

1. Agreement

- 1.1 Any Services provided by a Concept Group Company to or for or at the request of the Client will be governed by these General Terms of Business and by any relevant Engagement Terms relating to those particular Services (together an Agreement). A Client may have more than one Agreement with Concept in relation to different Services.
- 1.2 By signing an application form and/or accepting Services, the Client hereby agrees to the terms of the Agreement. However, no Agreement will exist until Concept confirms the application is accepted or commences to provide the Services. Concept is not obliged to accept any application for Services and may refuse any application in its absolute discretion without giving any reasons. For the purposes of receiving the benefit of any provisions of the Agreement Concept is acting as agent of each Indemnified Person.
- 1.3 In the event of any express conflict between any provisions of these General Terms of Business and any provisions of any Engagement Terms, the provisions of these General Terms of Business shall prevail except to the extent expressly stated otherwise and subject to clause 4.2.

2. Definitions and interpretation

The following definitions and rules of interpretation shall apply:

- 2.1 Advisor means any person appointed or nominated by or on behalf of a Client as agent or advisor of the Client, or any other intermediary who interacts with Concept on behalf of the Client in connection with the Services.
- 2.2 Client means the person or persons, and any related party to the person or persons, to or for or at the request of whom Concept has agreed to provide Services.
- 2.3 Concept means the relevant Concept Group Company that is providing the Services to or for or at the request of the Client.
- 2.4 Concept Group Company means any of:
- (a) Concept Group Limited;
 - (b) Any subsidiary (as defined in section 531 of The Companies (Guernsey) Law, 2008) of Concept Group Limited;
 - (c) Any company or partnership of which every shareholder or partner (as applicable) is a shareholder and/or director of Concept Group Limited and through which Services are provided; or
 - (d) The respective successors of any of the above companies or partnerships.
- 2.5 Engagement Terms means, as applicable to the relevant Services, any:
- (a) Application form;
 - (b) Key features statement or brochure (howsoever called);
 - (c) Trust deed relating to any trust of which a Concept Group Company is trustee;
 - (d) Contract or administration agreement; or
 - (e) Letter of engagement identified as such between the Client (or an Advisor on behalf of the Client) and Concept.
- 2.6 General Terms of Business means the general terms of business set out in this document as amended from time to time.
- 2.7 Indemnified Persons means each Concept Group Company and the directors, officers and employees (and former directors, officers and employees) of each Concept Group Company and each of them and the respective heirs, successors, personal representatives and estates of such directors, officers and employees and each of them.
- 2.8 Investment Advisor means any investment advisor, investment manager or investment intermediary who (directly or indirectly) acts on behalf of the Client or Managed Entity in connection with the Services, and which may be the Client acting in such role.
- 2.9 Liabilities means all liabilities, costs, expenses, damages, losses and Tax Liabilities including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses.
- 2.10 Managed Entity means any corporate body, cell, partnership, foundation, trust or sub-trust, pension scheme or sub-fund thereof, association or other entity or arrangement in respect of which the Services are provided (including, for the avoidance of doubt, acting as trustee, director, nominee shareholder or administrator).
- 2.11 Services means the services to be provided by Concept to or for or at the request of the Client as detailed in the Engagement Terms.
- 2.12 Tax Liabilities means any tax liabilities, interest or penalties in any jurisdiction whether or not legally enforceable against any Concept Group Company.
- 2.13 A reference to a party means the Client or Concept (as the case may be).
- 2.14 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.15 Words importing the singular include the plural (and vice versa), words importing gender include any gender and expressions referring to persons include corporate bodies as well as individuals.
- 2.16 Clause headings shall not affect the interpretation of the Agreement.

3. Services

- 3.1 The Services shall be provided to or for or at the request of the Client by Concept as set out in the Engagement Terms.
- 3.2 No Concept Group Company or any of their directors, officers or employees provides tax, legal or investment advice and the Client acknowledges that neither the Client nor any Managed Entity nor any nominated beneficiary of the Client is relying on any Concept Group Company for the provision of such services.
- 3.3 Concept may take such tax, legal or investment advice in relation to the Services as its directors, officers and employees consider is reasonably necessary in all the circumstances and the Client shall be responsible for any professional fees or expenses incurred by Concept.

