

TERMS AND CONDITIONS

W.W. & J. MCCLURE TRUST CORPORATION LIMITED

Introduction

The appointment of W.W. & J. McClure Trust Corporation Limited (also referred to as "we" or "us") to any and all offices including Trustee, Attorney, Deputy or Personal Representative is subject to the foregoing terms and conditions, except to the extent that any changes are expressly agreed with you in writing.

W.W. & J. McClure Trust Corporation Limited

W.W. & J. McClure Trust Corporation Limited is a private company limited by shares and registered in England and Wales under Company Number 11377548.

Fees and Other Charges

W.W. & J. McClure Trust Corporation Limited does not charge for its appointment as a professional trustee, attorney, deputy or personal representative or for continuing to act as such, but reserves the right to do so in the future. You will be notified of any changes to our charging policy.

Instructions to Lawyers and other Professionals

W.W. & J. McClure Trust Corporation Limited will instruct W.W. & J. McClure Limited (trading as McClure Solicitors) to carry out all legal work that is necessary to its office. W.W. & J. Trust Corporation Limited may also appoint W.W. & J. McClure Wealth Management Limited in relation to any financial advice required.

We may also engage such accountants, investment advisors, agents, experts and other professionals as we consider necessary and appropriate to the proper discharge of our duties and the cost of such services shall be deducted from funds of the trust, donor or estate.

We will consult with you and seek your agreement to the appointment before instructing such appointment.

We may delegate the functions of our office to the fullest extent permissible under the law of England and Wales.

Anti-Money Laundering and Proceeds of Crime

Anti-Money laundering and associated regulations place obligations upon us. As part of these obligations, we may be obliged to verify the identity of individuals and the beneficial ownership of funds under our control as well as the source and destination of any funds before any instructions can be carried out.

We are required to disclose to the appropriate authorities any suspicions of money laundering. We may not be able to inform you of any such disclosure and there may be delay in the progress of your matter as a result of the making of a disclosure.

We cannot accept liability for any consequential loss arising as a result of our compliance with regulatory obligations.

Communication

We may correspond with you by means of electronic mail unless otherwise agreed. We each agree to accept the risks of using electronic mail, including but not limited to the risks of viruses, interception and unauthorised access.

We each agree to use commercially reasonable procedures to check for commonly known viruses in information sent and received electronically, but we recognise that such procedures cannot guarantee that communication will be virus free.

Confidentiality Disclosure

We will keep confidential information received from you while carrying out any office unless we have your express authority to disclose it or such disclosure is required to deal with and progress your matter or we are under a legal duty to disclose it or the information is in or comes into the public domain without any breach of confidentiality on our part, or we are required to disclose it by the regulatory or fiscal authorities, in which case, to the extent that we are permitted to do so we will endeavour to provide you with as much advance notice as possible of any such required disclosures.

You agree that (subject always to applicable rules and with appropriate safeguards in place to ensure that access to relevant confidential information we hold is restricted) we may be appointed even though we hold confidential information relating to another party which may be material to you.

You agree to us sharing all of your information with McClure Solicitors as well as W.W. & J. McClure Wealth Management Limited.

From time to time, we may engage external organisations to audit client files, they and our professional advisors may require access to your files and/or confidential information in order to carry out their functions. Unless you instruct otherwise, we will assume your consent to such audit and/or access.

You permit us to disclose information we are ordered to do so by any regulatory authority or governmental department which has jurisdiction over us or Court and whenever we are compelled to do so by any applicable law including the “Foreign Account Tax Compliance Act” (“FATCA”).

Conflicts

We comply with the law of England and Wales in relation to conflicts of interest and our fiduciary position. This may require us to refrain from making decisions, to retire or resign from our office or seek the guidance and or approval of the court. If a conflict arises, then we will decide, taking account of legal constraints, professional rules and your (and the other party’s) interests and wishes, whether we should continue our appointment, for one or for neither office.

Papers, Documents and Electronic Communication

You agree that we may store documents and papers electronically on your behalf.

We will retain our files of papers (except for any of your papers which you ask to be returned to you, or which we decide to return to you) in accordance with our Privacy Notice.

Original documents such as Wills and Title Deeds may be deposited with us for safekeeping. We do not make a charge for this service. We will not destroy or release those documents without your express authority.

We will not charge for retrieving papers or documents from storage in relation to continuing or new appointments.

Termination, Resignation and Retirement

Once appointed W.W. & J. McClure Trust Corporation Limited will not retire from its appointment in any circumstances in which it considers that to do so would amount to a potential breach of trust or if it is dissatisfied as to the scope of the indemnity provided in respect of our retirement.

If the terms of our appointment allow us to be removed unilaterally, our appointment is subject to an undertaking by the person reserving the said power that they will not exercise such power of removal without providing an indemnity to us such extent to be agreed by us.

Force Majeure

It is understood and agreed that neither of us will be liable to the other for any delay or failure to fulfil obligations caused by circumstances outside our reasonable control.

Governing Law and Disputes

The appointment of W.W. & J. McClure Trust Corporation Limited is deemed to be made in England and is governed by English law. Unless any alternative dispute resolution procedure is agreed with you from time to time, any dispute shall be subject to the exclusive jurisdiction of the English courts.