

## STM Malta - Standard Terms & Conditions

### Definitions

**“Client”, “you” or “your”** means the person who has requested us to provide Services, or has agreed to pay for Services or has previously remitted payment for Services (and where persons are provided Services jointly, each shall be construed as a Client on a joint and several basis);

**“Client Entity”** means any company, trust, foundation, partnership or other legal entity to which STM provide services for or on your behalf or at your request;

**“Group”** means STM Group PLC, its subsidiary companies and their agents, successors, receivers and assigns;

**“Person”** shall include any individual, company or other entity incorporated or unincorporated, so far as the context admits;

**“STM” or “STM Malta”** means STM Malta Pension Services Limited and all its subsidiary companies;

**“Service”** means any service provided by us to you or your Client Entity; and

**“T&Cs”** means these Terms and Conditions.

Words in the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.

### Our Services

Your specific requirements shall be discussed and agreed upon between STM and you in writing, prior to the provision of Service. STM reserves the right to refuse to provide any Service at its sole discretion. STM shall not consider providing any service, for which it is not authorised or licensed to provide.

Any opinions, or similar comments made by STM that are not subject to a specific engagement or services shall not be constituted as advice and will not be relied upon in making or refraining from making, any decision or action.

Nothing shall prevent STM from providing Services that are the same or similar to the Services being provided to you and your Client Entity to other Clients or Client Entities.

### Due Diligence

Prior to providing any Service and on regular intervals thereafter the commencement of a service, STM shall be required by law to perform due diligence exercises on their Clients. The Clients shall be obliged to disclose or procure the disclosure to STM of all information that STM may consider necessary or desirable so that STM meets its legal obligations. STM may at its discretion after due consideration of the information provided decide to decline to offer the Services or to stop providing such Service.

### Your Confirmations

You confirm that:

- a. all funds or property transferred to us and/or your Client Entity have not originated and will not originate from activities or transactions which constitute a criminal offence in Malta or which, if carried out in Malta would be such an

offence, or comprises property, the receipt, ownership or control of which would be deemed an offence contrary to the Laws of Malta;

- b. you are not acting as nominee for any other person;
- c. save as previously disclosed in writing to STM, neither you nor any business entity of which you have been officer, shareholder or manager have ever:
  - been convicted of any offence other than a minor traffic offence;
  - been adjudged bankrupt insolvent or otherwise unable to pay debts when they fall due;
  - been the subject of an investigation by a governmental, professional or other regulatory or statutory body; or
  - made any compromise or arrangement with creditors;
- d. you are not currently the subject of legal proceedings other than those already disclosed to STM in writing;
- e. all information provided to STM by you is, and will be, accurate; and any material changes thereto will promptly be reported to us;
- f. you will take all reasonable steps to provide STM with information which will assist us in providing the Services or to carry our obligations in terms of the Laws of Malta;
- g. you are aware of and have considered the benefits of seeking tax advice prior to making any decisions regarding your financial arrangements. You shall ensure that you are tax compliant at all times and you are obliged to advise us of any changes to your tax residency and/or domicile as soon as reasonably practicable.

### Instructions/Recommendations/Requests

STM shall at its discretion consider instructions, recommendations or requests to be your instructions, recommendations or requests after the authenticity of such instructions, recommendations and requests are verified. Any communication by STM to any of the authorised agents of its Clients will be considered and treated as direct communication with the Client.

Where more than one person is provided Services jointly, the foregoing paragraph shall apply to each of the Clients, unless and until any of the Clients instruct STM to only accept such instructions, recommendations or requests from all of the Clients collectively. If any of the persons to whom Services are provided jointly, dies, the survivor(s) alone shall be the Client.

STM may, at its discretion, accept verbal and/or written instructions, recommendations or requests.

All verbal or written instructions, recommendations or requests shall be confirmed by the originator in writing within two business days. In the case of a contradiction between the verbal communication and the subsequent written communication or, where no such written communication is received, STM shall be entitled to rely upon the verbal communication originally received and an email or memorandum prepared by STM, within a reasonable time summarising our understanding, to be conclusive proof of the contents of such communication.