4. Fees and expenses

- 4.1 The fees to be charged for Services shall be as set out in the Engagement Terms relevant to those Services. If not set out in the Engagement Terms, then Concept's standard fees from time to time for the relevant Services shall apply.
- 4.2 Notwithstanding clause 1.3, in the event of any express conflict between any provisions of this clause 4 and any provisions of any Engagement Terms, the provisions of the Engagement Terms shall prevail except to the extent expressly stated otherwise.
- 4.3 Any hourly rates quoted in any Engagement Terms are specific to an individual and may be changed by Concept at any time.
- 4.4 Concept may require the Client to reimburse it for any third party expenses or costs incurred by it or any Concept Group Company in the provision of the Services.
- 4.5 Where an Agreement is terminated:
- (a) Concept may continue to charge fees in respect of any Services it provides to or for or at the request of the Client after termination (including without limitation under clause 8.6); and
 - (b) Concept may charge to the Client fees (based on the number of hours worked by its directors, officers or employees and their standard hourly rates, or such other reasonable measure as it shall determine) for any work done, and all expenses incurred by it, in ceasing to provide the Services and in transferring the Client's Managed Entity or account to another service provider or organisation or making payment to the Client or another service provider or organisation at the Client's direction.
- 4.6 Concept may deduct any fees, expenses or other amounts due to it under the Agreement from any account of or for the Client or any Managed Entity managed or administered by Concept or any other Concept Group Company without prior notice.
- 4.7 Where for any reason fees, expenses or other payments due to Concept under the Agreement are not deducted in accordance with clause 4.6 and have been outstanding for more than 28 days, they must be paid by the Client within 14 days of receipt of an invoice. Concept reserves the right to submit invoices in writing, by facsimile or by e-mail.
- 4.8 In the event that fees, expenses or other payments due to Concept remain unpaid for more than 28 days interest may be charged from that date on the balance outstanding at 2% until such time as full and final settlement of the invoice is made.
- 4.9 Each Concept Group Company is entitled to recover from the Client or Managed Entity on demand on a full indemnity basis all costs and expenses (both before and after judgment) as are incurred by such Concept Group Company in securing payment of its fees and expenses.
- 4.10 Fees and expenses paid to Concept or deducted in accordance with clause 4.6 will not be rebated to the Client or Managed Entity in any circumstances, including without limitation where the Agreement is terminated or where any Managed Entity managed or administered by Concept or any other Concept Group Company for or at the request of the Client (or any contribution thereto) is unwound or treated as being void ab initio (whether by reason of any judicial process or otherwise).

5. Instructions

- 5.1 In the provision of the Services Concept may accept instructions from and communicate with a Client, Advisor or Investment Advisor by e-mail, by facsimile transmission, in writing or by telephone. It is agreed by the parties that instructions and communications by email or facsimile do not require a signature or written confirmation.
- 5.2 Concept and each of its directors, officers and employees are under no obligation to verify the validity of any instructions, requests or directions made by the Client, Advisor or Investment Advisor which it acting in good faith believes to be genuine and any transaction made pursuant to such instructions, requests or directions shall be binding on the Client whether or not made with or without the Client's authority, knowledge or consent.
- 5.3 No Concept Group Company or Indemnified Person shall be liable for, and shall be indemnified by the Client against, any Liabilities which have arisen directly or indirectly out of or in connection with:
- (a) accepting or acting in response to instructions, requests or directions which purportedly originate from the Client, Advisor or Investment Advisor; or
 - (b) the non-receipt of any instructions, requests or directions; or
 - (c) any breach of confidentiality occasioned by communicating with the Client, Advisor or Investment Advisor by e-mail, facsimile or by telephone.

