



QFC TRUST REGULATIONS

VER 2 – DECEMBER 2017



QATAR FINANCIAL CENTRE
REGULATION NO. 12 of 2007
QFC TRUST REGULATIONS

The Minister of Finance hereby enacts the following Regulations pursuant to Article 9 of Law No. (7) of 2005.



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Minister of Finance of the State of Qatar

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Corresponding to: Rabi Al-Thani 6, 1439

CONTENTS

| | |
|---|-----------|
| PART 1 – INTRODUCTION | 6 |
| ARTICLE 1 - Citation..... | 6 |
| ARTICLE 2 - Application | 6 |
| ARTICLE 3 - Commencement..... | 6 |
| ARTICLE 4 - Language | 6 |
| ARTICLE 5 - Interpretation | 6 |
| PART 2 – GENERAL | 7 |
| ARTICLE 6 - Power of QFC Authority and QFC Regulatory Authority to make rules | 7 |
| ARTICLE 7 - Default and mandatory rules | 7 |
| ARTICLE 8 - Common law and principles of equity..... | 8 |
| PART 3–CHOICE OF GOVERNING LAW; PLACE OF ADMINISTRATION | 9 |
| ARTICLE 9 - Governing Law..... | 9 |
| ARTICLE 10 - Provision for change of Governing Law | 9 |
| ARTICLE 11 - Matters determined by Governing Law | 10 |
| ARTICLE 12 - Limitations in Foreign Law | 10 |
| ARTICLE 13 - Heirship Rights | 11 |
| ARTICLE 14 - Foreign Judgments | 11 |
| ARTICLE 15 - Place of administration..... | 11 |
| PART 4 – [INTENTIONALLY OMITTED] | 13 |
| PART 5 –CREATION, VALIDITY AND MODIFICATION OF A QFC TRUST | 14 |
| ARTICLE 16 - Creation of a Trust | 14 |
| ARTICLE 16A – Registration | 14 |
| ARTICLE 17 - Requirements for creation | 15 |
| ARTICLE 18 - Trust purposes..... | 16 |
| ARTICLE 19 - Duration of a Trust | 16 |
| ARTICLE 20 - Validity and invalidity of a Trust | 16 |
| ARTICLE 21 - [INTENTIONALLY OMITTED] | 17 |
| ARTICLE 22 - Purpose Trusts..... | 17 |
| ARTICLE 23 - Variation and revocation of a Trust | 18 |
| ARTICLE 24 - Failure or lapse of interest..... | 19 |
| ARTICLE 25 - Termination of a Trust | 20 |
| ARTICLE 26 - Distribution of Property..... | 20 |
| PART 6 – THE BENEFICIARIES OF A QFC TRUST | 21 |
| ARTICLE 27 - Beneficiaries of a Trust | 21 |
| ARTICLE 28 - Disclaimer | 21 |
| ARTICLE 29 - Interest of Beneficiary and dealings..... | 21 |
| PART 7 – PROTECTIVE TRUSTS AND CREDITORS’ CLAIMS | 22 |
| ARTICLE 30 - Protective Trusts | 22 |
| ARTICLE 31 - Creditors’ claims in relation to a Discretionary Trust | 22 |
| PART 8 –OFFICE OF TRUSTEE | 23 |
| ARTICLE 32 - Accepting or declining Trusteeship..... | 23 |
| ARTICLE 33 - Vacancy in Trusteeship; appointment of a new Trustee | 23 |
| ARTICLE 34 - Resignation of Trustee | 24 |

| | |
|--|-----------|
| ARTICLE 35 - Removal of Trustee by QFC Court or under the terms of the Trust | 24 |
| ARTICLE 36 - Position of outgoing Trustee | 25 |
| ARTICLE 37 - Remuneration of a Trustee | 25 |
| PART 9 – DUTIES AND POWERS OF TRUSTEES..... | 27 |
| CHAPTER 1 – DUTIES OF TRUSTEES..... | 27 |
| ARTICLE 38 - Duty to administer a Trust..... | 27 |
| ARTICLE 39 - Duties of Trustees | 27 |
| ARTICLE 40 - Duties of co-Trustees to act together | 28 |
| ARTICLE 41 - Impartiality of a Trustee | 28 |
| ARTICLE 42 - Cost of administration..... | 29 |
| ARTICLE 43 - Enforcement and defence claims | 29 |
| ARTICLE 44 - Collecting Trust Property | 29 |
| ARTICLE 45 - Duty to inform and report | 29 |
| CHAPTER 2 – GENERAL POWERS OF TRUSTEES | 30 |
| ARTICLE 46 - Powers of Trustee | 30 |
| ARTICLE 47 - Specific powers of Trustees | 30 |
| ARTICLE 48 - Power of accumulation and advancement | 33 |
| ARTICLE 49 - Delegation by a Trustee | 33 |
| ARTICLE 50 - Combination and division of Trusts | 34 |
| PART 10 – LIABILITY OF TRUSTEES AND RIGHTS OF PERSONS DEALING WITH A TRUSTEE..... | 35 |
| ARTICLE 51 - Liability for breach of trust | 35 |
| ARTICLE 52 - Remedies for breach of Trust | 36 |
| ARTICLE 53 - Damages in absence of a breach | 36 |
| ARTICLE 54 - Legal fees and costs | 36 |
| ARTICLE 55 - Limitation of action against Trustee | 37 |
| ARTICLE 56 - Reliance on Trust instrument | 37 |
| ARTICLE 57 - Exculpation of Trustee | 37 |
| ARTICLE 58 - Beneficiary’s consent, release or ratification | 38 |
| ARTICLE 59 - Limitation on personal liability of Trustee | 38 |
| ARTICLE 60 - Protection of Persons dealing with Trustees | 38 |
| PART 11A – THE PROTECTOR..... | 40 |
| ARTICLE 61 - The Protector..... | 40 |
| PART 11B – THE SETTLOR..... | 40 |
| ARTICLE 61A - Reservation of Certain Rights and Powers to the Settlor..... | 40 |
| PART 12 – PROVISIONS APPLICABLE TO A FOREIGN TRUST | 42 |
| ARTICLE 62 - Enforceability of a Foreign Trust..... | 42 |
| PART 13 - PROVISIONS RELATING TO QFC AUTHORITY AND THE REGULATORY AUTHORITY | 43 |
| ARTICLE 63 - Prescribed Forms and Prescribed Fees..... | 43 |
| ARTICLE 64 - General Contraventions..... | 43 |
| ARTICLE 65 - Involvement in Contraventions | 43 |
| ARTICLE 66 - Imposition of Financial Penalties | 44 |
| ARTICLE 66a – Anti-Money Laundering | 44 |
| PART 14 - POWERS OF THE QFC COURT | 45 |

| | |
|---|-----------|
| ARTICLE 67 - Applications to the QFC Court | 45 |
| ARTICLE 68 - Power of the QFC Court to order compliance | 45 |
| ARTICLE 69 - Power of the QFC Court to order amendment of the Terms of the Trust..... | 46 |
| ARTICLE 70 - Power of the QFC Court to give directions..... | 46 |
| ARTICLE 71 - Power of the QFC Court to protect interests under a Trust | 47 |
| ARTICLE 72 - Power of the QFC Court to dismiss or appoint a Trustee | 47 |
| ARTICLE 73 - Power of the QFC Court to take action on behalf of others | 47 |
| ARTICLE 74 - General Power of the QFC Court in respect of orders..... | 47 |
| ARTICLE 75 - Power of the QFC Court to set aside a disposition | 48 |
| ARTICLE 76 - Power of the QFC Court to authorise dealings with Trust Property | 48 |
| PART 15 –INTERPRETATION AND DEFINITIONS | 49 |
| ARTICLE 77 - Interpretation | 49 |
| ARTICLE 78 - Definitions..... | 50 |

PART 1 – INTRODUCTION

ARTICLE 1 - CITATION

These Regulations may be cited as the Trust Regulations 2007.

ARTICLE 2 - APPLICATION

- (1) These Regulations are made by the Minister pursuant to Article 9 of the QFC Law and shall apply in the QFC. To the fullest extent permitted by the QFC Law, the laws, rules and regulations of the State concerning the matters dealt with by or under these Regulations shall not apply in the QFC.
- (2) These Regulations apply to Express Trusts and Trusts created pursuant to law or judgment that requires the Trust to be administered in the manner of an Express Trust.

ARTICLE 3 - COMMENCEMENT

These Regulations shall come into force on the date of their signature by the Minister.

ARTICLE 4 - LANGUAGE

In accordance with Article 9 of the QFC Law, these Regulations are written in the English language and the English text shall be the official original text. Any translation into another language will not be authoritative and in the event of any discrepancy between the English text of these Regulations and any other version, the English text will prevail.

ARTICLE 5 - INTERPRETATION

Words and expressions used in these Regulations and interpretative provisions applying to these Regulations are set out in Part 15.

PART 2 – GENERAL

ARTICLE 6 - POWER OF QFC AUTHORITY AND QFC REGULATORY AUTHORITY TO MAKE RULES

- (1) The QFC Authority and the Regulatory Authority, each within the scope of the jurisdiction, authority or powers conferred upon them may make rules to the extent set out in the QFC Law, these Regulations and any other Regulations conferring powers, duties and functions on the QFC Authority and Regulatory Authority as they deem necessary or appropriate to implement, carry out or enforce these Regulations.
- (2) The provisions of these Regulations shall have no effect to the extent they are excluded by, conflict or are inconsistent with, or otherwise alter the meaning or effect of, any rules made by the Regulatory Authority acting within the scope of its authority under the QFC Financial Services Regulations or any other Regulations enacted with the approval of the Council of Ministers.

ARTICLE 7 - DEFAULT AND MANDATORY RULES

- (1) Except as otherwise provided in the Terms of the Trust, these Regulations govern, among other matters, the duties and powers of a Settlor, Trustee, relations among Trustees and the rights and interests of a Beneficiary.
- (2) The Terms of the Trust prevail over any provision of these Regulations, except for:
 - (A) any provision that deals with or is related to the creation of a Trust, including but not limited to requirements for registration of the Trust;
 - (B) the duty of a Trustee to act in good faith, in accordance with the purposes of the Trust and otherwise consistent with its fiduciary duties;
 - (C) the requirement that a Trust and its terms be for the benefit of its Beneficiaries, and that the Trust have a purpose that is lawful, not contrary to public policy, and possible to achieve;
 - (D) the power of the QFC Court to give directions to a Trustee or any other Person and modify or terminate a Trust in accordance with these Regulations;
 - (E) the effect of a Protective Trust as provided in Part 7;
 - (F) the power of the QFC Court under Article 37 to adjust a Trustee's compensation specified in the Terms of the Trust which is unreasonably low or unreasonably high;
 - (G) the effect of an exculpatory term under Article 57;
 - (H) the rights under Articles 60, 61 and 61A of a Person other than a Trustee or Beneficiary;
 - (I) periods of limitation for commencing a judicial proceeding;

- (J) the power of the QFC Court to take such action and exercise such jurisdiction as may be necessary in the interests of justice;
- (K) the relevant requirements of a QFC Trust and provisions relating to the QFC Authority and Regulatory Authority in Part 13; and
- (L) the exclusive jurisdiction of the QFC Court under Part 14.

