



## SIT STANDARD TERMS AND CONDITIONS

**Each Client and each Client Entity to which Services are being or have been provided shall be deemed to have accepted these Terms from and with effect from the earlier of the date upon which they are first brought to the attention of that Client or by the acceptance of any of the Services.**

### 1 Definitions

**Affiliates** means in relation to SIT, each of its holding companies and subsidiaries and any related companies from time to time;

**Agreement** means any agreement entered into between you and SIT for the provision of Services including (as the case may be) the following (a) the Engagement Letter (b) the Client Statement (c) the Schedule of Fees and Expenses (d) the SIT Hourly Rates (e) the Governing Instrument (f) any Services Agreement (e.g. company management agreement or administration agreement) (g) these Terms and (h) any additional terms as may be agreed in writing amending or varying these Terms;

**Annual Administration Fee** has the meaning given to it in clause 3.2;

**Annual Fixed Fees** means the Responsibility Fee, Compliance and Regulatory Maintenance Fee and the Office Consumables Charge, as applicable;

**Arrangement** means any Client Entity, structure (including for the avoidance of doubt, the Structure), matter or circumstance where SIT (or any Member of the SIT Group) provides a Service;

**Assets** means the assets of any Client Entity or Arrangement at any given time;

**Client or “you”** means the person or persons specified as the Client in the Engagement Letter and/or is an owner or a Settlor or beneficiary or other controlling person of the Structure who signs the Client Statement;

**Client Entity** means any corporation, company, partnership, association,

foundation or trust in respect of which Services are provided;

**Client Statement** means the statement executed or to be executed by the Client indicating its acceptance of the Agreement;

**Compliance and Regulatory Maintenance Fees** means the charges that are payable in order to maintain the Structure in good standing and as more specifically described in clause 3.4;

**Engagement** has the meaning given to it in the Engagement Letter;

**Engagement Letter** means the engagement letter for the provision of the Services between SIT and the Client, together with any appended schedules that sets out the Services and refers to these Terms;

**Employees** means all directors, other officers, employees, agents, staff, contractors and consultants of SIT or any other Member of the SIT Group from time to time;

**Governing Instrument** means the instrument, deed or other constitutional document creating or establishing or amending the Client Entity;

**Interested Person** means a person connected to or who benefits from the Structure;

**Losses** means all losses, expenses, costs, damages, claims, demands or liabilities suffered by any person;

**Member of the SIT Group** means (a) SIT (b) any of SIT’s Affiliates, Employees and Representatives;



**Office Consumables Sundries** means the fixed charge levied by SIT in respect of each Client Entity in the Structure in respect of the cost of items such as telephone, photocopying, post and archives;

**Representatives** means any individual or company provided by SIT who acts as a director or other officer, secretary, nominee, trustee or shareholder of a Client Entity engaged by SIT to perform all or any part of the Services;

**Responsibility Fee** means the annual responsibility fee charged by SIT for the provision of a trustee and/or directors to a Client Entity;

**Schedule of Fees and Expenses** means the schedule of fees and expenses for the provision of Services from time to time issued by SIT;

**Services** means all the services carried out for and on behalf of or in connection with the Client, the Structure or any Client Entity (whether before, during or after its existence) by any Member of the SIT Group and any other services as agreed from time to time by the Client and SIT in writing;

**SIT** means SwissIndependent Trustees SA;

**SIT Hourly Rates** means the schedule which sets out the indicative hourly charge-out rates charged by SIT, as amended from time to time;

**Structure** means the structure as described or named in the Engagement Letter;

**Termination** means the termination of the Agreement in accordance with these Terms; and

**Terms** means these terms and conditions of business, as amended from time to time.

## 2 Provision of Services, Fees and Invoicing

2.1 SIT will provide or procure the provision of the Services until Termination.

2.2 Subject to any specific terms documented in the Agreement, the fees charged by SIT under any Arrangement will be in accordance with the Schedule of Fees and Expenses.

2.3 SIT reserves the right to periodically review the basis of charging fees and to charge an increment to the Schedule of Fees and Expenses where the nature of the Assets and/or the scope of work under the Structure changes. Wherever possible such additional fees or expenses will be agreed in advance with the Client or Client Entity involved.