6. Indemnity

- 6.1 The Client shall release the Indemnified Persons from and indemnify the Indemnified Persons against all Liabilities suffered or incurred by the Indemnified Persons in providing the Services provided that this indemnity shall not apply to any Liabilities occasioned by the fraud or wilful misconduct or gross negligence of such Indemnified Person.
- 6.2 The Client acknowledges and agrees that neither Concept nor any Indemnified Person shall have any liability for, and without limiting clause 6.1 the Client indemnifies the Indemnified Persons against all Liabilities suffered or incurred as a result of:
- (a) the appointment or nomination of any Advisor, Investment Advisor or custodian appointed or nominated by or on behalf of the Client, and in such circumstances Concept shall have no obligation to monitor the investment performance of any account of or for the Client or any Managed Entity managed or administered by Concept or any other Concept Group Company for or at the request of the Client;

- (b) except to the extent that Concept, where it is responsible under the Services for the appointment of the Investment Advisor or custodian, has acted fraudulently or with wilful misconduct or gross negligence in the appointment (or continued appointment) of the Investment Advisor or custodian:
- (i) any act or omission of, or anything done in reliance on any advice of, any Advisor, Investment Advisor (including the Client where the Client is performing the role of Investment Advisor) or custodian; or
 - (ii) any decisions made or advice given by any Investment Advisor (including the Client where the Client is performing the role of Investment Advisor), and Concept shall have no obligation to review such decisions or advice.

6.3 The releases and indemnities set out in this clause 6 shall survive the termination of the Agreement.

7. Representations and warranties

7.1 The Client represents and warrants to Concept that:

- (a) all information and documentation provided by the Client (or an Advisor on the Client's behalf) to any Concept Group Company (including without limitation in any application form) is true and complete;
- (b) any funds to be transferred to any Concept Group Company by the Client are not derived from any activities that contravene (or would contravene if carried out in Guernsey) anti-money laundering laws or regulations in Guernsey or in any other jurisdiction;
- (c) the Client agrees to provide any information deemed necessary by any Concept Group Company to comply with the Concept Group Company's anti-money laundering, CRS or FATCA programs and related responsibilities from time to time (as more explicitly set out in clause 10);
- (d) the Client has taken such tax advice in such jurisdictions as the Client considers necessary in order to properly consider the tax implications of the Concept Group Companies providing the Services to the Client;
- (e) the Client has read and fully understood the Agreement;
- (f) in respect of each Managed Entity established or administered for or at the request of the Client:
 - (i) all assets introduced to the Managed Entity have been and will be lawfully introduced and none are or will be derived from or connected in any other way with unlawful activities;
 - (ii) the Managed Entity is not and will not be engaged directly or indirectly with any unlawful activity or used for any unlawful purpose;
 - (iii) the Managed Entity will not engage in any activity that requires it to be licensed in any jurisdiction without first obtaining such licence, nor will the Managed Entity act in breach of any conditions attached to any such licence;
 - (iv) the Client will procure that the Managed Entity is at all material times in a position to comply with all filing requirements in all relevant jurisdictions and to discharge all taxes and governmental or regulatory dues wherever payable by it and, where the administering of such filing or payment is not within the Services provided by Concept, to procure that the same is effected directly by the Managed Entity; and
 - (v) the Client shall notify Concept before assigning, selling, creating any security interest in or otherwise disposing of or encumbering any part of the Client's interest in the Managed Entity;
- (g) without limiting paragraph (f) above, in respect of each contribution or transfer to a trust or pension scheme managed or administered by a Concept Group Company, all assets introduced to the Client's account in such trust or pension scheme have been and will be lawfully introduced and none are or will be derived from or connected in any other way with unlawful activities, and the Client shall not assign, sell, create any security interest in or otherwise dispose of or encumber any part of the Client's interest in the trust or pension scheme;
- (h) the Client shall promptly notify Concept of the appointment or nomination of or any change in any Advisor, or in any Investment Advisor appointed or nominated by or on behalf of the Client:
 - (i) where the Client is a company, trust, foundation or partnership:
 - the Client has the necessary power and has obtained all necessary internal authorisations to enter into the Agreement and the parties executing any documents on their behalf are authorised to do so;
 - the Client has provided Concept with a signatory list of the persons authorised to execute documents on behalf of the Client and Concept is entitled to rely on that list until such time as written notice of any change to such list is received by Concept