ARTICLE 8 - COMMON LAW AND PRINCIPLES OF EQUITY

- (1) The common law of Trusts and principles of equity applicable in England and Wales supplement these Regulations, except to the extent modified by these Regulations or any other Regulations.
- (2) The statute law of England and Wales applicable to Trusts does not, except to the extent it is replicated in these Regulations, apply in the QFC.

PART 3–CHOICE OF GOVERNING LAW; PLACE OF ADMINISTRATION

ARTICLE 9 - GOVERNING LAW

- (1) If the Trust Instrument explicitly specifies the law of a particular jurisdiction as the Trust's governing law, that specification is conclusive unless the specified law is incapable of applying.
- (2) If the Trust Instrument contains no such explicit specification or if the specified law is incapable of applying, but the instrument necessarily implies that the law of a particular jurisdiction is the Trust's governing law, that so implied law is the governing law of the Trust.
- (3) If the Trust Instrument contains no such explicit specification or if the specified law is incapable of applying, and there is no such necessary implication from the instrument or the implied law is incapable of applying, the Trust's governing law is the law of the jurisdiction that is most closely connected with the Trust.
- (4) In deciding what jurisdiction is most closely connected with the Trust, the following may be taken into account:
 - (A) where the Trust is to be administered;
 - (B) where the Trust Property is located;
 - (C) the domicile and usual address of the Settlor and the Trustee;
 - (D) the domicile and usual address of the Beneficiary;
 - (E) the objects of the Trust and where those objects are to be fulfilled; and
 - (F) any other relevant matter.
- (5) A law is incapable of applying to a Trust if the law does not provide for the kind of Trust.

ARTICLE 10 - PROVISION FOR CHANGE OF GOVERNING LAW

- (1) Where a term of a Trust so provides, the Governing Law may be changed to or from the laws of the QFC, in the manner prescribed by the Terms of the Trust, if:
 - (A) in the case of a change to the laws of the QFC by a Trust, such change is recognised by the Governing Law previously in effect; or
 - (B) in the case of a change from the laws of the QFC to a new Governing Law, the new Governing Law would recognise the validity of the Trust and either all the powers and provisions of the Trust remain enforceable, capable of being exercised and so taking effect or, prior to the change, the Trustee obtains the approval of the QFC Court to the change.

- (2) Where the Governing Law of the Trust changes to the laws of the QFC, that Trust will for all purposes be a QFC Trust.
- (3) A change in the Governing Law will not affect the legality or validity of, or render any Person liable for, anything done before the change.
- (4) If a Trust becomes a QFC Trust, the Trustee may:
 - (A) exercise any power conferred on the Trustee to postpone the date of termination of the Trust without reference to any limitations expressed on that power by reference to a termination or perpetuity period of any other jurisdiction; and
 - (B) if no power is conferred on the Trustee to postpone the date of the termination of the Trust, apply to the QFC Court for an order to confer such power.

ARTICLE 11 - MATTERS DETERMINED BY GOVERNING LAW

- (1) Subject to Article 11(2), all matters arising in regard to a Trust which is for the time being governed by the laws of the QFC or in regard to any disposition of Property upon the Trust will be determined in accordance with the laws of the QFC and without reference to any Foreign Law.
- (2) Subject to Articles 12, 13 and 14, Article 11(1) will:
 - (A) not validate any disposition of Property which is neither owned by the Settlor nor is the subject of a power in that behalf vested in the Settlor;
 - (B) not validate any Trust or disposition of immovable Property situated in a jurisdiction in which such Trust or disposition is invalid according to the laws of such jurisdiction;
 - (C) not validate any testamentary Trust or disposition which is invalid according to the laws of the testator's last domicile;
 - (D) not affect the recognition of Foreign Laws in determining whether the Settlor is or was the owner of the settled Property or is or was the holder of a power to dispose of such Property;
 - (E) not affect the recognition of the laws of its place of incorporation in relation to the capacity of a corporation; and
 - (F) not affect the recognition of Foreign Laws prescribing generally, without reference to the existence or Terms of the Trust, the formalities for the disposition of Property.

ARTICLE 12 - LIMITATIONS IN FOREIGN LAW

- (1) Unless the Settlor has acted in bad faith, none of the matters in Article 12(2) will:
 - (A) render void, voidable or defective:

- (i) a Trust governed by the laws of the QFC;
 - (ii) a disposition of Property to be held in Trust that is valid under the laws of the QFC;
 - (B) affect the capacity of a Settlor or disposition;
 - (C) deprive a Trustee or Beneficiary, or any other Person, of any right under a Trust or disposition; or
 - (D) make a Trustee or Beneficiary, or any other Person, liable under a Trust or disposition.
- (2) The reasons under Article 12(1) that may not be relied on are the following:
- (A) that the laws of a foreign jurisdiction prohibit or do not recognise the concept of a Trust;
 - (B) that the Trust or disposition voids or defeats any rights, claims or interest conferred by a Foreign Law upon a Person because of a personal relationship with the Settlor or any Beneficiary or by way of Heirship Rights; or
 - (C) that the Trust or disposition contravenes a Foreign Law or a foreign judicial or administrative order, arbitration award or action intended to recognise or give effect to a right, claim or interest referred to in Article 12(2)(B).

ARTICLE 13 - HEIRSHIP RIGHTS

To the extent permitted by the laws of the QFC, an Heirship Right conferred by Foreign Law, including laws of the State, in relation to the Property of a living Person will not be recognised as affecting the ownership of immovable Property in the State and movable Property wherever it is situated for the purposes of Article 11(2)(A) and (B) or for any other purpose.

ARTICLE 14 - FOREIGN JUDGMENTS

The judgment of a court in a jurisdiction outside the QFC will not be recognised or enforced or give rise to any estoppels insofar as it is inconsistent with Articles 12 and 13.

ARTICLE 15 - PLACE OF ADMINISTRATION

- (1) The Terms of the Trust designating the place of administration are valid and conclusive if:
- (A) a Trustee's principal place of business is located in or a Trustee is a resident of the designated place of administration; or
 - (B) all or part of the administration occurs in the designated place of administration.
- (2) A Trustee is under a continuing duty to administer the Trust at a place appropriate to its purposes, its administration, and the interests of the Beneficiaries or in furtherance of its purposes and in accordance with the Terms of the Trust.

- (3) Without precluding the right of the QFC Court to order, approve, or disapprove a transfer in furtherance of the duty prescribed in Article 15(2), the Trustee may transfer the Trust's place of administration to another jurisdiction outside the QFC.
- (4) In connection with a transfer of the Trust's place of administration, the Trustee may transfer some or all of the Trust Property to a successor Trustee designated in the Terms of the Trust.

PART 4 – [INTENTIONALLY OMITTED]

PART 5 – CREATION, VALIDITY AND MODIFICATION OF A QFC TRUST

ARTICLE 16 - CREATION OF A TRUST

- (1) A Trust is a legally binding relationship created by a Settlor through which Trust Property is held in the name of the Trustee (or another Person on behalf of the Trustee) who exercises, in relation to the Property, duties and powers in accordance with the Governing Law of the Trust and the Terms of the Trust for either or both of the following:
 - (A) the benefit of a Beneficiary whether or not yet ascertained or in existence;
 - (B) any valid purpose that is not for the sole benefit of the Trustee.
- (2) Without prejudice to the provisions of Article 16(1), a Trust will have the following characteristics:
 - (A) the Trust Property constitutes a separate fund and is not a part of the Trustee's own estate;
 - (B) title to the Trust Property is held in the name of the Trustee or is held in the name of another Person on behalf of the Trustee; and
 - (C) the Trustee has the power and the duty to manage, employ or dispose of the Trust Property in accordance with the Terms of the Trust and the duties imposed upon it by any applicable law.
- (3) A Trust may be created by:
 - (A) transfer of Property to another Person as Trustee during the Settlor's lifetime or by will or other disposition taking effect upon the Settlor's death, provided that such disposition is not contrary to applicable Sharia law;
 - (B) the transfer of Property from one Trust to another;
 - (C) declaration by the owner of Property that the owner holds identifiable Property as Trustee; or
 - (D) exercise of a power of appointment in favour of a Trustee.
- (4) A Trust must come into existence by an instrument in writing including a will or codicil.
- (5) A Trustee may sue and be sued in its capacity as Trustee and may appear before any court or any Person acting in an official capacity.

ARTICLE 16A – REGISTRATION

- (1) No Trust is established, valid and binding under these Regulations unless it is registered with the QFC Authority and details of which are included in the Register.

- (2) A Person must apply for the registration of a Trust by signing and providing the QFC Authority with the Prescribed Form together with such other documents and pay the Prescribed Fees as may be specified by the QFC Authority.
- (3) The application must be made by any Person who will become a Trustee of the Trust on its registration.
- (4) A Trust must at all times have at least one (1) Trustee. Details of the Trustee must be included in the Register and the Trustee must ensure that such details are at all times accurate and up to date.
- (5) A Trustee of any Pre-Existing Trust must ensure that it registers such Trust with the QFC Authority and brings the Trust into compliance with these Regulations within one hundred and eighty (180) days of the commencement date of these Regulations. A failure to register any such Trust within the period stipulated herein will invalidate such Trust and render its terms unenforceable.
- (6) On registration of a Trust, the QFC Authority must:
 - (A) issue a certificate confirming that the Trust is registered as a Trust with the name specified in the certificate and with effect from the date of the certificate;
 - (B) allocate to the Trust a registration number; and
 - (C) enter in the Register:
 - (1) the name and registered number of the Trust;
 - (2) the objects of the Trust; and
 - (3) the names of the Trustees.
- (7) A certificate of registration is conclusive evidence of the registration of the Trust with the name specified in it and that the registration process has been complied with.
- (8) The QFC Authority must maintain a Register of Trusts.
- (9) The QFC Authority must not make available to the public any information in the Register (unless such information is contained in the certificate of registration) except on terms it considers appropriate and pursuant to:
 - (A) a statutory obligation; or
 - (B) a court order.

ARTICLE 17 - REQUIREMENTS FOR CREATION

- (1) A Trust is created if:
 - (A) the Settlor has the capacity to create a Trust;
 - (B) the Settlor indicates an intention to create the Trust;

- (C) the Trust either:
 - (i) has a definite Beneficiary; or
 - (ii) is a purpose Trust, as provided for in Article 22;
 - (D) the Trustee holds or has vested in it Property for the benefit of a Beneficiary or for a purpose;
 - (E) the Trustee has duties to perform; and
 - (F) the same Person is not the sole Trustee and sole Beneficiary.
- (2) A Beneficiary is definite if the Beneficiary can be ascertained now or in the future.
- (3) A Trust may have at the same time a definite Beneficiary and a purpose.