2.4 SIT also reserves the right to advise, in advance, of a different charging basis from its Schedule of Fees and Expenses.

2.5 SIT may debit any Client Entity's bank account(s) or its other Assets with its Annual Fixed Fees. Annual Fixed Fees are invoiced annually, in advance but may as default be invoiced monthly or quarterly at the discretion of SIT. All other fees are invoiced on completion of the Service(s) concerned or quarterly where such Services take place over an extended period. All fees will be paid within 14 days of the relevant invoice date and SIT may, if appropriate, establish a direct debit for the payment of such fees.

2.6 If payment of any fees is not or cannot be made out of the Assets of any Client Entity within 14 days of becoming due, the Client shall be jointly and severally liable with such Client Entity for the payment of the fees.

2.7 SIT shall be entitled to charge and be paid interest on overdue amounts at the rate of 5% per annum above the Swiss Base Rate



from time to time. Such interest shall be capitalized quarterly, and thereafter constitute an overdue amount for the purposes hereof.

- 2.8 Fees (including Annual Fixed Fees paid) are not refundable (whether in whole or in part) upon the Termination.

### 3 Fee Practice

- 3.1 The Responsibility Fee, the Compliance and Regulatory Maintenance Fee and the Office Consumables Sundries are fixed.

- 3.2 The Annual Administration Fee is by default charged on a time spent basis and such fee may be apportioned, at SIT's discretion, between Client Entities within the Structure and includes the following:

- a) Acting as trustee of a trust and/or director of a company;
- b) Day-to-day administration, including distributions from a trust fund (as defined in the relevant Governing Instrument) and the payment of dividends from a company;
- c) Review of periodic portfolio statements, valuations and bank advices;
- d) Preparation of appropriate minutes;
- e) Maintenance of accounts and preparation of annual financial statements for each Client Entity comprising the Structure;
- f) Time involved in general discussions, telephone calls, correspondence and other communications with you and/or the beneficiaries of a trust and/or any intermediaries involved with the Structure; and/or
- g) General correspondence.

- 3.3 The Annual Fixed Fees and the Annual Administration Fee do not include (in all cases):

- a) T.V.A. (VAT) – if applicable, this will be charged separately at the prevailing rate;
- b) Termination of a trust and/or dissolution of a company;
- c) Transfer of a trust or a company to or from our administration;
- d) The purchase or sale of assets and/or investments, including security arrangements;
- e) Restructuring;
- f) Requests for interim financial statements of account;
- g) Tax and/or regulatory return preparation;
- h) Legal services (such as the drafting, review, amendment or negotiation of legal documents), provided to or on behalf of the Structure. Such services will be charged separately, at an hourly rate which may be higher than those applied to other services;
- i) Charges raised by any investment manager, custodian and/or bank acting or appointed to act on behalf of the Structure;
- j) All disbursements in connection with the Structure. Disbursements include, inter alia, travel expenses, legal and other professional fees, government fees and taxes, stamp duties and levies, registration fees, licence fees, registered agent's fees, courier charges and all other out-of-pocket costs and expenses incurred for the purposes of the Structure. All such disbursements will be charged separately at cost.

- 3.4 The Compliance and Regulatory Maintenance Fee relates to the on-going mandatory compliance and regulatory tasks required to be completed for all clients under our administration.

- 3.5 The Compliance and Regulatory Maintenance Fee does not include the one-off costs of our complying with specific regulatory requirements, such as those



associated with FATCA or CRS and other similar legislation and regulations. Such legislation and the associated financial industry regulations require us to verify client data and make certain declarations to the banks with which we deal (even, for FATCA, in situations where there is no apparent US involvement) and a separate fee will be charged on a time-spent basis for such work.