8. Termination

- 8.1 The Client may terminate the Agreement in respect of Services in accordance with the Engagement Terms, or if the Engagement Terms do not deal with when the Agreement may be terminated then on three month's written notice to Concept.
- 8.2 Concept may terminate the Agreement in respect of Services on one month's written notice to the Client.
- 8.3 Termination of the Agreement in respect of Services will not terminate a separate Agreement or Agreements in respect of other Services unless and until such other Services are terminated in accordance with the relevant Agreement or Agreements relating to those other Services.
- 8.4 Concept reserves the right to cease to provide Services and to terminate the Agreement if an invoice remains outstanding for more than 90 days unless otherwise agreed in writing between Concept and the Client.
- 8.5 Either party may terminate the Agreement with immediate effect by giving written notice to the other party if the other party commits a material breach of the Agreement (including but not limited to a breach of the representations and warranties set out at clause 7 above) and (if such breach is remediable) fails to remedy that breach within 14 days after being notified in writing to do so.
- 8.6 Where an Agreement is terminated and Concept has not received instructions that it considers in its absolute discretion to be adequate, Concept may make such arrangements for the administration of the affairs of the Client or any Managed Entity as it considers necessary which may include (without limitation) finding a replacement service provider or distributing any assets held by a Concept Group Company (whether in a fiduciary capacity or otherwise) to the Client.

9. Complaints

Concept takes all complaints extremely seriously. Any complaints should be directed in writing in the first instance to the Managing Director of Concept. Concept will acknowledge any complaint within five (5) business days of receipt and will respond in accordance with their Complaints Procedure.

10. Anti-money laundering, FATCA etc

10.1 The Client agrees to provide Concept (or any other Concept Group Company) with such due diligence information and documentation as Concept (or any other Concept Group Company) may require to enable it to comply with its obligations under:

- (a) The Criminal Justice (Proceeds of Crime)(Financial Services Businesses)(Bailiwick of Guernsey) Regulations, 2007;
- (b) the Handbook for Financial Service Businesses on Countering Financial Crime and Terrorist Financing;
- (c) the Regulation of Fiduciaries, Administration Businesses and Company Directors etc (Bailiwick of Guernsey) Law 2000.; and
- (d) any other applicable legislation, regulation or guidance from time to time.

10.2 The Client acknowledges and agrees that, notwithstanding Concept's fiduciary obligations, if a Concept Group Company is required to make a suspicious transaction report (STR) or suspicious activity report (SAR) to the relevant Financial Intelligence Unit being the Financial Intelligence Service in Guernsey or any other legal or governmental authority in connection with its provision of Services to the Client, the Concept Group Company will be entitled without giving any explanation to suspend all its transaction obligations to or for the Client or Managed Entity under the Agreement and the Client will release the Indemnified Persons from and indemnify the Indemnified Persons against all Liabilities suffered or incurred by the Indemnified Persons as a result of the Concept Group Company submitting an STR or SAR.

10.3 The Client acknowledges and agrees that Concept (or any other Concept Group Company) may be required by legislation or regulatory rules or by agreement with tax authorities to report certain information about the Client or any Managed Entity (or, if it is a corporate or partnership, about its direct and indirect owners or, if it is a trust, about its beneficiaries) and about the Client's and/or Managed Entity's relationship with Concept (or that other Concept Group Company), including information about its accounts or Managed Entities, such as (but not limited to) the account number, the amount of interest paid or credited, the balance or value, the name, address, country of residence and social security number or taxpayer identification number of the Client or Managed Entity:

- (a) to the tax authorities where Concept (or that other Concept Group Company) provides Services to or for the Client and/or Managed Entity, which may then pass that information to the tax authorities in another country where the Client or Managed Entity may be subject to tax; or
- (b) directly to the tax authorities in other countries (such as the US, UK or France) where Concept (or that other Concept Group Company) reasonably thinks or is required to presume the Client or Managed Entity is subject to tax;

and the Client agrees to provide to Concept (or that other Concept Group Company) such information as it may require to comply with its obligations as set out in this clause.