ARTICLE 18 - TRUST PURPOSES

- (1) A Trust may only be created to the extent its purposes are sufficiently certain to allow the Trust to be carried out, lawful in the QFC and not contrary to public policy.
- (2) A Trust and its terms must be for the benefit of its Beneficiaries or in furtherance and support of its purposes.

ARTICLE 19 - DURATION OF A TRUST

- (1) A Trust may continue indefinitely or terminate in accordance with these Regulations or in accordance with the Terms of the Trust.
- (2) No rule against perpetuities or excessive accumulations shall apply to a Trust or to any advancement, appointment, payment or application of assets from a Trust.
- (3) Except where the terms of a Trust provide to the contrary, any advancement, appointment, payment or application of assets from that Trust to another Trust shall be valid even if that other Trust may continue after the date by which the first Trust must terminate.

ARTICLE 20 - VALIDITY AND INVALIDITY OF A TRUST

- (1) Subject to Article 20(2) and 20(3), a Trust is valid and enforceable in accordance with its terms.
- (2) A Trust is invalid to the extent that:
 - (A) it purports to do anything which is contrary to the laws of the QFC;
 - (B) it is created for the predominant purpose of avoiding obligations under any other law or regulations;

- (C) it is created for a purpose in relation to which there is no Beneficiary unless it complies with Article 22;
 - (D) its creation was induced by fraud, duress, mistake, undue influence or misrepresentation;
 - (E) the Trust is immoral or contrary to public policy; or
 - (F) the Terms of the Trust are so uncertain that its performance is rendered impossible.
- (3) Where a Trust is created for two or more purposes of which some are lawful and others are unlawful:
- (A) if those purposes cannot be separated the Trust is invalid; or
 - (B) where those purposes can be separated the QFC Court may declare that the Trust is valid as to the purposes which are lawful; or the Property as to which a Trust is wholly or partially invalid will revert to the Person who provided the Property (or its heirs and successors).

ARTICLE 21 - [INTENTIONALLY OMITTED]

ARTICLE 22 - PURPOSE TRUSTS

- (1) A Trust will not be invalid by reason of Article 20(2)(C) if the Terms of the Trust provide for the appointment of an Enforcer in relation to its purposes and for the appointment of a new Enforcer at any time when there is none.
- (2) Subject to Article 22(1), a Trust may be declared by a Trust Instrument for a non-charitable purpose, including the purpose of holding or investing in shares in any Person or any other assets constituting the Trust Property, if:
 - (A) the purpose is possible and sufficiently certain to allow the Trust to be carried out;
 - (B) the purpose is not contrary to public policy or unlawful under the laws of the QFC; or
 - (C) the Trust Instrument specifies the event upon the happening of which the Trust terminates and provides for the disposition of surplus assets of the Trust upon its termination.
- (3) It is the duty of an Enforcer to take reasonable steps to ensure that the Trust is enforced in relation to its purposes.
- (4) The appointment of a Person as Enforcer of a Trust in relation to its purposes will not have effect if it is also a Trustee of the Trust or has a conflict of interest.
- (5) Except as permitted by these Regulations or expressly provided by the Terms of the Trust, or with the approval of the QFC Court, an Enforcer must not:

- (A) directly or indirectly profit from its appointment;
 - (B) cause or permit any other Person to profit directly or indirectly from such appointment; or
 - (C) on its own account, enter into any transaction with the Trustees or relating to the Trust Property which may result in profit to it or the Trustee.
- (6) Subject to Article 22(7), an Enforcer may resign its office by notice in writing delivered to the Trustee. Such resignation will take effect upon delivery of notice.
- (7) A resignation given in order to facilitate a breach of trust will be of no effect.
- (8) An Enforcer will cease to be an Enforcer of the Trust in relation to its purposes immediately upon:
- (A) the Enforcer's removal from office by the QFC Court;
 - (B) the Enforcer's resignation becoming effective;
 - (C) the coming into effect of a provision in the Terms of the Trust under which the Enforcer is removed from office or otherwise ceases to hold office; or
 - (D) the Enforcer's appointment as a Trustee of the Trust.
- (9) Where required, a Trustee must at any time when there is no Enforcer, take such steps as may be necessary to secure the appointment of a new Enforcer.
- (10) Where the Trustee has reason to believe that the Enforcer in relation to such purposes is unwilling or refuses to act, or is unfit to act or incapable of acting, the Trustee must apply to the QFC Court for the removal of the Enforcer and the appointment of a replacement.
- (11) The Trustee must apply to the QFC Court for the appointment of a new Enforcer where such an appointment is not possible under the Trust Instrument or the Enforcer is unwilling or refuses to act within 30 days of becoming aware there is no Person willing and able to act as the Enforcer.
- (12) If the Trustee does not make an application in accordance with Article 22(11), the Trustee will contravene a relevant requirement.

ARTICLE 23 - VARIATION AND REVOCATION OF A TRUST

- (1) A Trust may expressly provide that:
- (A) its terms are capable of variation; or
 - (B) the Trust itself or a power exercisable under the Trust is revocable either in whole or in part.

- (2) Where a Trust provides that the Terms of the Trust may be varied, such power to vary is without prejudice to the power vested in the QFC Court by these Regulations for the variation of the Terms of the Trust.
- (3) No variation of the Terms of the Trust or revocation of a Trust or a power exercisable under a Trust will prejudice anything lawfully done by a Trustee in relation to a Trust prior to it receiving a notice of such variation or revocation.
- (4) A Trust may only be revoked by an order of the QFC Court. Where a Trust is revoked, either in whole or in part, the Trustee must hold and deal with the Trust Property affected by the revocation in accordance with the direction of the QFC Court. The Trustee must provide details of the order of the QFC Court to the QFC Authority
- (5) For the purposes of this Article, the "Settlor" is the particular Person who provided the Property which is the subject of revocation.
- (6) The QFC Court may vary the Terms of the Trust:
 - (A) even if unambiguous, to conform the terms to the Settlor's intention if it is provided by clear and convincing evidence that both the Settlor's intent and the Terms of the Trust were affected by a mistake of fact or law, whether in expression or inducement;
 - (B) if, because of circumstances not anticipated by the Settlor, modification will further the purpose of the Trust; or
 - (C) if continuation of the Trust on its existing terms would be impractical or wasteful or impair the Trust's administration.
- (7) An application under this Article may be made by a Settlor, a Trustee, a Beneficiary, or an Interested Person.

ARTICLE 24 - FAILURE OR LAPSE OF INTEREST

- (1) Subject to the Terms of the Trust and to any order of the QFC Court, the Trust Property or interest under the Trust must be held by the Trustee for the Settlor absolutely or if the Settlor is dead, for the Settlor's personal representatives or estate where:
 - (A) the interest in question lapses;
 - (B) the Trust Property is vested in a Person otherwise than for its sole benefit but the Trusts upon which it is to hold the Property are not declared or communicated to it; or
 - (C) the Trust terminates otherwise than in accordance with Article 25(1)(D).
- (2) For the purposes of this Article, the "Settlor" is the particular Person who provided the Property affected by the failure or lapse.

ARTICLE 25 - TERMINATION OF A TRUST

- (1) Without prejudice to the powers of the QFC Court under these Regulations, a Trust terminates:
 - (A) if the Trust is revoked pursuant to an order of the QFC Court or expires pursuant to its terms;
 - (B) if there is no Beneficiary or Person who can become a Beneficiary in accordance with the Terms of the Trust or if no purpose of the Trust remains to be achieved;
 - (C) if the purposes of the Trust have become unlawful, or impossible to achieve; or
 - (D) notwithstanding the Terms of the Trust, upon consent of all the Beneficiaries in existence who have been ascertained and none of whom is a Minor or a Person under a legal disability.
- (2) The QFC Court may terminate a Trust:
 - (A) because of circumstances not anticipated by the Settlor, if termination will further the purposes of the Trust; or
 - (B) if the value of the Trust Property is insufficient to justify the cost of administration.
- (3) An application to the QFC Court under this Article may be made by a Settlor, a Trustee, a Beneficiary, or any Interested Person, as the case may be.

ARTICLE 26 - DISTRIBUTION OF PROPERTY

- (1) Without prejudice to the powers of the QFC Court under Article 26(3), on the termination of the Trust, the Trustee must distribute the Trust Property to the Persons entitled to such Property within a reasonable time and in accordance with the Terms of the Trust.
- (2) The Trustee may retain sufficient assets or obtain satisfactory security to make reasonable provision for liabilities, whether existing, future, contingent or otherwise, before distributing the Trust Property under Article 26(1).
- (3) The QFC Court may, on the termination of a Trust or at any time thereafter, upon an application made by a Trustee, any Beneficiary or any Interested Person:
 - (A) require the Trustee to distribute the Trust Property;
 - (B) direct the Trustee not to distribute the Trust Property; or
 - (C) make such other order as it thinks fit.

PART 6 – THE BENEFICIARIES OF A QFC TRUST

ARTICLE 27 - BENEFICIARIES OF A TRUST

- (1) A Beneficiary must be:
 - (A) identifiable by name; or
 - (B) ascertainable by reference to:
 - (i) a class; or
 - (ii) a relationship to some Person whether or not living at the time of the creation of the Trust or at the time which under the Terms of the Trust is the time by reference to which members of a class are to be determined.
- (2) The Terms of the Trust may provide for the addition of a Person as a Beneficiary or the exclusion of a Beneficiary from benefit.
- (3) Provided that the same Person is not the sole Trustee and sole Beneficiary, a Settlor or a Trustee of a Trust may also be a Beneficiary of a Trust.

ARTICLE 28 - DISCLAIMER

- (1) A Beneficiary may disclaim its whole interest.
- (2) A disclaimer made under Article 28(1) must be in writing and must be irrevocable.
- (3) Subject to the Terms of the Trust, a Beneficiary under a Trust may disclaim part of its interest, whether or not it has received some benefit from its interest.
- (4) A disclaimer made under Article 28(3) may, subject to the Terms of the Trust, be revocable and it must be exercisable in the manner and under the circumstances so expressed.

ARTICLE 29 - INTEREST OF BENEFICIARY AND DEALINGS

- (1) The interest of a Beneficiary will constitute movable Property.
- (2) Subject to the Terms of the Trust, a Beneficiary may, by instrument in writing, sell, charge, transfer or otherwise deal with its interest in any manner.

