

## Important

This trust is only suitable if the Settlers, the Trustees and the Beneficiary are resident in Republic of Ireland and intend to remain resident in Republic of Ireland. If not, there could be tax consequences. Many factors determine whether a person is resident in Republic of Ireland, so you should speak to your adviser if you are unsure about this.

The powers vested in the Trustees pursuant to clause 4 (Trustees' Powers) apply only while the proposed Beneficiary is under the age of 18. Once the proposed Beneficiary attains the age of 18, those powers will cease to apply. Thereafter the Trustees will be authorised to hold legal title to the Trust Fund for the benefit of the Beneficiary but will not have any further powers in relation to the management of the Trust Fund.

If, at that point, the Trustees continue to manage the Trust Fund on behalf of the adult Beneficiary, any powers and indemnities required for the performance of these duties should be granted by a standalone contractual arrangement between the Trustees and the adult Beneficiary, so as to protect the Trustees' position without impacting the classification of the Trust as a bare trust. In the absence of such a standalone contractual arrangement, the Trustees do not have any authority to manage the Trust Fund and to the extent that the Trustees make any investments, they could be liable to the Beneficiary as a matter of trust law for any loss arising to the Trust Fund on foot of such investments.

In entering into this Trust Deed, the Trustees are deemed to be on notice of this position and shall indemnify Standard Life against any claims whatsoever for any loss or damage, costs or expenses howsoever arising from their continuing to exercise those powers beyond the date of the Beneficiary attaining the age of 18.

Please ensure that:

- legal, tax and financial advisers have been consulted before signing this trust deed
- the restricted liability of the Trustees in clause 5 has been considered
- all parts of the trust deed have been completed
- the Settlers, Trustees and witnesses have signed on page 6

Standard Life has drafted this trust deed with due care and attention to reflect the law at February 2019. It cannot accept any responsibility for loss, damage or other claim which may arise from the use of this trust or the way in which you complete it. Standard Life cannot perform the function of a legal or tax adviser or guarantee that this trust will meet all of your specific requirements. **You are strongly recommended to consult your own legal and tax adviser.**

**SYBTRUST V07 1119**

**Part A - Date of Trust**

**This trust** is made on the  day of  20  **by**

Please insert the date that the last person signed page 6.

**Part B - Settlers' Details**

Title

First names (in full)

Surname

Address

Date of birth (DD/MM/YYYY)

Occupation

Nationality

This Settlor will be automatically appointed as a trustee of this trust unless the following box is marked with the initials of the Settlor

The Settlor is the person who is transferring cash to the Trustees.

If you have dual nationality/citizenship, please give details.

Title

First names (in full)

Surname

Address

Date of birth (DD/MM/YYYY)

Occupation

Nationality

This Settlor will be automatically appointed as a trustee of this trust unless the following box is marked with the initials of the Settlor

### Part C - Additional Trustees

Title	<input type="text"/>
First names (in full)	<input type="text"/>
Surname	<input type="text"/>
Address	<input type="text"/>
Date of birth (DD/MM/YYYY)	<input type="text"/>
Nationality	<input type="text"/>
Title	<input type="text"/>
First names (in full)	<input type="text"/>
Surname	<input type="text"/>
Address	<input type="text"/>
Date of birth (DD/MM/YYYY)	<input type="text"/>
Nationality	<input type="text"/>
Title	<input type="text"/>
First names (in full)	<input type="text"/>
Surname	<input type="text"/>
Address	<input type="text"/>
Date of birth (DD/MM/YYYY)	<input type="text"/>
Nationality	<input type="text"/>

There should be at least one Additional Trustee.

If the Settlor is a Trustee, details from Part B should not be repeated in Part C.

Trustees must be 18 years of age or over.

If you have dual nationality/citizenship, please give details.

### Part D - Beneficiary

First names (in full)	<input type="text"/>
Surname	<input type="text"/>
Address	<input type="text"/>
Date of birth (DD/MM/YYYY)	<input type="text"/>
Nationality	<input type="text"/>
Relationship to Settlor	<input type="text"/>

Please note you cannot have more than one Beneficiary, or amend the Beneficiary after the Trust Deed is dated.