10.4 The Client acknowledges and agrees that the obligations under clauses 10.1 to 10.3 are continuing obligation and that each Concept Group Company may require such further due diligence information or documentation, or further information, documents or certifications about the Client or Managed Entity's identity, tax residence, nationality and status, as it considers necessary from time to time.

10.5 The Client shall release the Indemnified Persons from and indemnify the Indemnified Persons against all Liabilities suffered or incurred by the Indemnified Persons as a consequence of any false or inadequate information being supplied to them.

10.6 If a Concept Group Company is required by applicable legislation, regulatory rules or guidance, or by agreement with tax authorities, or by any court or judicial process, or by any governmental or regulatory authority, whether in Guernsey or elsewhere, to disclose any information in relation to the Client or a Managed Entity and/or the Client's or Managed Entity's relationship with the Concept Group Company (including but not limited to in accordance with clauses 10.1 to 10.3), then the Client:

- (a) agrees to the Concept Group Company making such disclosures and waives any confidentiality rights under applicable data protection, bank secrecy or similar laws in respect of the information disclosed or obtained from the Client to comply with its obligations; and
- (b) further acknowledges and agrees that neither the Concept Group Company nor any Indemnified Person is liable for any loss or damage which any person may suffer or incur as a consequence of the disclosure.

10.7 The Client acknowledges and agrees that:

- (a) if it does not provide a Concept Group Company with information or documents it needs for the purposes of this clause 10 or otherwise to provide the Services, the Concept Group Company may
 - (i) end the relationship with the Client or the Managed Entity;
 - (ii) withhold payments to or on behalf of or for the benefit of the Client or a Managed Entity; or
 - (iii) close the Client's account or liquidate, dissolve or terminate the Managed Entity; or
 - (iv) transfer the account or Managed Entity to an affiliate in another jurisdiction;
- (b) if it asks a Concept Group Company to make a payment to an account based at a financial institution which does not participate or comply with relevant tax legislation, the Concept Group Company may be required, and the Client authorises each Concept Group Company, to withhold certain amounts from the payment, but will tell the Client if this is the case.

10.8 Where any document provided to a Concept Group Company under this clause is not in English, Concept may arrange for the document to be translated and charge the cost to the Client.

10.9 The provisions of this clause 10 shall survive the termination of the Agreement.

11. Confidentiality

11.1 Concept shall use reasonable endeavours to protect any confidential information concerning the Client and any Managed Entity and shall not disclose such information to any person except as permitted by clause 10, clause 11.2 or clause 12.

- 11.2 Concept may disclose confidential information relating to the Client or a Managed Entity to:
- (a) its officers, directors, officer or employees, representatives or advisers who need to know such information for the purposes of carrying out its obligations under the Agreement, or to any Concept Group Company or any other entity with which Concept has entered into a joint venture arrangement, but on the basis that they will be subject to the same confidentiality obligations as Concept under the Agreement; or
 - (b) any person with the prior authorisation of the Client or the Advisor.

12. Data protection

- 12.1 In relation to any personal data supplied by the Client or any Managed Entity Concept Group Limited is the data controller in accordance with the Data Protection (Bailiwick of Guernsey) Law, 2017, details of which can be found at www.dpr.gov.gg.

When providing personal data the Client is consenting to disclosure of personal data (including sensitive personal data) to any Concept Group Company including outside the Bailiwick of Guernsey or the European Economic Area, and to any Concept Group Company carrying out the actions below:

- (a) providing personal data (including sensitive personal data) to such third parties as the Concept Group Company may consider necessary or desirable to enable the Concept Group Company to carry out their duties under any Agreement, including third parties outside the Bailiwick of Guernsey or the European Economic Area;
 - (b) the transfer of personal data (including sensitive personal data) to the Advisor (including an Advisor outside the Bailiwick of Guernsey or the European Economic Area) where the Concept Group Company considers that it is necessary or desirable for the Advisor to process such information under any delegation agreement or for marketing purposes to promote their services (including by means of electronic communications);
 - (c) the processing of personal data (including sensitive personal data) in connection with credit and money laundering checks;
 - (d) the processing of personal data (including sensitive personal data) for the Concept Group Company's internal administration;
 - (e) the processing of personal data (including sensitive personal data) for the use in marketing activities or promotion of any Services (including by means of electronic, written or telephonic communications).
- 12.2 Cookies that collect personal data may be used on Concept's website. Further information can be found in the cookies policy on Concept's website.
- 12.3 The Client has a right of access to such information. Your right of access can be exercised in accordance with the law. Any request for information should be requested in writing and addressed to the Data Controller. The Client should notify Concept if any of the data held by it is incorrect and needs to be amended.
- 12.4 If at any time the Client wishes any Concept Group Company to cease processing data for marketing purposes, please contact The Data Controller at Concept in writing.
- 12.5 Telephone calls between the Client and any Concept Company may be recorded.

13. Conflicts of interest

Each Concept Group Company reserves the right to provide Services to other Clients and Managed Entities at its absolute discretion, and may charge its usual fees for so doing. No Concept Group Company will be under any obligation to disclose any information received when acting for any Client or Managed Entity to any other Client or Managed Entity.

14. Commissions

Any Concept Group Company may receive commissions or retrocessions (howsoever described) from third parties from time to time in relation to the provisions of Services and shall not be required to account to the Client or any Managed Entity for such commissions or retrocessions, nor shall any Concept Group Company be under any obligation to inform the Client or any Managed Entity of any commissions or retrocessions paid by any Concept Group Company to any third party in respect of the Services, the Client or a Managed Entity, except as expressly agreed in writing with the Client and provided that Concept will comply with any regulatory obligations it may have in respect of the payment or receipt of commissions or retrocessions.

15. Transfers and transmissions of monies

All transfers and transmissions of monies, assets or documents are made at the risk of the Managed Entity and the Client. No Concept Group Company will be liable for any loss, damage or delays in transfer or transmission which is not directly caused by the fraud, wilful misconduct or gross negligence of the party sought to be made liable.

16. Document retention

Each Concept Group Company shall keep and preserve such records and documents as shall be necessary for it to reasonably comply with its obligations under The Regulation of Fiduciaries, Administration Businesses and Company Directors, etc (Bailiwick of Guernsey) Law, 2000, the Code of Practice for Trust Service Providers in Guernsey or any other applicable legislation or regulations, but shall be under no obligation to keep and preserve (and may, but need not, destroy) such records and documents when, in its reasonable opinion, they are no longer subject to such obligations. Each Concept Group Company reserves the right to charge the Managed Entity fees in respect of its retention and preservation of such documentation.

17. Variation

- 17.1 Concept reserves the right to vary these General Terms of Business and any Engagement Terms at any time.

- 17.2 If there is any variation to these General Terms of Business or any Engagement Terms, Concept will:
- (a) publish the varied General Terms of Business on its website at www.cgl.gg;
 - (b) to the extent that any varied Engagement Terms do not relate only to that Client, publish the varied Engagement Terms on its website at www.cgl.gg;
 - (c) give notice of that variation to that Client:
 - (i) where any varied Engagement Terms relate only to that Client; or
 - (ii) to the extent that, in the reasonable opinion of Concept, the variation materially affects the interest of any Client.

18. Miscellaneous

- 18.1 No failure or delay by Concept to exercise any right or remedy provided in the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 18.2 Concept shall not be in breach of the Agreement or liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond Concept's reasonable control.
- 18.3 The Client shall not assign, transfer or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of Concept.
- 18.4 This Agreement shall bind the Client's estate, personal representatives, guardians, heirs or nominated beneficiaries, and any trustees in bankruptcy, liquidators, administrators, receivers or other insolvency officials.
- 18.5 The Agreement constitutes the entire agreement between Concept and the Client and supersedes all previous agreements, arrangements and understandings between them, whether written or oral.
- 18.6 If any court or competent authority finds that any provision or part of any provision of the Agreement is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 18.7 If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19. Governing law and jurisdiction

The Agreement between the Client and Concept when providing Services shall be governed by the laws of the Island of Guernsey and the Client irrevocably submits to the exclusive jurisdiction of the courts of Guernsey.