PART 7 – PROTECTIVE TRUSTS AND CREDITORS’ CLAIMS

ARTICLE 30 - PROTECTIVE TRUSTS

- (1) The Terms of the Trust may make the interest of the Beneficiary liable to termination.
- (2) Without prejudice to the generality of Article 30(1), the Terms of the Trust may make the interest of a Beneficiary in the Income or capital of the Trust Property subject to:
 - (A) a restriction on alienation or disposal in whole or in part; or
 - (B) a diminution or termination in the event of the Beneficiary becoming bankrupt or any of its Property becoming liable to sequestration for the benefit of its creditors.
- (3) A Trust under which the interest of a Beneficiary is subject to restriction, diminution or termination under Article 30(2) is a Protective Trust.
- (4) A provision in the Terms of the Trust requiring the interest of a Beneficiary in the Trust Property to be held upon a Protective Trust must be construed as a requirement that the interest of the Beneficiary be subject to restriction, diminution or termination as mentioned in Article 30(2).

ARTICLE 31 - CREDITORS’ CLAIMS IN RELATION TO A DISCRETIONARY TRUST

- (1) In the case of a Discretionary Trust, whether or not such Trust contains a protective provision, a creditor of a Beneficiary may not compel a distribution that is subject to the Trustee’s discretion, even if:
 - (A) the discretion is expressed in the form of a standard of distribution; or
 - (B) the Trustee has abused the discretion.
- (2) To the extent a Trustee has not complied with a standard of distribution or has abused a discretion:
 - (A) a distribution may be ordered by the QFC Court to satisfy a judgment or QFC Court order against the Beneficiary for support or maintenance of that Beneficiary’s child, spouse or former spouse; and
 - (B) the QFC Court must direct the Trustee to pay to the child, spouse, or former spouse such amount as is equitable under the circumstances but not more than the amount the Trustee would have been required to distribute to or for the benefit of the Beneficiary had the Trustee complied with the standard of distribution or not abused the discretion.

PART 8 –OFFICE OF TRUSTEE

ARTICLE 32 - ACCEPTING OR DECLINING TRUSTEESHIP

- (1) Except as otherwise provided in Article 32(3) a Person designated as Trustee accepts the trusteeship:
 - (A) by substantially complying with a method of acceptance provided in the Terms of the Trust; or
 - (B) if the Terms of the Trust do not provide a method or the method provided in the terms is not expressly made exclusive, by accepting delivery of the Trust Property, exercising powers or performing duties as Trustee, or otherwise indicating acceptance of the trusteeship.
- (2) A Person designated as Trustee who has not yet accepted the trusteeship may decline the trusteeship. A designated Trustee who does not accept the trusteeship within a reasonable amount of time after knowing of the designation is deemed to have rejected the trusteeship.
- (3) A Person designated as a Trustee, without accepting the trusteeship, may without liability for loss:
 - (A) act to preserve the Trust Property if, within a reasonable time after acting, it sends a written rejection of the trusteeship to the Settlor or, if the Settlor is dead or lacks capacity, to a named Beneficiary;
 - (B) inspect or investigate the Trust Property to determine potential liability under any other law or for any other purpose; or
 - (C) apply to the QFC Court for directions or advice.
- (4) A Person who knowingly does any act or thing in relation to the Trust Property consistent with the status of a Trustee of that Property will be deemed to have accepted appointment as a Trustee, but it will not be remunerated for acting in such capacity as provided in Article 37, unless the Trustee appointed under the Terms of the Trust otherwise agrees.

ARTICLE 33 - VACANCY IN TRUSTEESHIP; APPOINTMENT OF A NEW TRUSTEE

- (1) A vacancy in a trusteeship occurs if:
 - (A) a Person designated as Trustee rejects the trusteeship;
 - (B) a Person designated as Trustee cannot be identified or does not exist;
 - (C) a Trustee resigns;
 - (D) a Trustee is removed;

- (E) a Trustee dies; or
 - (F) a guardian is appointed for an individual serving as Trustee.
- (2) Where the Terms of the Trust contain no provision for the appointment of a new Trustee, the Trustee for the time being may appoint a new Trustee or failing that the QFC Court may appoint a new Trustee.
 - (3) Subject to the Terms of the Trust, a Trustee appointed under this Article will have the same powers, discretions and duties and may act as if it had been originally appointed a Trustee.
 - (4) A Trustee having power to appoint a new Trustee who fails to exercise such power may be removed from office by the QFC Court and the QFC Court may appoint a new Trustee.
 - (5) If one or more co-Trustees remain in office, a vacancy in a trusteeship need not be filled.
 - (6) A vacancy in trusteeship must be filled if the Trust has no remaining Trustee.
 - (7) Where there is no Trustee a Trust will not fail on that account.
 - (8) If a new Trustee is appointed, details of such new Trustee must be entered into the Register within five (5) days of such appointment by such new Trustee.

ARTICLE 34 - RESIGNATION OF TRUSTEE

- (1) Subject to the Terms of the Trust, a Trustee may resign its office:
 - (A) by giving at least thirty (30) days' notice in writing to the Beneficiaries, the Settlor, if living, and all its co-Trustees. Such resignation will take effect upon the expiry of such thirty (30) day notice period or such earlier date as may be agreed between the Trustee resigning and the Settlor, if living, and its co-Trustees;
 - (B) with the approval of the QFC Court; or
 - (C) otherwise in accordance with the Terms of the Trust.
- (2) A resignation given in order to facilitate a breach of trust will have no effect.

ARTICLE 35 - REMOVAL OF TRUSTEE BY QFC COURT OR UNDER THE TERMS OF THE TRUST

- (1) The Settlor, an Enforcer, a co-Trustee, a Beneficiary, the QFC Authority or the Regulatory Authority may apply to the QFC Court to remove a Trustee, or a Trustee may be removed by the QFC Court on its own initiative.
- (2) The QFC Court may remove a Trustee:
 - (A) if the Trustee has committed a breach of trust;

- (B) if lack of cooperation among co-Trustees substantially impairs the administration of the Trust;
 - (C) because of unfitness, unwillingness, or persistent failure of the Trustee to administer the Trust and if the QFC Court determines that removal of the Trustee is in the best interests of the Beneficiaries; or
 - (D) if there has been a substantial change of circumstances or removal is requested by all of the Beneficiaries and the QFC Court finds that removal of the Trustee is in the best interests of all the Beneficiaries and is not inconsistent with a material purpose of the Trust, and a suitable co-Trustee or successor Trustee is available.
- (3) Pending a final decision on a request to remove a Trustee, or in lieu of or in addition to removing a Trustee, the QFC Court may order an appropriate relief under Article 52.

ARTICLE 36 - POSITION OF OUTGOING TRUSTEE

- (1) A Trustee who resigns or is removed must expeditiously deliver the Trust Property within the Trustee's possession to the co-Trustee, successor Trustee or other Person entitled to it.
- (2) Unless a co-Trustee remains in office or the QFC Court otherwise orders, and until the Trust Property is delivered to a successor Trustee or other Person entitled to it, a Trustee who has resigned or been removed has the duties of a Trustee and the powers necessary to protect the Property.
- (3) A Trustee who resigns or is removed may require to be provided with reasonable security for liabilities whether existing, future, contingent or otherwise before surrendering the Trust Property.
- (4) A Trustee who resigns or is removed and has complied with Article 36(1) will be released from liability to any Beneficiary, Trustee or Person interested under the Trust for any act or omission in relation to the Trust Property or the Trustee's duty as a Trustee except liability:
 - (A) arising from any breach of trust to which such Trustee was a party or to which the Trustee was privy; or
 - (B) in respect of actions to recover from such Trustee the Trust Property or the proceeds of the Trust Property in the possession of such Trustee.

ARTICLE 37 - REMUNERATION OF A TRUSTEE

- (1) Unless authorised by:
 - (A) the Terms of the Trust;
 - (B) the consent in writing of all of the Beneficiaries; or
 - (C) an order of the QFC Court;

a Trustee will not be entitled to remuneration for its services.

- (2) If the Terms of the Trust specify the Trustee's remuneration, the Trustee is entitled to be remunerated as specified, but the QFC Court may allow more or less remuneration if:
 - (A) the duties of the Trustee are substantially different from those contemplated when the Trust was created; or
 - (B) the remuneration specified by the Terms of the Trust would be unreasonably low or unreasonably high.
- (3) A Trustee may reimburse itself out of the Trust Property or pay out of the Trust all expenses and liabilities properly incurred in connection with the administration of the Trust.

PART 9 – DUTIES AND POWERS OF TRUSTEES

CHAPTER 1 – DUTIES OF TRUSTEES

ARTICLE 38 - DUTY TO ADMINISTER A TRUST

- (1) Upon acceptance of a trusteeship, the Trustee must in the execution of its duties and in the exercise of its powers and discretions:
 - (A) act with due diligence as would a prudent Person to the best of its ability and skill; and
 - (B) observe the utmost good faith;in accordance with the terms and purposes of the Trust and these Regulations.
- (2) A Trustee must administer the Trust solely in the interest of the Beneficiaries or in furtherance or support of the purposes of the Trust.
- (3) Subject to such further requirements as may be prescribed by the Rules, a Trustee must be:
 - (A) a Licensed Firm that is a DNFBP;
 - (B) an Authorised Firm; or
 - (C) a Person approved by the QFC Authority that is duly licensed or authorised in a jurisdiction outside of the QFC and is subject to adequate requirements in respect of anti-money laundering and counter terrorism financing, by the laws applicable to the Person.

[Guidance Note: A Licensed Firm or an Authorised Firm that wishes to carry out the provision of administration of trusts by way of business, must be licensed or authorised to do so.]

ARTICLE 39 - DUTIES OF TRUSTEES

- (1) Subject to the Terms of the Trust, a Trustee must so far as is reasonably practical preserve the value of the Trust Property.
- (2) Except with the approval of the QFC Court or as permitted by these Regulations or expressly provided by the Terms of the Trust, a Trustee must not:
 - (A) directly or indirectly profit from its trusteeship;
 - (B) cause or permit any other Person to profit directly or indirectly from such trusteeship; or
 - (C) on its own account enter into any transaction with the Trustees or relating to the Trust Property which may result in such profit.

- (3) Subject to Article 60, a sale, encumbrance, or other transaction involving the investment or management of the Trust Property entered into by the Trustee for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests is voidable by a Beneficiary affected by the transaction unless:
 - (A) the transaction was authorised by the Terms of the Trust;
 - (B) the transaction was approved by the QFC Court;
 - (C) the Beneficiary did not commence judicial proceedings within the time allowed by Article 55; or
 - (D) the Beneficiary consented to the Trustee's conduct or ratified the transaction.
- (4) A Trustee must keep accurate accounts and records of its trusteeship. Such accounts and records must be maintained for a period of five (5) years from the date that the Trustee ceases to be trustee.
- (5) A Trustee must keep Trust Property separate from its personal property and separately identifiable from any other property of which it is a Trustee.
- (6) A Trustee must disclose its capacity as a Trustee in all business relationships entered into with a financial institution or a DNFBP.
- (7) A Trustee must maintain current and up-to-date information about the identity of the Settlor, the Trustee, the Beneficiary or class of Beneficiaries, the Protector, and details of any other Person who exercises Control over the Trust, as well as service providers.
- (8) Where any of the parties set out in Article 39(7) is a legal entity, the Trustee must maintain current up-to-date information about the identity of the ultimate Beneficial Owner of such legal entity.

