvency & Title & Source of Assets

I _____ of _____

(specify full address)

do hereby MAKE OATH and say as follows:

1. To the best of my knowledge and belief the information contained herein and all attachments hereto are true and correct.
2. I am contemplating the establishment of a Trust and/or Corporation to be called _____ and to transfer certain assets.
3. I have full right and authority to transfer the said assets to the Trust and/or Corporation.
4. I confirm and represent that none of the said assets represent proceeds of or have been derived from conduct which constitutes an indictable offence in the Turks & Caicos Islands, or which would constitute such an offence if it had occurred in the Turks & Caicos Islands.
5. There are no circumstances of which I am aware nor any pending or threatened claims or proceedings that I reasonably anticipate may result in a judgement against me nor am I named defendant in any law suit nor am I involved in any administrative proceedings nor am I a judgement debtor (other than as disclosed in this affidavit).
6. I do not contemplate filing for relief under any provisions of any applicable bankruptcy or insolvency laws, nor am I involved in any situation or circumstances which I reasonably expect to cause me to file for relief under any such applicable bankruptcy or insolvency laws in the future.
7. Immediately following any transfer of my property at this time contemplated or proposed to the _____ Trust and /or Corporation, my assets will still exceed my liabilities (including all contingent liabilities).

SWORN before me this _____ of _____ 20 _____

NOTARY PUBLIC
COMMISSIONER OF OATHS

DEPONENT

Password and Liability Form

Date: _____

To: The Director
Hallmark Bank & Trust Ltd.

From: Name: _____

Trust/Corporation: _____

Please accept the password(s) noted below, when appended to any e-mail or voice communication received from me, as equivalent to my signature:

Password(s): _____

Where Hallmark Bank & Trust Ltd. relies and acts on any such instructions, Hallmark Bank & Trust Ltd. shall not be held liable for any losses or damages as a result of following such instructions even if it is subsequently determined that the instructions were not genuine. Moreover, Hallmark Bank & Trust Ltd. shall be under no obligation to undertake any actions or procedures to verify any such instructions once received and may act on same without any further inquiry and without liability.

Mandator

Beneficial Owner
(if not the same as Mandator)

Signature: _____

Signature: _____

Name: _____
(Please print)

Name: _____
(Please print)

Sample Bank Reference Letter

BANK LETTERHEAD
(must contain full address and contact numbers)

Sample Bank Reference Letter

Date: (must be dated within 30 days of receipt by Hallmark Bank & Trust Ltd. and/or the Bank)

TO WHOM IT MAY CONCERN

or

The Manager, (if opening a bank account)

This letter confirms that (name) of (full address including postal/zip code) is a customer in good standing of this Bank. Our records state that (name) was born on (full date of birth) and that the signature appearing at the bottom of this letter is the same as the signature we have on file for this customer.

(name) has been a client with this Bank for the past (number of) years. Over this period s/he has operated (type of account(s)) satisfactorily and the average balance over the past 6 months has been (three/four/five/six) figures.

During the period of our relationship credit has been approved and the repayment history satisfactory. To-date, the highest credit limit extended was \$x.

Sincerely,

(Bank signing officer)

Sample customer signature

(customer)