- 3.6 Any *trust establishment fee* quoted is dependent on the extent of the drafting involved.
- 3.7 Any *company incorporation fee* is dependent on the extent of the drafting involved and does not include government and other regulatory fees relating to the incorporation, nor does it include disbursements such as company seals.
- 3.8 Any *termination or transfer fee* relates to all aspects connected with the termination of a Structure or of any entity comprised in a Structure, or the transfer of a Structure to or from our administration.
- 3.9 Any *compliance fee at establishment, incorporation or termination/transfer* relates to the time spent complying with relevant anti-money laundering and related regulations at the time of establishment, incorporation, termination or transfer, collecting all required documentation and creating the appropriate physical and electronic records.
- 3.10 Any *bank or custody account opening fee* is charged on a time-spent basis, on account of the different practices adopted by and requirements of the various banks; this fee is likely to be higher where the bank or custodian chosen is not one of the major Swiss institutions with which we ordinarily deal.
- 3.11 A separate *transaction fee* may be charged where, in our capacity as trustee and/or administrator of the Structure, we are party to a material transaction, which may include (but is not limited to):
- a) Any substantial change to the Structure, carried out in order to meet the specific needs of you or of any other party to the Structure;
  - b) Any purchase, sale, conversion, redemption or exchange of a material asset owned by an Client Entity within the Structure (other than standard trades within a portfolio); and
  - c) The advance or raising of finance by way of loan to or from a third party.
- 3.12 We maintain records of time spent on our engagements and reserve the right to charge an additional fee, on a time-spent basis, calculated in units of 5 minutes each at our prevailing hourly rates, if the time spent in a 12 month period exceeds the Responsibility Fee for that period. You will be notified if any such additional fee is to be charged.
- 3.13 In the event that the Client disputes any fees, charges or an invoice (in whole or in part), the Client will notify SIT thereof prior to the due date for payment. If no such notification is received by SIT then all payments paid under such invoice will be final and the Client waives any and all rights to the fullest extent possible in law to dispute any such fees, charges or invoices after the due date for payment. Additionally, in the event that SIT grants a discount of fees to the Client with the Client's knowledge or at the Client's request, the Client accepts all prior fees paid, prior charges paid and prior invoices as correct and the Client waives any and all rights to dispute any such charges, fees or invoices.



#### 4 General provisions

- 4.1 The provisions of the Swiss Federal Anti-Money Laundering Law and Regulations requires SIT and other Members of the SIT Group (where applicable) to obtain certain information and documents from Clients and Interested Persons before SIT can start to act, as well as on an on-going basis during the course of the Engagement.
- 4.2 SIT may make disclosures concerning the parties to, or any other matter regarding, the Engagement and/or Structure (including disclosures involving personal data) in order to effect the opening of bank accounts, to incorporate any Client Entity, to administer the Structure, to consult with professional advisors and to various regulatory authorities whether in Switzerland or elsewhere to comply with any relevant Anti-Money Laundering or other regulatory requirements, subject always to the applicable data protection laws. Please see our privacy policy at [www.swissindependent.com](http://www.swissindependent.com)
- 4.3 SIT shall be entitled, but not obliged, to act in accordance with any communication by telephone, fax or email which is or purports to be from you or your professional advisers, following reasonable enquiry in the circumstances as to identity or authority, whether such communication relates to the payment of money or otherwise. Any damages resulting from defective proof of identity or from undetected forgery shall be borne by the Structure and/or you and SIT shall be entitled to be indemnified by the Structure and/or by you against all actions, proceedings, demands, damages, costs and expenses incurred or sustained arising out of such communications, except in the case of wilful misconduct or gross negligence by SIT.
- 4.4 E-mails may not be received immediately after being sent and in the event a matter is urgent and/or time critical, SIT must be advised of the matter, or of the e-mail dealing with it, by telephone.
- 4.5 The Client authorises and consents to the use by a Member of the SIT Group of any artificial intelligence programmes, and the use of artificial intelligence or other recording devices during conference calls, telephone calls or meetings to track discussion and action points which recordings SIT will store securely.
- 4.6 SIT gives only general guidance on the placement of Client funds. It does not provide tax or legal advice, nor does it act as investment manager or provide investment advice of any description. In particular, it is the Client's responsibility to look to their own tax compliance, legal or investment advice and in this regard, the term "Client" includes all Interested Persons.
- 4.7 Should SIT reasonably decide that it requires tax, legal, investment or other professional advice in relation to the Arrangement (whether regarding the laws applicable in a Client's home jurisdiction or regarding any other matter whatsoever), SIT reserves the right to employ the services of any appropriately qualified person(s) and to remunerate such person(s) out of the Structure.
- 4.8 Where any liabilities arise in respect of an Engagement and/or Structure, SIT may, subject to the terms of the Governing Instrument:
- a) discharge such liabilities using the Assets of the Structure;
  - b) if there are insufficient liquid assets in the Structure or no Interested Person is able or willing to discharge such liabilities, require you to provide funds on demand to enable the Structure to discharge such liabilities and, if you fail or refuse to do so, sell, liquidate or



