
GENERAL FEE ARRANGEMENTS
Trust Corporation of the Channel Islands Limited

TRUST CORPORATION OF THE CHANNEL ISLANDS LIMITED GENERAL FEE ARRANGEMENTS

Defined terms used in our General Terms of Business (as amended from time to time), which are available on our website at www.trustcorpci.com shall have the same meanings set out in this General Fee Arrangements document, unless the context otherwise requires. References to "we", "us" or "our" shall mean Trust Corporation or be a reference to it, as the case may be.

The terms in this General Fee Arrangements document will apply to all Clients and Client Entities, unless otherwise agreed in writing, and a reference to a Client or to a Client Entity shall be construed as including each of them (as the case may be). This document should also be read in conjunction with our General Terms of Business and any other Engagement Terms.

Trust Corporation will agree with the Client (or the Client Entity, as the case may be) the general position regarding fees at the outset of our engagement for the relevant Services and, unless otherwise agreed between us and the Client (or the Client Entity, as the case may be) in writing, this General Fee Arrangements document will form part of the Engagement Terms.

Our fees may vary according to the nature of the Services undertaken and the time spent. A periodic review may be undertaken from time to time to ensure that the existing fee agreement for the relevant Services, which forms part of the Engagement Terms, remains appropriate and, when necessary, we will propose an update to the fee arrangements.

Trust Corporation appreciates that our standard method of charging, as described below, may not always suit every situation and, therefore, we are willing to consider and offer other charging options.

These other options include:

- **Ad valorem:** an all-inclusive fee based on the value of the assets held.
- **Fixed:** a fixed management or trustee fee including basic administration services for specific work to be undertaken, with other matters being charged on a time spent basis.
- **Modular:** a fee based on a modular framework so that specific pre-agreed charges will apply to certain types of assets held or services required.

To assist Trust Corporation to consider whether any of these alternative charging options are appropriate, we will need to obtain a detailed understanding of those services that are required and/or the nature of the assets to be held.

1. TRUSTEE FEES

1.1 Initial fee

Where Trust Corporation takes over as trustee of an existing settlement or will trust, or where Trust Corporation is involved with the establishment of a new structure, an initial charge will be applied for the work involved in accepting the trusteeship and completion of the required documentation, along with any other work undertaken in connection with the establishment or transfer of the structure and/or our appointment to a new role. The initial fee will be based upon time spent by Trust Corporation, its officers and employees in relation to such matters and will be subject to a minimum fee amount.

Where Trust Corporation has been instructed and we have undertaken work but our appointment does not proceed, a time charge invoice will be rendered for the work involved and will be payable by the Client Entity or, failing that, the Client. Funds on account are usually requested in respect of our initial fee.

Minimum initial fee - £3,845

1.2 Annual fees

After the transfer of an existing settlement or will trust or the establishment of a new structure, Trust Corporation's management and administration charges will accrue on the following basis:

(a) Annual responsibility fee

This is a fixed annual responsibility fee for acting as trustee. This fee does not allow for any element of time spent but instead reflects, amongst other things, the responsibilities of the office or role we undertake, the complexity of the arrangements involved and the value and type of assets held. As such, the annual responsibility fee will be determined prior to our appointment and will be payable in advance and rendered on a calendar year basis. In the first year of the provision of our Services, this fee will be calculated on a pro rata basis from the date of our appointment.

Minimum annual responsibility fee - £3,845

(b) Administration fees

Unless otherwise agreed, all work undertaken by Trust Corporation, its officers and employees in connection with the relevant structure that is transferred to us or established by us, including any time spent in relation to the general management, administration and conduct of its affairs and assets, will be charged on a time spent basis at our standard hourly rates. Alternatively, and in appropriate circumstances, we may agree to charge administration fees on an ad valorem basis, based on a percentage of the value of assets held within the structure (subject to a minimum). In some cases, a budget or fixed fee may be agreed, in which case we will look at, amongst other things, the complexity of the arrangements, the type, value and location of assets, the banking and investment arrangements, the overall expected activity and the accounting and reporting requirements.