ARTICLE 40 - DUTIES OF CO-TRUSTEES TO ACT TOGETHER

- (1) Subject to the Terms of the Trust, where there is more than one Trustee all the Trustees must join in performing the Trust.
- (2) Subject to Article 40(3), where there is more than one Trustee no power or discretion given to the Trustees must be exercised unless all the Trustees agree on its exercise.
- (3) The Terms of the Trust may empower the Trustees to act by a majority but a Trustee who dissents from a decision of the majority of the Trustees may require its dissent to be recorded in writing.

ARTICLE 41 - IMPARTIALITY OF A TRUSTEE

Subject to the Terms of the Trust, where there is more than one Beneficiary, or more than one purpose, the Trustee must act impartially and must not execute the Trust for the advantage of one at the expense of the other.

ARTICLE 42 - COST OF ADMINISTRATION

In administering a Trust, the Trustee may incur only costs that are reasonable in relation to the Trust Property, the purposes of the Trust and the skills of the Trustee.

ARTICLE 43 - ENFORCEMENT AND DEFENCE CLAIMS

A Trustee must take reasonable steps to enforce claims of the Trust and to defend claims against the Trust.

ARTICLE 44 - COLLECTING TRUST PROPERTY

A Trustee must take reasonable steps to compel a former Trustee or other Person to deliver the Trust Property to the Trustee, and, subject to the Terms of the Trust, to redress a breach of trust known to the Trustee to have been committed by a former Trustee.

ARTICLE 45 - DUTY TO INFORM AND REPORT

- (1) Subject to the Terms of the Trust and any order of the QFC Court, a Trustee must, on application in writing by a Beneficiary, disclose to the Beneficiary all documents which relate to or form part of the accounts of the Trust.
- (2) A Trustee is not required to disclose to any Person, any document which:
 - (A) discloses its deliberations as to the manner in which it has exercised a power or discretion or performed a duty conferred upon it;
 - (B) discloses the reason for any particular exercise of such power or discretion or performance of duty or the material upon which such reason was or might have been based; or
 - (C) relates to the exercise or proposed exercise of such power or discretion or the performance or proposed performance of such duty.
- (3) Notwithstanding the Terms of the Trust:
 - (A) the QFC Court may on application made to it declare that in the particular circumstances of the Trust, its terms do not render the Trustees sufficiently or appropriately accountable to one or more Beneficiaries; and
 - (B) the QFC Court may pursuant to such declaration extend or restrict the rights of all or any Beneficiaries to information regarding the Trust or may make such other order as it thinks fit.

CHAPTER 2 – GENERAL POWERS OF TRUSTEES

ARTICLE 46 - POWERS OF TRUSTEE

- (1) Subject to the Terms of the Trust and duties under these Regulations, a Trustee will in relation to the Trust Property have:
 - (A) all the same powers as a natural Person;
 - (B) any other powers appropriate to achieve the proper investment, management, and distribution of Trust Property; and
 - (C) any other powers conferred by these Regulations.
- (2) A Trustee must exercise its powers only in the interest of the Beneficiaries and in furtherance and support of the purposes of the Trust and in accordance with the Terms of the Trust.
- (3)
 - (A) Any Trustee may apply to the QFC Court for an opinion, advice or direction on any question regarding the management or administration of the Trust Property, such application to be served upon, or the hearing to be attended by, all Persons interested in such application, or such of them as the QFC Court thinks expedient.
 - (B) If the Trustee acts upon the opinion, advice or direction given by the QFC Court, it is taken to have discharged its duty as a Trustee with regards to the subject matter of such application. However, these Regulations do not apply if the Trustee acted fraudulently or made any misrepresentations in obtaining such opinion, advice or direction.
 - (C) The costs of such application will be subject to the discretion of the QFC Court.

ARTICLE 47 - SPECIFIC POWERS OF TRUSTEES

Without limiting the generality of Article 46, and subject to the Terms of the Trust, a Trustee may:

- (1) collect the Trust Property and accept or reject additions to the Trust Property from a Settlor or any other Person;
- (2) subject to the Terms of the Trust, without the consent of any Beneficiary, appropriate the Trust Property in or towards satisfaction of the interest of a Beneficiary in such manner and in accordance with such valuation as it thinks fit;
- (3) acquire or sell property, for cash or on credit, at public or private sale;
- (4) exchange, partition, or otherwise change the character of the Trust Property;

- (5) deposit Trust money in an account in a regulated financial services institution;
- (6) borrow money, with or without security, and mortgage or pledge the Trust Property for a period within or extending beyond the duration of the Trust;
- (7) where the Terms of the Trust so permit, exercise a discretion in relation to the manner in which and to whom the Trust Property is distributed;
- (8) with respect to an interest in a partnership, limited liability company, business Trust, corporation, or other form of business or enterprise, continue the business or other enterprise and take any action that may be taken by shareholders, members, or Property owners, including merging, dissolving, or otherwise changing the form of business organisation or contributing additional capital;
- (9) with respect to stocks or other securities, exercise the rights of an absolute owner, including the right to:
 - (A) vote, or give proxies to vote, with or without power of substitution, or enter into or continue a voting Trust agreement;
 - (B) hold a security in the name of a nominee or in other form without disclosure of the Trust so that title may pass by delivery;
 - (C) pay calls, assessments, and other sums chargeable or accruing against the securities, and sell or exercise stock subscription or conversion rights; and
 - (D) deposit the securities with a depository or other regulated financial services institution;
- (10) with respect to an interest in immovable property, construct, or make ordinary or extraordinary repairs to, alterations to, or improvements in, buildings or other structures, demolish improvements, raze existing or erect new party walls or buildings, subdivide or develop land, dedicate land to public use or grant public or private easements, and make or vacate plots and adjust boundaries;
- (11) enter into a lease for any purpose as lessor or lessee, including a lease or other arrangement for exploration and removal of natural resources, with or without the option to purchase or renew, for a period within or extending beyond the duration of the Trust;
- (12) grant an option involving a sale, lease, or other disposition of the Trust Property or acquire an option for the acquisition of property, including an option exercisable beyond the duration of the Trust, and exercise an option so acquired;
- (13) insure the property of the Trust against damage or loss and insure the Trustee, the Trustee's agents, and Beneficiaries against liability arising from the administration of the Trust and the insurance proceeds must belong to the Trust;
- (14) abandon or decline to administer property of no value or of insufficient value to justify its collection or continued administration;

- (15) pay or contest any claim, settle a claim by or against the Trust, and release, in whole or in part, a claim belonging to the Trust;
- (16) pay remuneration of the Trustee, Protector or Enforcer and of employees and agents of the Trust, and other expenses incurred in the administration of the Trust;
- (17) indemnify outgoing Trustees;
- (18) select a mode of payment under any employee benefit or retirement plan, annuity, or life insurance payable to the Trustee, exercise rights thereunder, including exercise of the right to indemnification for expenses and against liabilities, and take appropriate action to collect the proceeds;
- (19) make loans out of the Trust Property, including loans to a Beneficiary on terms and conditions the Trustee considers to be fair and reasonable under the circumstances, and the Trustee has a lien on future distributions for repayment of those loans;
- (20) pledge the Trust Property to guarantee loans made by others to the Beneficiary;
- (21) appoint a Trustee to act in another jurisdiction with respect to the Trust Property located in the other jurisdiction, confer upon the appointed Trustee all of the powers and duties of the appointing Trustee, require that the appointed Trustee furnish security, and remove any Trustee so appointed;
- (22) pay an amount distributable to a Beneficiary who is under a legal disability or who the Trustee reasonably believes is incapacitated, by paying it directly to the Beneficiary or applying it for the Beneficiary's benefit, or by:
 - (A) paying it to the Beneficiary's guardian and the receipt by such guardian must constitute a full discharge of the Trustee's obligation;
 - (B) if the Trustee does not know of a guardian, or custodial Trustee, paying it to an adult relative or other Person having legal or physical care or custody of the Beneficiary, to be expended on the Beneficiary's behalf and the receipt by such Person must constitute a full discharge of the Trustee; or
 - (C) managing it as a separate fund on the Beneficiary's behalf, subject to the Beneficiary's continuing right to withdraw the distribution;
- (23) on distribution of Trust Property or the division or termination of a Trust, make distributions in divided or undivided interests, allocate particular assets in proportionate or disproportionate shares, value the Trust Property for those purposes, and adjust for resulting differences in valuation;
- (24) resolve a dispute concerning the interpretation of the Trust or its administration by mediation, arbitration, or other procedure for alternative dispute resolution;
- (25) prosecute or defend an action, claim, or judicial proceeding in any jurisdiction to protect the Trust Property and the Trustee in the performance of the Trustee's duties;
- (26) sign and deliver contracts and other instruments that are useful to achieve or facilitate the exercise of the Trustee's powers;

- (27) on termination of the Trust, exercise the powers appropriate to wind up the administration of the Trust and distribute the Trust Property to the Persons entitled to it; or
- (28) consult accountants, lawyers, bankers, investment bankers, and other specialists and professional advisers in relation to the affairs of the Trust, at the expense of the Trust.

ARTICLE 48 - POWER OF ACCUMULATION AND ADVANCEMENT

- (1) Where the Terms of the Trust so authorise, a Trustee may accumulate for a period, part or all of the Income of the Trust.
- (2) Subject to Article 48(3), Income of the Trust which is not accumulated under Article 48(1) must be distributed.
- (3) Subject to the Terms of the Trust and subject to any prior interests or charges affecting the Trust Property, where a Beneficiary is a Minor and whether or not the Beneficiary's interest:
 - (A) is a vested interest; or
 - (B) is an interest which will become vested:
 - (i) on attaining the age of majority;
 - (ii) at any later age; or
 - (iii) upon the occurrence of any event;

the Trustee may:

- (C) accumulate the Income attributable to the interest of such Beneficiary pending the attainment of the age of majority or such later age or the occurrence of such event;
 - (D) apply such Income or part of it to or for the maintenance, education or other benefit of such Beneficiary; or
 - (E) advance or appropriate to for the benefit of any such Beneficiary such interest or part of such interest.
- (4) The receipt by a parent or the lawful guardian of a Beneficiary who is a Minor must be a sufficient discharge of the Trustee's obligations for a payment made under Article 48(3).