realise Assets in order to pay any liabilities, regardless of whether the relevant liabilities could be enforced against SIT.

4.9 Where SIT exercises its rights under the clause above:

- a) to the extent permitted by law, SIT's liability for any Losses that you or the Structure or an Interested Person suffer or incur shall be excluded; and
- b) SIT will be indemnified by you and the Assets of the Structure for any liabilities and Losses that SIT suffers or incurs.

4.10 To the extent permitted by law, SIT's liability for any Losses suffered by any party, including an Interested Person or the Structure, arising directly or indirectly from any failure or refusal to provide SIT with sufficient funds to pay any or all liabilities in respect of the Structure or any Asset where you are obliged to do so herein shall be excluded.

4.11 SIT may from time to time receive commissions from banks, brokers and other institutions with which SIT holds accounts, whether as trustee or otherwise. Commission arrangements differ from institution to institution but generally will range from 0.16% to 0.32% and are not always available on an individual account basis. Such commissions may cause conflicts of interests for SIT. For example, they might incentivise SIT to choose and recommend banks, brokers and institutions that pay fees to SIT. However, SIT takes account of the conflicts of interests that result in connection with commissions and has installed appropriate measures to avoid conflicts of interests.

4.12 According to Art. 400 Para. 1 Swiss Code of Obligations, the Client has the right to receive commissions. However, by signing the Client Statement, the Client authorises

SIT to receive and keep commissions in the future.

4.13 To the extent possible and when required by the applicable rules and regulations, SIT shall inform the Client of any commission, in particular the nature and amount, on an ex-ante basis, it being specified that, in most cases, if not all cases, the amount of payments cannot be ascertained prior to their receipt. In such cases, SIT will disclose the exact amount received, on an ex-post basis.

## 5 Limitation of Liability

5.1 Subject to any provisions in the Governing Instrument to the contrary, SIT shall not be liable to the Client or any Interested Person, Structure or any other person for any Losses except Losses which SIT is unable to exclude by law.

5.2 Without prejudice to clause 5.1, to the extent permitted by law, SIT (including any other Member of the SIT Group) shall not be liable to either the Client, an Interested Person, any Structure, or other person for:

- a) any Losses arising from any cause beyond SIT's reasonable control, including but not limited to any hacking or cyber threats as a result of a lack of security on the part of the Client, or where the effect of which is beyond SIT's reasonable control to avoid; or
- b) any Losses that SIT did not anticipate when SIT exercised any of its powers when providing Services or when SIT received or acted upon a direction given to it; or
- c) any loss of business, loss of goodwill, loss of opportunity or loss of profit suffered by any person; or
- d) the actions of any person over which SIT has no control.



- 5.3 SIT (including any other Member of the SIT Group) shall not be liable to either the Client, an Interested Person, any Structure, or any other person if SIT (or any other Member of the SIT Group) does not take any action which in its opinion would breach any regulatory requirement or market practice or our fiduciary duties. To the extent that there is any conflict between these Terms and any law or regulatory requirement or market practice or fiduciary duties, SIT will act in a way SIT reasonably considers necessary to comply with such law or regulatory requirement or market practice or our fiduciary duty. SIT (including any other Member of the SIT Group) will not be responsible for any liabilities and/or Losses which arise from so acting or not acting (as the case may be).
- 5.4 Without prejudice to the foregoing, the aggregate liability in respect of any claims or Losses (including interest and costs) against any Members of the SIT Group arising out of or in connection with the Structure shall, to the fullest extent permitted by law, be limited to the lesser of (1) three times the fees paid for the services during the financial year in which any event or incident might occur or (2) 500,000CHF.
- b) an additional trustee has been appointed with whom SIT does not wish to act as co-trustee;
- c) the Structure has become insolvent or is going into liquidation (other than a voluntary liquidation for the purpose of reconstruction or merger on terms that SIT have approved in advance) or an administrator or receiver is appointed or an insolvency event having equivalent effect occurs;
- d) there are insufficient funds available for SIT to carry out its duties and responsibilities which may include obtaining legal or tax advice from third party advisors;
- e) the Client and/or any Client Entity fails to make available to SIT any information and documentation requested by any Member of the SIT Group under the Agreement when required in a form acceptable to SIT.