(c) Retirement fee

On Trust Corporation's retirement as trustee of a trust, or on the termination of a trust where Trust Corporation is the trustee, work undertaken by Trust Corporation, its officers and employees in dealing with the appointment out, hand over and/or termination of the trust will be charged on a time spent basis and invoiced in accordance with the General Terms of Business, together with any out of pocket expenses or other disbursements and will be payable by the Client Entity or, failing that, the Client. Unless otherwise agreed, Trust Corporation will not charge a fixed termination fee.

2. EXECUTORSHIP FEES

It is our preference that a member of Trust Corporation acts as a corporate executor, but appropriate individuals who are directors of a Trust Corporation entity can be so appointed, if required. In exercising our duties, Trust Corporation may need to appoint additional professionals as attorney executors or to assist in the completion of foreign probate formalities and the collection and administration of the assets and liabilities of the relevant estate. This will largely depend on the residence and domicile of the testator and the location of assets, as well as the complexity of the arrangements.

Ordinarily, an annual responsibility fee will be agreed in advance, subject to a minimum fee, with any work undertaken in connection with the appointment being charged on a time spent basis.

Minimum annual responsibility fee - £3,845

3. **PROTECTOR AND ENFORCER FEES**

It is our preference that a member of Trust Corporation acts as a corporate protector or an enforcer, but appropriate individuals who are directors of a Trust Corporation entity can be so appointed, if required. Annual responsibility fees for these Services will be assessed depending on the duties and responsibilities of the protector or the enforcer, the value of the trust fund and the complexity of the arrangements.

Ordinarily, an annual responsibility fee will be agreed in advance, subject to a minimum fee, with any work undertaken in connection with the appointment being charged on a time spent basis. Alternatively, a fixed fee may be considered and/or a budget given, if a specific brief is provided.

Minimum annual responsibility fee - £3,845

4. **COMPANY FEES**

4.1 **Initial fee**

Where Trust Corporation assumes responsibility for the provision of any Services to an existing company, or where Trust Corporation is involved with the establishment of a new company, an initial charge will be applied for the work involved in accepting the appointment and completion of the required documentation, along with any other work undertaken in connection with the incorporation or transfer of the company and/or our appointment to a new role. The initial fee will be based upon time spent by Trust Corporation, its officers and employees in relation to such matters and will be subject to a minimum fee amount. Trust Corporation's initial set up costs, including all preparatory work, for a company will vary depending on, amongst other things, the jurisdiction of the company, the ownership structure, the scope of the activities to be undertaken and the construction of the governing documentation. An indication of the potential costs can, if requested, be given after we have determined the overall requirements and likely working practices of the company.

Where Trust Corporation has been instructed and we have undertaken work but our appointment does not proceed, a time charge invoice will be rendered for the work involved and will be payable by the Client Entity or, failing that, the Client. Funds on account are usually requested in respect of our initial fee.

Minimum initial fee - £3,845

4.2 **Annual fees**

After the establishment of a new company, or the appointment of Trust Corporation to provide Services to an existing company, our management and administration charges will accrue on the following basis:

(a) Annual responsibility fee

An annual responsibility fee will be charged where Trust Corporation provides Services to an existing company or a new company. This fee is intended to reflect the responsibilities of the office or role undertaken by one or more members of the TCCI Group in providing a registered office and/or acting as a director, a company secretary, a corporate nominee shareholder, a resident agent and/or a corporate service provider. This fee will generally be invoiced by Trust Corporation as a single fee on behalf of those members of the TCCI Group that perform the relevant functions. This fee does not allow for any element of time spent but instead relates to the responsibilities held, the complexity of the arrangements involved and the value and type of

assets held. As such, the annual responsibility fee will be determined prior to our appointment and will be payable in advance and rendered on a calendar year basis. In the first year of the provision of our Services, this fee will be calculated on a pro rata basis from the date of our appointment.