A Settlor cannot be a Beneficiary.

If the Beneficiary has dual nationality/citizenship, please give details.

## Part E - Initial Trust Fund

Cash amount €

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If you are transferring cash to the Trustees, please enter the amount of cash you are transferring.

The Settlor wishes to gift the Trust Fund to the Trustees to hold on the trusts and subject to the powers and provisions set out in this trust deed.

**Now this deed witnesses** as follows:

### 1. Definitions

1.1 In this trust deed:

**Additional Trustees** means the persons named in Part C

**Beneficiary** means the person named or described in Part D

**Civil Partner** means civil partner as defined in the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010

**Initial Trust Fund** means the property specified in Part E

**Minor** means a person under the age of 18 years

**Settlor** means the persons named in Part B

**Standard Life** means Standard Life International dac or any company wholly owned by Standard Life International dac

**Trustees** means the Settlor, unless the relevant boxes are initialled in Part B, and the Additional Trustees named in Part C and any other trustees for the time being of this trust

**Trust Fund** means the Initial Trust Fund and any property transferred or delivered by the Settlor to the Trustees or otherwise placed under their control and all property at any time paid or transferred by any persons to or so as to be under the control of and (in either case) accepted by the Trustees as additions whether by way of capital appreciation, further settlement or otherwise and all monies, investments, income and other property for the time being representing or arising from the same or any parts of the Trust Fund.

1.2 Words describing relationships include adopted and step children and those tracing their descent through them.

1.3 Words importing the singular shall include the plural and vice versa. Words importing a gender include every gender.

### 2. The Gift

2.1 Where the Initial Trust Fund comprises cash, the Settlor has at the direction of the Trustees in exercise of their powers under Clause 4 of this trust deed (as the Trustees by their signature of this trust deed acknowledge) paid it to Standard Life to be invested with Standard Life at the direction of the Trustees.

2.2 The Trustees shall have the right at any time or times to accept additional money, investments or property as may be paid or transferred to them upon these trusts by the Settlor or any other person and may direct the Settlor, or any other person, to pay any additional cash to Standard Life to be invested at the direction of the Trustees.

### 3. The Trust

3.1 By signing this trust deed the Trustees accept appointment as trustees and acknowledge that they will hold the Trust Fund on the trusts and subject to the powers and provisions set out in this trust deed. The Trustees acknowledge that they have no beneficial or equitable interest in the Trust Fund and hold the legal interest as trustees for the Beneficiary only.

3.2 The Trustees shall hold the Trust Fund for the Beneficiary absolutely.

### 4. Trustees' Powers

4.1 While the Beneficiary entitled to income under this trust is a Minor, the Trustees shall pay or otherwise apply the income from the Trust Fund for the maintenance, education or benefit of the Beneficiary.

4.2 While the Beneficiary entitled to capital under this trust is a Minor, the Trustees may pay or otherwise apply the whole or any part of the capital of a share as they think fit for or towards the benefit of the Beneficiary.

4.3 The Trustees may make any kind of investment they could make if they were absolute beneficial owners (and in particular (i) may invest in and retain non-income producing assets situated anywhere in the world and (ii) need not have regard to any rule of law requiring them to diversify the investments).

4.4 The Trustees may make any disposition they could make if they were absolute beneficial owners.

4.5 The Trustees may lend all or any part of the Trust Fund to the Beneficiary on such terms (whether or not including provision for the payment of interest) as the Trustees in their absolute discretion think fit.

4.6 The Trustees may borrow on the security of all or any part of the Trust Fund or without giving any security.

4.7 The Trustees shall have the power to enter into any indemnity in favour of any person or company in respect of liabilities of any nature in connection with this trust and to charge or deposit the whole or any part of the Trust Fund as security for such indemnity in such manner in all respects as they shall in their absolute discretion think fit.