ARTICLE 49 - DELEGATION BY A TRUSTEE

- (1) A Trustee must not delegate its powers unless permitted to do so by these Regulations or by the Terms of the Trust.

- (2) Subject to Article 49(1), a Trustee may delegate duties and powers that a prudent Trustee of comparable skills could properly delegate under the circumstances. The Trustee must exercise reasonable care, skill, and caution in:
 - (A) selecting a competent and qualified agent;
 - (B) establishing the scope and terms of the delegation, consistent with the purposes and Terms of the Trust; and
 - (C) periodically reviewing the agent's actions in order to monitor the agent's performance and compliance with the terms of the delegation.
- (3) In performing a delegated function, an agent owes a duty to the Trust to exercise reasonable care to comply with the terms of the delegation.
- (4) A Trustee who complies with Article 49(1) and otherwise acts in good faith is not liable to the Beneficiaries or to the Trust for an action, omission or negligence of the agent to whom the function was delegated.
- (5) For the purposes of this Article, an "agent" may include investment managers, accountants, lawyers, bankers, brokers, custodians, investment advisers, nominees, property agents and other professional advisers or Persons to act in relation to any of the affairs of the Trust or to hold any of the Trust Property.
- (6) A Trustee may authorise a Person referred to in Article 49(5) to retain any commission or other payment usually payable in relation to any transaction.

ARTICLE 50 - COMBINATION AND DIVISION OF TRUSTS

- (1) Subject to the Terms of the Trust, a Trustee may combine two or more Trusts into a single Trust or divide a Trust into two or more separate Trusts, if the result does not impair rights of any Beneficiaries or adversely affect achievement of the purposes of the Trusts.
- (2) Subject to the Terms of the Trust, where a Trustee divides a Trust into two or more separate Trusts, it must have the power to appoint Trustees for such Trusts.

PART 10 – LIABILITY OF TRUSTEES AND RIGHTS OF PERSONS DEALING WITH A TRUSTEE

ARTICLE 51 - LIABILITY FOR BREACH OF TRUST

- (1) Subject to these Regulations and to the Terms of the Trust, a Trustee is liable for a breach of trust committed by the Trustee or in respect of which the Trustee has granted its approval.
- (2) A Trustee who is liable for a breach of trust is liable for:
 - (A) the loss or depreciation in value of the Trust Property resulting from such breach; and
 - (B) the profit, if any, which would have accrued to the Trust Property if there had been no such breach.
- (3) Where there are two or more breaches of trust, a Trustee must not set off a gain from one breach of trust against the loss resulting from another breach of trust.
- (4) A Trustee is not liable for a breach of trust committed prior to its appointment, if such breach of trust was committed by some other Person.
- (5) A Trustee is not liable for a breach of trust committed by a co-Trustee unless:
 - (A) he becomes aware or ought to have become aware of the commission of such breach or of the intention of the co-Trustee to commit a breach of trust; and
 - (B) he actively conceals such breach or such intention or fails within a reasonable time to take proper steps to protect or restore the Trust Property or prevent such breach.
- (6) A Beneficiary may:
 - (A) relieve a Trustee of liability to it for a breach of trust; or
 - (B) indemnify a Trustee against liability for a breach of trust.
- (7) Article 51(6) will not apply unless the Beneficiary:
 - (A) has legal capacity;
 - (B) has full knowledge of all material facts; and
 - (C) is not improperly induced by the Trustee to take action under Article 51(6).
- (8) Where two or more Trustees are liable in respect of a breach of trust, they must be liable jointly and severally.

- (9) A Trustee who becomes aware of a breach of trust under Article 51(4) must take all reasonable steps to have such breach remedied within a reasonable time of becoming aware of the breach of trust.
- (10) Nothing in the Terms of the Trust must relieve, release, or exonerate a Trustee from liability for breach of trust arising from its own fraud, wilful misconduct or gross negligence.

ARTICLE 52 - REMEDIES FOR BREACH OF TRUST

To remedy a breach of trust that has occurred or may occur, the QFC Court may:

- (1) compel the Trustee to perform the Trustee's duties;
- (2) restrain the Trustee from committing a breach of trust;
- (3) compel the Trustee to redress a breach of trust by paying money, restoring Property, or other means;
- (4) order a Trustee to account;
- (5) appoint a special fiduciary to take possession of the Trust Property and administer the Trust;
- (6) suspend the Trustee;
- (7) remove the Trustee as provided in Article 35;
- (8) reduce or deny remuneration to the Trustee;
- (9) subject to Article 60, invalidate an act of the Trustee, impose a lien or a constructive trust on the Trust Property, or trace Trust Property wrongfully disposed of and recover the Property or its proceeds; or
- (10) order any other appropriate relief.

ARTICLE 53 - DAMAGES IN ABSENCE OF A BREACH

- (1) Except as expressly provided in the Terms of the Trust, a Trustee is accountable to the Trust for any profit made by the Trustee arising from the administration of the Trust, even where there has been a breach of trust.
- (2) Except as expressly provided in the Terms of the Trust, absent a breach of trust, a Trustee is not liable for a loss or depreciation in the value of the Trust Property or for not having made a profit.

ARTICLE 54 - LEGAL FEES AND COSTS

In a judicial proceeding involving the administration of a Trust, the QFC Court, as justice and equity may require, may award costs and expenses, including reasonable lawyers' fees, to any party, to be paid by another party or from the Trust that is the subject of the proceeding.

ARTICLE 55 - LIMITATION OF ACTION AGAINST TRUSTEE

- (1) Subject to Article 51(10) a Person may not commence a proceeding against a Trustee for breach of trust more than three (3) years after the date such Person or a representative of such Person receives a report from the Trustee that adequately disclosed information that could form the basis for a potential claim for breach of trust and informed such Person or its representative that any proceeding based on such information must be commenced within the three (3) year period.
- (2) A report adequately discloses the existence of a potential claim for breach of trust if it provides sufficient information so that such Person or representative knows of the potential claim or should have inquired into its existence.
- (3) If Article 55(1) does not apply, a judicial proceeding by such Person against a Trustee for breach of trust must be commenced within seven (7) years after the first to occur of:
 - (A) the removal, resignation, or death of the Trustee;
 - (B) in relation to a claim by a Beneficiary, the termination of the Beneficiary's interest in the Trust; or
 - (C) the termination of the Trust.
- (4) No period of limitation will apply to an action brought against a Trustee:
 - (A) in respect of any fraud to which the Trustee was a party or to which the Trustee was privy; or
 - (B) to recover from the Trustee the Trust Property:
 - (i) in the Trustee's possession;
 - (ii) under the Trustee's control; or
 - (iii) previously received by the Trustee and converted to the Trustee's use.
- (5) This Article applies also to proceedings brought against an Enforcer.

ARTICLE 56 - RELIANCE ON TRUST INSTRUMENT

Any Person who acts in reasonable reliance on the Terms of the Trust as expressed in the Trust Instrument is not liable for a breach of trust to the extent the breach resulted from such reliance.

ARTICLE 57 - EXCULPATION OF TRUSTEE

A term of a Trust relieving a Trustee of liability for breach of trust is unenforceable to the extent that it:

- (A) relieves the Trustee of liability for breach of trust committed in bad faith or with reckless indifference to the purposes of the Trust or the interests of the Beneficiaries; or
- (B) was inserted as the result of an abuse by the Trustee of a fiduciary or confidential relationship with the Settlor.

ARTICLE 58 - BENEFICIARY'S CONSENT, RELEASE OR RATIFICATION

Subject to Article 51(10), a Trustee is not liable to a Beneficiary for breach of trust if the Beneficiary consented to the conduct constituting the breach, released the Trustee from liability for the breach as provided in Article 51(6) or ratified the transaction constituting the breach, unless:

- (A) the consent, release, or ratification of the Beneficiary was induced by improper conduct of the Trustee; or
- (B) at the time of the consent, release, or ratification, the Beneficiary did not know of the Beneficiary's rights or of the material facts relating to the breach.

ARTICLE 59 - LIMITATION ON PERSONAL LIABILITY OF TRUSTEE

- (1) Except as otherwise provided in the contract, a Trustee is not personally liable on a contract properly entered into in the Trustee's fiduciary capacity in the course of administering the Trust if the Trustee in the contract disclosed the fiduciary capacity.
- (2) A Trustee is personally liable for torts committed in the course of administering a Trust, or for obligations arising from ownership or control of the Trust Property only if the Trustee is personally at fault.
- (3) A claim based on a contract entered into by a Trustee in the Trustee's fiduciary capacity or an obligation arising from ownership or control of the Trust Property, or on a tort committed in the course of administering a Trust, may be asserted in a judicial proceeding against the Trustee in the Trustee's fiduciary capacity, whether or not the Trustee is personally liable for the claim.

ARTICLE 60 - PROTECTION OF PERSONS DEALING WITH TRUSTEES

- (1) A Person other than a Beneficiary who in good faith assists a Trustee, or who in good faith and for value deals with a Trustee, without knowledge that the Trustee is exceeding or improperly exercising the Trustee's powers is protected from liability as if the Trustee properly exercised the power.
- (2) A Person other than a Beneficiary who in good faith deals with a Trustee is not required to inquire into the extent of the Trustee's powers or the propriety of their exercise.
- (3) A Person who in good faith delivers assets to a Trustee need not ensure their proper application.
- (4) A Person other than a Beneficiary who in good faith assists a former Trustee or who in good faith and for value deals with a former Trustee, without knowledge that the

trusteeship has terminated is protected from liability as if the former Trustee were still a Trustee.

- (5) Comparable protective provisions of other Regulations or rules issued thereunder relating to commercial transactions or transfer of securities by fiduciaries prevail over the protection provided by this Article.

PART 11A – THE PROTECTOR

ARTICLE 61 - THE PROTECTOR

- (1) A Trust Instrument may contain provisions by virtue of which the exercise by the Trustees of any of their powers is subject to the previous consent of the Settlor or some other Person as Protector, and if so provided in the Trust Instrument the Trustees is not liable for any loss caused by their actions if the previous consent was given and the Trustees acted in good faith.
- (2) The Trust Instrument may confer on the Settlor or on the Protector any power, including without limitation the power to:
 - (A) determine the law of the jurisdiction which will be the Governing Law of the Trust;
 - (B) change the forum of administration of the Trust;
 - (C) remove Trustees;
 - (D) appoint new or additional Trustees;
 - (E) exclude any Person as a Beneficiary;
 - (F) add any Person as a Beneficiary in addition to any existing Beneficiary;
 - (G) give or withhold consent to specified actions of the Trustee either conditionally or unconditionally; or
 - (H) release any of the Protector's powers.
- (3) A Person exercising any one or more of the powers set forth in Article 61(2) will not by virtue only of such exercise be deemed to be a Trustee.
- (4) A Person may charge reasonable remuneration for its services as Protector unless otherwise provided by the Trust Instrument.