Minimum annual responsibility fee - £3,845

(b) Administration fees

Unless otherwise agreed, all work undertaken by Trust Corporation, its officers and employees in connection with the relevant company, including any time spent in relation to the general management, administration and conduct of the company's affairs and assets, will be charged on a time spent basis at our standard hourly rates. Alternatively, and in appropriate circumstances, we may agree to charge administration fees on an ad valorem basis, based on a percentage of the value of assets held by the company (subject to a minimum). In some cases, a budget or fixed fee may be agreed, in which case we will look at, amongst other things, the complexity of the arrangements, the type, value and location of assets, the banking and investment arrangements, the overall expected activity and the accounting and reporting requirements.

(c) Winding up and other fees

If a Client (or Client Entity, as the case may be) indicates to Trust Corporation that they wish to be wound up or wish to wind up the relevant company, Trust Corporation reserves the right to determine the exact nature of how the relevant company will cease to exist. Typically, for single asset holding companies, Trust Corporation may allow the company to be struck off the official companies register. However, in all other situations Trust Corporation will require the company to be placed into liquidation.

Work undertaken by Trust Corporation, its officers and employees in relation to the cessation of Services, the transfer of all or some services to a new provider, the winding up or striking off of a company and/or the appointment of, or work undertaken for, any third party liquidators or administrators of a company will be charged on a time spent basis and invoiced in accordance with the General Terms of Business, together with any out of pocket expenses or other disbursements and will be payable by the Client Entity or, failing that, the Client. Unless otherwise agreed, Trust Corporation will not charge a fixed termination fee.

In certain circumstances a third-party liquidator may be appointed and an estimate for our work to be undertaken assisting the liquidator in liquidating the company may be obtained. The costs of liquidation by a third-party liquidator will comprise a proper disbursement of Trust Corporation unless met directly by the Client Entity or the Client, as the case may be. The same approach would apply to our fees in relation to assisting an administrator or in connection with any similar role or event, wherever it arises.

5. GENERAL BILLING MATTERS

5.1 Disbursements

All out of pocket expenses, third party charges or other disbursements incurred by Trust Corporation or any of its officers or employees in connection with a Client or a Client Entity and/or the provision of Services will be for the account of, and be met or reimbursed in full by, the relevant Client or Client Entity, notwithstanding that such expenses, charges and other disbursements are not directly incurred by or for that person. Such expenses, charges and other disbursements may include, but are not limited to, charges, fees and fines levied by governmental, regulatory, taxation or company registry bodies, fees incurred for legal, tax, financial, investment or other professional advice and any costs incurred for the purpose of keeping a Client or a Client Entity (to whom Services are provided) in good

standing. For the avoidance of doubt, these disbursements will include any expenses, charges and other disbursements incurred in relation to paragraphs 5.2 to 5.4 below (excluding time spent fees incurred).

5.2 Financial Statements

Preparation of financial statements in respect of a Client or Client Entity is usually undertaken by Trust Corporation but, if this is outsourced to appointed accountants, Trust Corporation may still need to maintain appropriate accounting records. Time spent maintaining the relevant ledgers and assisting with the preparation and/or audit of financial statements will, ordinarily, be charged on a time spent basis and invoiced as part of our administration fees.

5.3 High risk cases

Certain Clients and Client Entities may be deemed to be high risk due to their geographical location, the nature of their activities, their background, or, in each case, the location, activities or background of any persons related to them, or for any other reason at our discretion. Trust Corporation will charge additional fees, on a time spent basis, to be invoiced as part of our administration fees, for undertaking monitoring activities in relation to such entities, carrying out enhanced due diligence and/or otherwise complying with applicable law and regulations or its own policies and procedures, as they may apply in the circumstances.

5.4 Travel

Where meetings are held outside Guernsey, the cost of travel incurred by Trust Corporation personnel involved in those meetings will be charged for separately. Where a TCCI Employee or TCCI Appointee is required to travel from Trust Corporation's Guernsey office, in connection with a Client or a Client Entity, we reserve the right to charge our travel time based on 20% of our normal charge out rates, to be invoiced as part of our administration fees. Where possible, we will endeavour to obtain discount travel arrangements or split the travel costs, if appropriate.