For the purposes of this clause 6.2 , the Agreement will terminate on receipt of the notice.

## 6 Termination

- 6.1 The Agreement will automatically terminate when the Arrangement has been wound up, distributed in full or transferred to another service provider.
- 6.2 SIT may terminate the Agreement and/or terminate the provision of any Service by giving notice if:
- a) there has been a change of beneficial ownership of the Structure and SIT does not wish to provide the Services to the new owner for whatever reason (in its sole discretion);
- 6.3 SIT may terminate the Agreement and/or terminate the provision of any Service immediately without giving notice if, in SIT's sole discretion, SIT believes that:
- a) continuing to provide the Service would assist criminal activity;
- b) continuing to provide the Service would constitute a breach of any regulatory requirement or may expose any Member of the SIT Group to action or sanction from any government, regulator or law enforcement agency in any jurisdiction or to reputational damage;
- c) continuing to provide the Service may cause SIT or any other Member of the SIT Group to break any applicable law, regulation, code or other duty in any jurisdiction which applies to SIT;



- d) continuing to provide the Service would be prejudicial to SIT's interests or to the interests of any other Member of the SIT Group;
- e) the Client and/or any Client Entity has seriously or persistently breached this Agreement, the terms of the Governing Instrument, or any other agreement with any Member of the SIT Group in respect to the Arrangement;
- f) the Client or any Interested Person has given SIT false information;
- g) the Client or any Interested Person or the Structure has at any time failed to meet, or has become unable to meet, any applicable eligibility criteria (which prevents any Member of the SIT Group from continuing to provide the Service); or
- h) the Client's behavior makes it inappropriate for any Member of the SIT Group (in its sole discretion) to continue to provide the Service.

6.4 Subject to any applicable legal or fiduciary obligations, SIT (including any other Member of the SIT Group) will have no liability to the Client for any Losses suffered by the Client, or by an Interested Person or the Structure or any other person which arises directly or indirectly from SIT's decision to terminate the Agreement or terminate the provision of any Service in any circumstances.

6.5 The provisions of clauses 6.1 to 6.4 (inclusive) will be subject to the terms of, and to SIT's fiduciary and legal obligations under, the Governing Instrument and all applicable laws.

## 7 Confidentiality

7.1 Subject to these Terms, or by law, SIT will keep confidential all information concerning any Structure and/or the Client which is not publicly available and any transactions or matters in which any Client

Entity and/or the Client may be engaged unless:

- a) SIT is required to disclose information concerning the Client Entity and/or the Client by virtue of any regulations in Switzerland or elsewhere, by order of the Swiss Courts or any other courts of competent jurisdiction or otherwise under applicable regulations;
- b) SIT is authorised to disclose any information by the Client Entity or the Client or in the case of the Client Entity being a trust, by a beneficiary of the trust;
- c) SIT considers in its sole and absolute discretion that such disclosure is necessary or appropriate in the furtherance of the interests of the Client Entity and/or the Client;
- d) SIT is of the view in its sole and absolute discretion that failure to make such a disclosure is likely to have material adverse consequences for SIT or any Representatives or Employees or any other Member of the SIT Group;
- e) SIT is of the view in its sole and absolute discretion that such disclosure is necessary for the proper performance of the Services or the proper continuance of the management and administration of the Client Entity;
- f) such disclosure is authorised or required by the constitutional documents of the Client Entity or any quasi-governmental, administrative, judicial or regulatory body or person (in each case, in any applicable jurisdiction(s));
- g) the information concerned is already in the public domain other than by reason of any disclosure on the part of SIT;
- h) SIT is working with other advisers to the Client Entity, SIT may disclose such information to other advisers in furtherance of the provision of the





Services, as is in the opinion of SIT appropriate; or

- i) such disclosure is in SIT's opinion necessary in order to defend any claim against SIT or any Representative or Employee.