PART 11B – THE SETTLOR

ARTICLE 61A - RESERVATION OF CERTAIN RIGHTS AND POWERS TO THE SETTLOR

- (1) A disposition under a Trust is not void because the Settlor is (whether solely or with others) a Beneficiary, Enforcer or Protector of the Trust. Neither is the disposition void because the Settlor reserved to itself any of the following powers:
 - (A) to appoint new, add or remove any Trustees, Protectors, Enforcers or Beneficiaries;

- (B) to determine or change the Governing Law of the Trust and the principal place of administration of the Trust;
 - (C) to restrict the exercise of any powers or discretions of the Trustee by requiring that they must only be exercisable with the consent of the Settlor or any other Person specified in the Trust Instrument;
 - (D) to give binding directions to the Trustee in connection with the management, pledging or sale of the Trust Property or adding to it additional property;
 - (E) to distribute, appoint, use or advance the Trust Property or its Income or to give binding directions in respect of any of the foregoing;
 - (F) to act as, or give binding directions as to the appointment or removal of, a director or other officer of any corporation wholly or partly owned by the Trust;
 - (G) to appoint or remove any investment manager or investment adviser or any other Person acting in such capacity in relation to the affairs of the Trust or any Trust Property;
 - (H) to revoke the Trust or vary or amend the Terms of the Trust or powers arising wholly or partly pursuant to such terms;
 - (I) to release any of the Protector's powers; or
 - (J) to amend, vary, add or delete any particular purpose or purposes of the Trust.
- (2) The reservation or exercise of a power or right referred to in this Article does not of itself render any Trustee liable in respect of any loss to the Trust Property.

PART 12 – PROVISIONS APPLICABLE TO A FOREIGN TRUST

ARTICLE 62 - ENFORCEABILITY OF A FOREIGN TRUST

- (1) Subject to Article 60(2), a Foreign Trust will be regarded as being governed by, and will be interpreted in accordance with its Governing Law.
- (2) A Foreign Trust will be unenforceable in the QFC:
 - (A) to the extent that it purports:
 - (i) to do anything which is contrary to the laws of the QFC; or
 - (ii) to confer any right or power or impose any obligation the exercise of which is contrary to the laws of the QFC; or
 - (B) to the extent that the QFC Court declares that the Trust is immoral or contrary to policy.

PART 13 - PROVISIONS RELATING TO QFC AUTHORITY AND THE REGULATORY AUTHORITY

ARTICLE 63 - PRESCRIBED FORMS AND PRESCRIBED FEES

The Prescribed Forms and Prescribed Fees are issued by the QFC Authority under these Regulations.

ARTICLE 64 - GENERAL CONTRAVENTIONS

- (1) For the purposes of these Regulations, a Person contravenes a relevant requirement if it:
 - (A) fails to comply with any prohibition or requirement imposed on it by the QFC Authority or any undertaking given by it to the QFC Authority and in particular the requirement to maintain current and up-to-date information as set out in Article 39(7) and Article 39(8);
 - (B) does anything that is prohibited under, or that contravenes any provision of, any law, regulations or rules;
 - (C) does not do something that the Person is required to do under any law, regulations or rules;
 - (D) otherwise commits any contravention described as such in these Regulations.
- (2) In this Article 64, "Person" does not include the QFC Authority, the Regulatory Authority, or the CRO.

ARTICLE 65 - INVOLVEMENT IN CONTRAVENTIONS

- (1) A Person who is knowingly concerned in a contravention of these Regulations or any other Regulations conferring functions on the QFC Authority which is committed by another Person also commits the contravention.
- (2) For the purposes of this Article 65, a Person is "knowingly concerned" in a contravention if, and only if, the Person:
 - (A) has aided, abetted, counselled or procured the contravention;
 - (B) has induced, whether by threats or promises or otherwise, the contravention;
 - (C) has in any way, by act or omission, directly or indirectly, been knowingly involved in or been party to, the contravention;
 - (D) has conspired with another or others to effect the contravention; or
 - (E) has, alone or in concert with others, directly or indirectly, done, attempted or planned any of the following:
 - (i) to conceal the existence or nature of a contravention; or

- (ii) to obstruct, impede or prevent the QFC Authority, the Regulatory Authority or the CRO from detecting, investigating or prosecuting a contravention.
- (3) In this Article 65, "Person" does not include the QFC Authority, the Regulatory Authority or the CRO.

ARTICLE 66 - IMPOSITION OF FINANCIAL PENALTIES

- (1) The QFC Authority may, in Rules, prescribe procedures in relation to the imposition and recovery of financial penalties under these Regulations.
- (2) Where the QFC Authority considers that a Person has contravened a provision in these Regulations and in relation to which a penalty is stipulated in the Rules (or elsewhere), the QFC Authority may impose by written notice given to the Person a penalty, in respect of the contravention, of such amount as it considers appropriate but not exceeding the amount of the maximum penalty specified in the Rules in respect of each contravention.
- (3) If, within the period specified in the notice:
 - (A) the Person pays the prescribed penalty to the QFC Authority, then no proceedings may be commenced by the QFC Authority against the Person in respect of the relevant contravention; or
 - (B) the Person takes such action as is prescribed in any rules made by the QFC Authority to object to the imposition of the penalty or has not paid the prescribed penalty to the QFC Authority, the QFC Authority may apply to the QFC Court for, and the QFC Court may so order, the payment of the penalty or so much of the penalty as is not paid and make any further order as the QFC Court sees fit for recovery of the penalty.
- (4) A certificate that purports to be signed by or on behalf of the QFC Authority and states that a written notice was given to the Person pursuant to Article 66(2) a penalty on the basis of specific facts is:
 - (A) conclusive evidence of the giving of the notice to the Person; and
 - (B) prima facie evidence of the facts contained in the notice in any proceedings commenced under this Article.
- (5) In this Article 66, "Person" does not include the QFC Authority, the Regulatory Authority, or the CRO.

ARTICLE 66A – ANTI-MONEY LAUNDERING

In furtherance of any investigation of money laundering, associated predicate offences and terrorist financing, the Regulatory Authority and the QFC Authority will have all powers required to conduct such investigation, including the power to compel the production of all records held by the Trustee and the Trust operating in or established under the laws of the QFC, as well as their attorneys, notaries, other independent legal professionals and accountants, and other Persons providing services to such Trustee or Trust. Pursuant to such

investigation, the Regulatory Authority and the QFC Authority will have the power to search Persons and premises, including compelling the Trustee or the Trust to identify the Trust Property, take witness statements, and seize and obtain evidence.

PART 14 - POWERS OF THE QFC COURT

ARTICLE 67 - APPLICATIONS TO THE QFC COURT

- (1) An Interested Person may apply to the QFC Court to take, in respect of a Trust, any of the actions specified in this Part.
- (2) Where the QFC Court considers that a Person's interest in a Trust is sufficiently close that the Person ought to be treated as an Interested Person, the QFC Court may determine that the Person is an Interested Person for the purposes of these Regulations.

ARTICLE 68 - POWER OF THE QFC COURT TO ORDER COMPLIANCE

- (1) If the QFC Court is satisfied that, in respect of a Trust, a Person has failed to comply with:
 - (A) a requirement of these Regulations, Rules, or the Terms of the Trust; or
 - (B) an obligation imposed on the Person by these Regulations, Rules, or by the Terms of the Trust;the QFC Court may, by order, require the Person to comply with the requirement or obligation.
- (2) If the QFC Court is satisfied that a Trust has failed to carry out its objects or any of them, the Court may, by order, require the Trust to do so.
- (3) If the QFC Court is satisfied that, in respect of a Trust, a Person has failed to comply with the requirement under Article 16A(5) to register a Pre-Existing Trust, the QFC Court may order that the Trust is established, valid and binding and direct the QFC Authority to register the Pre-Existing Trust, if the QFC Court is satisfied that:
 - (A) there was a reasonable excuse for the non-compliance; and
 - (B) it is in the interests of justice to do so.
- (4) If the QFC Court is satisfied that, in respect of a Trust, a Person has failed to comply with the requirement under Article 16A(5) to register a Trust, the QFC Court may order that the Trust is established, valid and binding provided that QFC Court is satisfied that:
 - (A) the Trust would otherwise be in compliance with the provisions of these Regulations; and
 - (B) the Trust could be registered as a QFC Trust; and
 - (C) it is in the interests of justice to do so.

- (5) An order under this Article may specify the action that a Person or Trust is required to take.

ARTICLE 69 - POWER OF THE QFC COURT TO ORDER AMENDMENT OF THE TERMS OF THE TRUST

- (1) The QFC Court may order the amendment of the Terms of the Trust if the QFC Court is satisfied:
- (A) that the change will assist the Trust to administer its assets or to attain its objects; or
 - (B) that those objects are no longer attainable and that the change will assist the Trust to attain objects as near as reasonably possible to those objects.
- (2) Without limiting Article 69(1), the QFC Court may make an order under Article 69(1) in the event that the Terms of the Trust cannot be readily ascertained or are otherwise incomplete.

ARTICLE 70 - POWER OF THE QFC COURT TO GIVE DIRECTIONS

- (1) This Article applies if the QFC Court is satisfied:
- (A) that if it gives a direction it will assist a Trust to administer its assets or to carry out its objects; or
 - (B) that it is otherwise desirable for the QFC Court to give a direction.
- (2) The QFC Court may give a direction as to:
- (A) the meaning and effect of a provision of the Terms of the Trust;
 - (B) the manner in which a Trustee or Enforcer is required to carry out the administration of the Trust's assets or the carrying out of its objects;
 - (C) the functions of any other Person appointed under the Terms of the Trust;
 - (D) the functions of a Trustee;
 - (E) whether a Person is a Beneficiary;
 - (F) the rights of Beneficiaries under the Trust as between themselves or as between themselves and the Trust;
 - (G) such other matters as the QFC Court considers relevant to the Trust, the Terms of the Trust, the administration of its assets or the carrying out of its objects;
 - (H) the provision of a copy of the Trust Instrument or the Terms of the Trust to a particular Person.
- (3) The QFC Court may, in addition to giving a direction under Article 70(2), make such an order as it thinks fit to give effect to the direction.

ARTICLE 71 - POWER OF THE QFC COURT TO PROTECT INTERESTS UNDER A TRUST

The QFC Court may by order appoint a Person to protect the interests of a Person which the QFC Court is satisfied is or may become a Beneficiary under a Trust, where:

- (1) the Person is unborn; or
- (2) the QFC Court is satisfied that the Person is unable to act on their own behalf.

ARTICLE 72 - POWER OF THE QFC COURT TO DISMISS OR APPOINT A TRUSTEE

If the QFC Court is satisfied that it is in the interest of a Trust to do so, it may order:

- (A) the removal of a Trustee; or
- (B) the appointment of a Person to be a Trustee,

or do both.