- 4.8 The Trustees shall have power to compromise any matter or difference or to submit any such matters to arbitration, to compromise or compound any debts owing to them as Trustees or any other claims and to adjust any dispute in relation to debts or claims against them as Trustees.
- 4.9 While the Beneficiary of this trust is a Minor, the Trustees may pay or transfer capital to the parent or guardian of the Beneficiary and the receipt of such parent or guardian shall be a full discharge to the Trustees.
- 4.10 The Trustees may apply all or part of the Trust Fund in purchasing or maintaining any policy of life assurance on the life of any person in which the Trustees have insurable interest and shall have all the powers of an absolute beneficial owner in relation to any such policy.
- 4.11 The receipt of the Trustees for any money payable under or deriving from any dealing with any policy of life assurance shall be a full and sufficient discharge to Standard Life or to any other company issuing such policy, which company shall not be concerned with the application of any such monies.
- 4.12 The Trustees may employ advisers, agents, discretionary investment managers, nominees and custodians on such terms as the Trustees in their absolute discretion think fit and may pay fees rendered for such services from the Trust Fund.
- 4.13 The Trustees may appropriate all or any part of the Trust Fund as they think fit in or towards satisfaction of the interest of the Beneficiary and may for that purpose place such value on any property as they think fit.
- 4.14 Any Trustee (other than the Settlor or any spouse or Civil Partner for the time being of the Settlor) who is a solicitor or other person engaged in a profession or business or any corporate trustee, may charge all usual reasonable professional charges in relation to work carried out in connection with this trust.
- 4.15 No Trustee shall be precluded from joining in the exercise of any of the powers contained in this trust deed, provided that at least one Trustee who takes no benefit also agrees to the exercise in favour of the benefitting Trustees. The Trustees shall have power to enter into any transaction concerning the Trust Fund notwithstanding that one or more of the Trustees may be interested in the transaction other than as one of the Trustees.
- 4.16 The Trustees may by deed (and so as to bind their successors) release or restrict the future exercise of all or any of the powers conferred on them by this trust deed or by law.
- 4.17 Any legal rule requiring apportionments to be made for the purpose of this trust is excluded and shall not apply.
- 4.18 The Trustees shall have power to insure against any loss or damage from any peril any property for the time being comprised in the Trust Fund for any amount and to pay the premiums out of the Trust Fund.
- 4.19 Any Trustee shall have power at any time (notwithstanding any rule of law to the contrary) by deed or deeds revocable or irrevocable to delegate to any person (including in cases where there is more than one Trustee to any other or others of the Trustees) the exercise of all or any powers conferred on such Trustee notwithstanding the fiduciary nature of such power or powers.
- 4.20 If the Trustees or any of them shall disagree or differ from the others or other of the Trustees as to the exercise of any of the powers and discretions conferred on the Trustees by this trust deed or by law or as to the manner of the exercise of any such power or discretion, then such power or discretion and all other powers and acts incidental thereto shall become exercisable by a majority of the Trustees wishing to exercise such power or discretion.

## **5. Trustee Liability**

No Trustee shall be liable for any loss to the Trust Fund or part of the Trust Fund at any time unless that loss is caused by wilful fraud or conscious wrong doing on the part of the Trustee.

## **6. Exclusion of Settlor**

- 6.1 No part of the capital or income of the Trust Fund shall be capable of being paid or lent or applied to or for the benefit of the Settlor in any circumstances whatsoever.
- 6.2 Any person who has gifted property to this trust shall be subject to the same exclusions as detailed in clause 6.1 notwithstanding any other provisions of this trust deed.

## **7. The Settlor's power to appoint and remove trustees**

- 7.1 The Settlor (where there are two Settlers, jointly and the survivor of them) shall have the power to appoint new and additional trustees and to remove any Trustee as long as there shall be at least one corporate trustee or two individual trustees acting after such removal.
- 7.2 Where there are two Settlers and only one Settlor has capacity to exercise the powers in clause 7.1, the Settlor with that capacity shall have the powers in clause 7.1 above.
- 7.3 After the Settlor's death or if no Settlor has capacity to exercise the powers in clause 7.1, the Settlor's powers in clause 7.1 shall vest in the Trustees (excluding the Settlor) declaring that they may remove any Trustee only with the agreement of all Trustees other than the one to be removed, and as long as there shall be at least one corporate trustee or two individual trustees acting after such removal.

## **8. Choice of law**

This trust shall be governed by Irish law. The Settlor and Trustees submit to the exclusive jurisdiction of the Courts in the Republic of Ireland.