## Instructions/Recommendations/Requests (Continued)

Any person from STM who accepts instructions, recommendations or requests, receives an email or fax, personally receives an email or fax, such communications shall be considered as valid communications. However, the Client is reminded that emails and faxes may not be the most secure means of communication. Communications sent by email or fax may also be corrupted during transit. If the Client does not agree to accept these risks, the Client should notify STM in writing, informing STM that email or fax messages should not be used in communication or to what extent such methods of communications may be used.

STM may, from time to time, confirm to the Client in writing any instructions, recommendations, requests or information that the Client has provided to STM and when STM does so, it is the Client's responsibility to correct any errors or misunderstandings or to update any information that may have changed. Unless STM receives any communication to the contrary STM shall be entitled to proceed on the basis of the understanding of the instructions, recommendations, requests or information.

STM may from time to time request the Client to confirm addresses, email addresses and telephone numbers. It shall be the Client's responsibility to inform STM of any changes to residential addresses or to the addresses of the Client Entities or any email address or telephone or fax numbers used to communicate with the Client.

## Information and Documentation

The Client agrees to provide STM with any information, documentation and/or other request which STM may reasonably require in order to provide its Services.

No information, documentation or advice provided by STM shall be communicated as promotion or otherwise by the Client to any third parties without STM's prior written consent. You may make copies of documentation for your own internal use.

The Client may nonetheless seek advice or recommendations from third parties regarding advice or services already provided.

STM shall keep paper records and documents for ten years after the termination of the Services and/or any other term in accordance with any Law or Regulation or directive by any Authority in Malta. STM may keep any records of the file in electronic format in accordance with the Laws of Malta in place at the time. All physical or electronic correspondence and other information in STM's possession or control which has been generated for its internal purposes or is addressed to it shall be its sole property.

The Client shall provide STM accurate and complete information. In an event which renders information previously provided to STM, inaccurate or incomplete, the Client shall, as soon as reasonably practical, advise STM accordingly.

## Use of Your Information

The security and safety of your data is very important to us. A copy of our Privacy Notice can be found on our website: <http://info.stmgroupplc.com/privacy-notice>

## International Obligations

STM adheres to International Reporting Obligations imposed on it by Law and Regulation. The Client agrees that STM may share the Client's information where such obligations are imposed on STM. The Client agrees to provide such information to STM as it may reasonably require to fulfil such International Reporting Obligations, and it will be understood that should the Client fail to provide such information sanctions may be applied to the Client's account.

## Use of Client Account Facilities

STM may, at its sole discretion, offer the services of a Client Account banking facility. Such a facility will be a pooled fiduciary account held with a reputable bank and the funds placed therein by the Client or by STM on behalf of the Client, or the Client Entity's behalf, will remain the Client's property but subject to STM's banking controls and based on the Banking Laws in Malta. The funds may remain in a non-interest bearing account.

Accounts belonging to Trusts shall be held separately and independently from any funds belonging to STM.

## Our Fees

A relevant charging structure can be found in the application form.

STM shall not commence a service unless it is paid for the acceptance/take-on costs.

Fixed fees are due and payable at the beginning of the period for which they are levied, and typically include trustee responsibility fees, company director fees, registered office, company secretarial fees, and trustee shareholder fees. Such fees are non-refundable. Where a fixed fee is based on an asset value, any asset valuation will be at the Client's expense. Fixed fees are subject to an annual increase which will not be more than the Maltese annual inflation level as published by the National Statistics Office of Malta. (vide the Schedule to the Housing (Decontrol) Ordinance <https://legislation.mt/eli/cap/158/eng>).

Variable fees are most typically costs related to the services rendered for management, administration, accountancy, director, compliance and/or advisory service areas. Such fees are normally calculated on the basis of time spent by the staff member(s) providing such Services. The hourly charge rates used will depend on the specialist skills and seniority of the staff member(s).

Alternative fee structures may be agreed in special circumstances.

Urgent transactions which require the rescheduling of other client work, or which require us to work outside normal office hours, may result in a reasonable increase of STM's hourly charge out rates.

Termination/Transfer fees apply where a Client Entity is wound up or transferred to another service provider. Such fees must be settled prior to the transfer or closure of the account.