ARTICLE 73 - POWER OF THE QFC COURT TO TAKE ACTION ON BEHALF OF OTHERS

- (1) This Article applies where the QFC Court is satisfied, in respect of a Trust, that a Person has failed to comply with:
 - (A) a requirement of these Regulations, Rules, or the Terms of the Trust; or
 - (B) an obligation imposed on the Person by these Regulations, Rules or the Terms of the Trust.
- (2) The QFC Court may order the QFC Authority to comply with the requirement or obligation on behalf of the Person who has failed to do so.
- (3) The QFC Court must not do so unless it is satisfied:
 - (A) that to do so will assist the Trust in the administration of its assets or the attainment of its objects; or
 - (B) that it is otherwise desirable that it should do so.
- (4) Where the QFC Court does so, its order has the same effect as if it were an action taken by the Person required to comply with the requirement or obligation.

ARTICLE 74 - GENERAL POWER OF THE QFC COURT IN RESPECT OF ORDERS

- (1) An order made by the QFC Court under this Part in respect of a Trust may, in particular, provide for the appointment or removal of a Person appointed under the Terms of the Trust.

(2) Any order made by the QFC Court under this Part:

(A) may be made on such terms; and

(B) may impose such conditions,

as the QFC Court thinks fit.

ARTICLE 75 - POWER OF THE QFC COURT TO SET ASIDE A DISPOSITION

The QFC Court may on the application of the Settlor declare that a transfer or other disposition of property to a QFC Trust is voidable or of no effect from the time of its exercise where the person exercising the power to transfer:

(A) made a mistake in relation to the transfer or disposition, or took into account considerations which should not have been taken into account (the "Failure");

(B) would not have exercised the power but for the Failure; and

(C) the Failure is so significant that it is just for the QFC Court to make an order under this Article.

ARTICLE 76 - POWER OF THE QFC COURT TO AUTHORISE DEALINGS WITH TRUST PROPERTY

(1) Where in the management or administration of any Trust property a transaction cannot be effected as a result of an absence of power vested in the Trustee by law or by the Trust Instrument, the QFC Court may, by order, confer on the Trustee either generally or in a particular instance, the necessary power for that purpose on such terms and conditions as the QFC Court thinks fit, including directions as to the expenditure of money.

(2) The QFC Court may make an order under this Article after the transaction has commenced or is completed and may rescind, amend or make a new or further order in relation to the transaction.

PART 15 –INTERPRETATION AND DEFINITIONS

ARTICLE 77 - INTERPRETATION

- (1) In these Regulations, a reference to:
 - (A) a provision of any law or regulation includes a reference to that provision as amended or re-enacted from time to time and any reference to a law includes any regulation or rule passed pursuant to such law;
 - (B) an obligation to publish or cause to be published a particular document , unless expressly provided otherwise in these Regulations, includes publishing or causing to be published in printed or electronic form;
 - (C) a Person includes any natural Person, body corporate or body incorporate, including a company, partnership, unincorporated association, government or state;
 - (D) a calendar year means a year of the Gregorian calendar;
 - (E) a month means a month of the Gregorian calendar;
 - (F) the masculine gender includes the feminine and the neuter; and
 - (G) writing includes any form of representing or reproducing words in legible form.
- (2) The headings in these Regulations do not affect their interpretation.
- (3) A reference in these Regulations to a Schedule, an Article or a Part using the short form description of such Schedule, Article or Part in parenthesis are for convenience only and the short form description does not affect the construction of the Article or Part to which it relates.
- (4) A reference in these Regulations to a Part, Article or Schedule by number only, and without further identification, is a reference to a Part, Article or Schedule of that number in these Regulations.
- (5) A reference in an Article or other division of these Regulations to a paragraph, sub-paragraph or Article by number or letter only, and without further identification, is a reference to a paragraph, sub-paragraph or Article of that number or letter contained in the Article or other division of these Regulations in which that reference occurs.
- (6) Any reference in these Regulations to “include”, “including”, “in particular”, “for example”, “such as” or similar expressions are considered as being by way of illustration or emphasis

only and are not to be construed so as to limit the generality of any words replacing them.

ARTICLE 78 - DEFINITIONS

The following words and phrases will where the context permits have the meanings shown against each of them:

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| AML/CFT Rules | means the QFCRA Anti-Money Laundering and Combating Terrorist Financing Rules of 2010 and any amendments made to those rules. |
| Beneficiary | means a Person entitled to benefit under a Trust or in whose favour a discretion to distribute Property held on Trust may be exercised. |
| Beneficial Owner | natural person(s) who: (i) has/have ultimate ownership or Control of an entity, including natural persons who exercise ultimate effective Control over a legal person or arrangement regardless of legal ownership; and/or (ii) on whose behalf a transaction is being conducted. |
| Control | <p>(1) for the purposes of these Regulations and the QFCA Rules, a Person exercises control over a Settlor, Trustee, Beneficiary or Protector ("Trust Persons") where the Person:</p> <ul style="list-style-type: none"> (A) holds 25% or more of the shares in the Trust Person; (B) is entitled to exercise, or controls the exercise of, 25% or more of the voting power in the Trust Person; (C) is able to exercise significant influence over the management of the Trust Person by virtue of shareholding or voting power, or by contractual or other arrangements, including but not limited to the Trust Person's board of directors and senior executive function; or (D) is able to exercise influence through other means without ownership, including without limitation, through personal or family connections to Persons in positions described above in paragraphs (A) to (C), by participating in the financing of the enterprise, or through historical or contractual associations with the Trust Person. <p>(2) for purposes of this Article:</p> |

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| | <p>(A) shares:</p> <p>(i) in relation to a Trust Person with a share capital, means allotted shares;</p> <p>(ii) in relation to a Trust Person with capital but no share capital, means rights to share in the capital of the Trust Person; and</p> <p>(iii) in relation to a Trust Person without capital, means interests conferring any right to share in the profits, or liability to contribute to the losses, of the Trust Person; or giving rise to any obligation to contribute to the debts or expenses of the Trust Person in the event of winding up; and</p> <p>(B) voting power, in relation to a Trust Person which does not have general meetings at which matters are decided by the exercise of voting rights, means the right under the articles of association of the Trust Person to alter the terms of its constitution.</p> |
| CRO | means the Companies Registration Office established pursuant to Article 7 of the QFC Law. |
| Discretionary Trust | <p>means a Trust in which the Settlor has delegated complete or limited discretion to the Trustee to decide, among other things:</p> <p>(a) when and how much Income or Property is distributed to a Beneficiary; and</p> <p>(b) which of the Beneficiaries may benefit.</p> |
| DNFBP | means designated non-financial business or profession under the AML/CFT Rules. |
| Express Trust | means a Trust created with the Settlor's express intent declared in writing or a written declaration of Trust by the Trustee. |
| Enforcer | in relation to a Trust, means a Person who is appointed under a Trust Instrument to ensure that the purpose of the Trust is achieved. |
| Foreign Law | means any laws, regulations and rules other than the laws of the QFC. |

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| Foreign Trust | means a Trust whose Governing Law is Foreign Law, including any Trust within the meaning of the Hague Convention. |
| Governing Law | has the meaning given in Article 9. |
| Hague Convention | is the Convention on the law applicable to trusts and their recognition, at The Hague on 1 July 1985. |
| Heirship Right | means any right, claim or interest in, against or to the Property of a Person arising, accruing or existing in consequence of, or in anticipation of, that Person's death, other than any such right, claim or interest created by will or other voluntary disposition by such Person or resulting from an express limitation in the disposition of the Property of such Person. |
| Income | means all income including rents and profits. |
| Interested Person | <p>means any of the following Persons:</p> <ul style="list-style-type: none"> (a) the Settlor; (b) if any rights the Settlor had in respect of the Trust and its assets have been assigned to some other Person, that other Person; (c) a Protector; (d) an Enforcer; (e) a Person appointed under the Trust Instrument; (f) a Beneficiary; (g) the QFC Authority or the Regulatory Authority; (h) a Person who, in the view of the QFC Court, can reasonably claim to speak on behalf of an object or purpose of the Trust; and (i) a Person who the QFC Court determines to be a Person with sufficient interest in the Trust for the purposes of these Regulations. |

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| laws of the QFC | means any laws, regulations and rules which are applicable in the QFC. |
| Licence | a licence, approval or authorisation issued by the QFCA pursuant to Article 11.1 of the QFC Law. |
| Licensed Firm | means a body corporate, partnership or unincorporated association which has been granted and continues to hold a Licence granted by the QFC Authority. |
| Minister | means the Minister of Finance of the State. |
| Minor | means a Person who has not attained the age of majority under the Governing Law of the Trust or the law of his domicile. |
| Person | means any person including a natural or judicial person, body corporate, or body unincorporate, including a branch, a company, partnership, unincorporated association or other undertaking, government or state. |
| Pre-Existing Trust | means the Trust that was established before the issuance of these revised Regulations. |
| Prescribed Fee | means a fee prescribed in rules made or approved by the QFC Authority. |
| Prescribed Form | means a form prescribed by or approved by the QFC Authority. |
| Property | means any movable or immovable property, and includes rights and interests, whether present or future and whether vested or contingent. |
| Protective Trust | means a Trust that is designed to protect the Trust Property to ensure the continued support of the Beneficiary. |
| Protector | in relation to a Trust, means a Person appointed under a Trust Instrument to exercise one or more of the powers set out in Article 61(2). |
| QFC | means the Qatar Financial Centre. |
| QFC Authority | means the Qatar Financial Centre Authority established pursuant to Article 3 of the QFC Law. |

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| QFC Court | means a competent court or tribunal established under the QFC Law. |
| QFC Trust | means a Trust whose Governing Law is QFC Law. |
| Register | means a register of Trusts maintained by the QFC Authority. |
| Regulations | means the regulations enacted by the Minister in accordance with Article 9 of the QFC Law. |
| Regulatory Authority | the Qatar Financial Centre Regulatory Authority established pursuant to Article 8 of the QFC Law. |
| Rules | means the rules made by the QFC Authority under these Regulations from time to time. |
| Settlor | means a Person who provides Trust Property or makes a testamentary disposition on Trust or to a Trust. |
| Terms of the Trust | means the written or oral terms of the Trust or any other terms applicable under its Governing Law. |
| Trust | means a right, enforceable solely in equity, to the beneficial enjoyment of the Property to which another Person holds the legal title and shall include Article 2 of the Hague Convention on the law applicable to trusts and their recognition. |
| Trust Instrument | means an instrument by which a Trust is created and includes a unilateral declaration of Trust and any instrument varying the Terms of the Trust. |
| Trust Property | means the Property for the time being held in Trust. |
| Trustee | means a Person appointed to act as a trustee of a Trust in accordance with the provisions of these Regulations. |