5.5 Bills and payment

(a) Invoicing

An initial invoice will be rendered by Trust Corporation following the establishment or incorporation of a new entity or the appointment of Trust Corporation to provide Services to an existing entity. This invoice may include the initial fees and the annual responsibility fee referred to above (on a pro rata basis, where appropriate). Thereafter, the annual responsibility fee will be invoiced in the last quarter of each year for the year ahead. Unless otherwise agreed, invoices for all other fees will be rendered on a quarterly basis in arrears, although ad hoc invoices may be raised, for example, after the completion of a significant transaction, extraordinary work and/or disbursements where, in each case, we consider it appropriate to do so.

(b) Payment

Our invoices can be copied to individuals or advisers, if requested in writing. Our invoices are payable, and interest for late payment may be applied, in accordance with our General Terms of Business and/or the payment terms set out on the reverse of our invoice. Where funds are maintained for or by the relevant Client or the relevant Client Entity, then invoices of a standard nature will usually be paid from those funds, within 30 days of the date of issue of our invoice. A statement or billing history for the Services included in our invoice can be produced, if requested.

A minimum working cash balance is normally expected to be maintained by each Client or Client Entity (as the case may be).

(c) Telephone/fax/post/courier

We will levy a 4% surcharge on our administration fees charged, unless agreed otherwise in writing. This levy will cover our telephone, fax, photocopying, printing and postal charges, save for couriers which will be charged separately as disbursements.

6. HOURLY CHARGE OUT RATES

Work undertaken on a time spent basis will generally be recorded in six-minute units. Such units may be rounded up to the nearest whole unit. Work charged on a time spent basis will include, amongst other things, all professional time spent by Trust Corporation and/or other members of the Ocorian Group, their officers and employees in relation to a Client or a Client Entity in performing the relevant Services and the functions of office, dealing with general management and conduct of the relevant entity's affairs and assets, complying with (and procuring the relevant entity's compliance with) applicable law and regulations (including any Sanctions and Embargoes) and Trust Corporation's and/or the Ocorian Group's own policies and procedures (including any client reviews or ongoing monitoring undertaken pursuant thereto), the processing or handling of personal data (including any time spent in relation to data subject requests received by a Client, a Client Entity and/or by Trust Corporation and (in each case) whether as controller, processor or otherwise) and obtaining and verifying client due diligence and source of wealth/funds materials. This list is not exhaustive but is intended to provide guidance as to the types of activity that will be charged on a time spent basis. All such work undertaken on a time spent is to be invoiced as part of our administration fees.

From time to time it may be appropriate to undertake work for more than one Client or Client Entity on a project or "collective" basis. In such circumstances, and providing we consider it fair and reasonable to do so, we and/or members of the Ocorian Group may record our time on a consolidated basis and apportion the collective time costs amongst the relevant Client and/or Client Entities, rather than recording the time on an entity-by-entity basis.

Trust Corporation's current hourly charge out rates are set out below:

Director / Associate Director	£357 - £456
Manager	£265 - £315
Trust Officer/Administrator	£189 - £250
Bookkeeping and accounts	£201 - £265
Personal Assistant/Secretary	£144
Document Processors	£75

For complex or time critical work, Trust Corporation reserves the right to charge a premium over and above our normal hourly rates.

7. FEE INCREASES

Trust Corporation will review its hourly charge out rates and all of its fee categories from time to time and at least annually, for the calendar year ahead. The Client and/or Client Entity agree that Trust Corporation may increase fees annually by such percentage as it may reasonably consider necessary (i) in line with the Guernsey Retail Price Index from the date of the last increase; or (ii) otherwise in line with the relevant market in which any part of the Services are provided; and (iii) to reflect material additional costs imposed on it as the result of additional regulatory requirements. Trust Corporation will only be required to inform the relevant Client and/or Client Entity of changes to its fee rates outside of these parameters.

Effective date: 1 January 2024