**In witness whereof the parties have signed this Deed on the day and year first above written**

Signed and delivered as a deed by the Settlor

Signature
Full name
Date* <sup>1</sup>
Place* <sup>2</sup>

In the presence of

Signature of Witness
Witness' full name
Witness' address

Signed and delivered as a deed by the second Settlor (if any)

Signature
Full name
Date* <sup>1</sup>
Place* <sup>2</sup>

In the presence of

Signature of Witness
Witness' full name
Witness' address

Signed and delivered as a deed by the first Additional Trustee

Signature
Full name
Date* <sup>1</sup>
Place* <sup>2</sup>

In the presence of

Signature of Witness
Witness' full name
Witness' address

Signed and delivered as a deed by the second Additional Trustee

Signature
Full name
Date* <sup>1</sup>
Place* <sup>2</sup>

In the presence of

Signature of Witness
Witness' full name
Witness' address

Signed and delivered as a deed by the third Additional Trustee

Signature
Full name
Date* <sup>1</sup>
Place* <sup>2</sup>

In the presence of

Signature of Witness
Witness' full name
Witness' address

\*<sup>1</sup> Date of signature. Once all parties have signed, the most recent date on which a person signed should be added to Part A on page 1.

\*<sup>2</sup> Please add the place where this trust deed was signed, for example, Dublin.

Witnesses should be independent and not someone already named in this trust deed nor their spouse or Civil Partner.

**Privacy notice**

We collect, process and maintain customer personal information and apply safeguards to ensure that it is protected and used in accordance with data protection law. To read our Privacy Policy, visit [www.standardlife.ie/privacy](http://www.standardlife.ie/privacy)

**Automatic exchange of information**

**Are any of the Settlers, Trustees or Beneficiary a resident for tax purposes outside the Republic of Ireland?**  Yes  No  
If yes, please give their names and details:

Name

Country

TIN

Country

TIN

If you are a trustee, are you a financial institution?  Yes  No

If yes, please provide your GIIN  .  .  .

Name

Country

TIN

Country

TIN

If you are a trustee, are you a financial institution?  Yes  No

If yes, please provide your GIIN  .  .  .

Name

Country

TIN

Country

TIN

If you are a trustee, are you a financial institution?  Yes  No

If yes, please provide your GIIN  .  .  .

If you need more information about tax residency, talk to your financial adviser. If you need more space to list them all and/or all their tax residences, please copy this page.

## Politically exposed persons

We are required to identify politically exposed persons (PEPs) under anti-money laundering regulations. If you are a PEP, or a close relative or close associate of a PEP, we must apply enhanced customer due diligence procedures. You may be required to provide additional information and documentation (such as your source of funds, wealth, and identity).

A PEP is an individual who is, or has at any time in the last 12 months held one of the following positions, in Ireland or abroad:

- head of a state or government, or a minister
- member of a parliament or similar legislative body
- member of the governing body of a political party
- member of a supreme court, constitutional court or other high-level judicial body
- member of a court of auditors or board of a central bank
- an ambassador, chargé d'affaires or high-ranking officer in the armed forces
- member of an administrative, management or supervisory body of a state-owned enterprise
- director, deputy director, or member of the board of (or person performing the equivalent function in relation to) an international organisation

Are you, or any other party to this application, now, or previously been a

- politically exposed person (PEP)
- close relative of a PEP, or
- close business associate of a PEP?

Yes  No

If yes, please give details.

Role* in policy	Role holder's name	Role holder's relationship to PEP	PEP	Position held by the PEP
<i>For example, trustee</i>	<i>Anne Murphy-Smith</i>	<i>daughter-in-law</i>	<i>Hugo Smith</i>	<i>Director, UK Post Office</i>

\*Settlor, beneficiary or trustee.

## What should accompany this trust deed?

- The Trust's completed Standard Life Synergy application
- Identification documents of the Settlers
- Identification documents of the Trustees. If a corporate trustee is being appointed, verification and identification will be required for principal shareholders, directors and authorised signatories. For more information, see page 4 of the Additional declaration by company as policyowner (CD).

For more information on identification documents, see Synergy application.