7.2 SIT shall not be required or under a duty to disclose to the Client or the Client Entity any information SIT may have or be deemed to have about any matter affecting any Client Entity which SIT may have acquired in the course of acting for or providing services to any other entity or client or in any way other than in connection with the provision of Services to that Client or Client Entity.

## 8 Data Protection

8.1 Terms for the collection and processing of data by SIT are governed by SIT's privacy policy as can be found on SIT's website: [www.swissindependent.com/gdpr](http://www.swissindependent.com/gdpr). SIT can provide a hard copy upon request.

## 9 The Common Reporting Standard and FATCA

9.1 Under the Common Reporting Standard, SIT is required to automatically pass on certain information to the Swiss tax authorities. This information is exchanged with other governmental authorities. As a result, SIT may in respect of the Client or any relevant Client Entity:

- a) apply Common Reporting Standards Due Diligence Procedures to identify financial accounts held by: (i) one or more Reportable Persons (as defined in the Common Reporting Standard); or (ii) by certain passive entities (as defined in the Common Reporting Standard) where such entities have controlling persons (as defined in the Common Reporting Standard) that are Reportable Persons; and

- b) report information about the account holder(s) along with financial information about those accounts to another financial institution such as a bank or to the Swiss tax authorities direct for exchange with the governmental authorities of the relevant Reportable Jurisdiction(s) (as defined in the Common Reporting Standard).

9.2 In line with its reporting obligations under FATCA, SIT may in respect of the Client or any relevant Client Entity:

- a) conduct a review to identify whether the Client or any Client Entity is reportable under FATCA; and
- b) disclose any information it is required to disclose in relation to financial accounts held directly or indirectly by US Persons (as defined in FATCA) to the US tax authorities or any other relevant authorities.

## 10 Assignment

10.1 SIT may assign, transfer or sub-contract the whole or any part of its rights and benefits and the performance of its obligations in or under or arising from the Agreement. For the purpose of any such assignment, transfer or sub-contract, SIT may disclose information about the Client or any Client Entity to any prospective assignee or transferee, provided that SIT shall use its reasonable endeavours to procure that such prospective assignee, transferee or sub-contractor is placed under an obligation of non-disclosure equivalent to that in clause 7 (Confidentiality).

10.2 The Client may not assign or transfer all or any part of its rights, benefits and/or obligations under the Agreement.

10.3 The Client shall not use, nor cause or permit to be used, directly or indirectly, SIT's name or the name of any Affiliates in

any text or document or promotional literature of any kind without the prior written consent of SIT.

*Last updated: January 2024*

## **11 Entire Agreement, Variation, Severability**

- 11.1 The Agreement constitutes the entire agreement between SIT and the Client and, in the event of conflict between these Terms, any Engagement Letter (including its Schedules) and any Services Agreement or Governing Instrument, the Services Agreement or Governing Instrument, if any, shall prevail over the Engagement Letter, which shall prevail over these Terms.
- 11.2 SIT reserves the right to vary these Terms from time to time including during the provision of the Services. Where SIT does vary these Terms in the course of providing Services to the Client, SIT shall use reasonable efforts to draw any such variation to your attention which may include posting an updated version of the Terms on its website.
- 11.3 In the event that any of these Terms shall be determined invalid, unlawful, unenforceable to any extent, such Terms shall be severed from these Terms and the remainder thereof shall continue to be valid and enforceable to the fullest extent permitted.

## **12 Governing Law and Jurisdiction**

- 12.1 The Agreement as well as the relationship between SIT and the Client shall be governed by and construed in accordance with the laws of Switzerland, without regard to conflict-of-interest laws.
- 12.2 The courts of the Canton of Geneva shall be the exclusive forum for the interpretation and adjudication of any actions or claims which may arise out of or in connection with the Agreement.