Disbursements in addition to our fees STM shall issue an invoice for all directly attributable costs incurred in providing the Services, such as telephone, courier, travel, annual taxes, notary fees, legal fees, company registry and any other related Government fees. Where such disbursements can be accurately anticipated they will be billed in advance, otherwise they will be billed as incurred in arrears.

## Our Fees (Continued)

STM may review its fees:

- in response to changes in the scale of fees charged by similar service providers;
- to reflect changes in the costs STM reasonably incur in providing the Services;
- to reflect changes in the law or a decision by a regulator;
- to meet changes in regulatory requirements; or
- to reflect changes in any applicable codes of practice.

for the reasons as provided for in paragraphs a to e above, other than the annual increase of the index of inflation referred to above, STM shall give the Client notice of the change not less than 30 days before the new charges come into effect by advertising the change on our website or by directly communicating such changes to the Client.

## Settlement of Fees and Costs

Any fees and/or disbursements payable to STM shall be payable on presentation to the Client of the invoice note.

It is STM's general practice to request a Client to provide an advance on fees and retain a minimum balance of cash or cash equivalent, against which STM, will subsequently offset invoices raised in respect of the Client or Client Entities.

An invoice raised in respect of the Client Entity may be settled at STM's discretion from the bank accounts or other assets of the Client Entity or, where insufficient, from the assets of any other Client Entity legally connected thereto. In all events the Client guarantees payment of such fee invoices.

Where any invoice remains unpaid after 30 days, STM may charge reasonable collection fees and disbursements. STM may cease to provide any services to Client or Client Entities until all outstanding fees and disbursements have been paid, and STM shall reserve the right to resign from any appointments held in your Client Entity. STM shall not be held liable where such actions result in a Client Entity being struck off or otherwise prejudiced.

If STM fails to take action against non-payment of invoices (or delay in doing so) following a default of payment this shall not be construed as STM waiving its rights against the Client. If STM does waive its rights, we will only do so in writing. Such waiver shall not be understood as an automatic waiver of its rights in respect of any later default by the Client.

Payments may be made by electronic transfer, major credit cards and cheques drawn on Malta or UK banks. Payment will only be considered to have been made upon confirmation of funds being cleared in STM's account.

If the Client decides to make payment via credit card the Client shall be asked to complete and sign a Credit Card Payment Form. This includes options for One-Off Payment or Automatic Recurring Billing (if applicable) and details the T&Cs specifically applicable to credit card payments and charge-backs.

The Client should not send personal bank, credit card or any other account details to STM over the internet as STM do not have a secure facility for their transmission. Any such transmissions shall be carried out entirely at the Client's own risk and STM shall in no way guarantee that a third party will not intercept them.

Tender of any payment to STM constitutes acceptance of these T&Cs even where the Client may not have formally agreed to them.

## Commissions

STM reserves the right to retain any commission, brokerage, fee, interest or other profit arising incidental to the provision of the Services:

Provided that the Client shall be notified beforehand.

## Complaints

STM shall acknowledge receipt of any complaints as soon as possible. In the case of oral complaints the acknowledgement letter shall include a summary of the complaint, which the complainant will be asked to confirm. STM Malta shall inform the complainant that it will investigate the complaint, and will be informed of the outcome of the investigations and that it will send feedback if the complaint is not resolved within two months. The complaint may thereafter be referred to the Office of the Arbiter for Financial Services if not satisfied by the remedial action.

If the matter is not resolved to your satisfaction you can contact the Office of the Arbiter for Financial Services who may be contacted at [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt) or Office of the Arbiter for Financial Services, 1st Floor, St. Calcedonius Square, Floriana, FRN1530, Malta or by phoning from Malta on 80072366 (Freephone – landlines only). If phoning from outside Malta, the Client can dial +356 (or 00356) 21249245 (standard overseas call charges apply).

## Your Responsibility For Losses and/or Expenses

You shall be responsible for any losses and/or expenses incurred by us or our employees or agents which are the result of any action or failure to act of (a) you, or (b) any employee or agent (other than us) of your Client Entity appointed by you.

## Limitations on Liability

STM will provide the Services with reasonable care, skill and diligence, with the proviso that our liability for breach is subject to your compliance with your obligations under these T&Cs.

STM shall not be held responsible for losses or expenses which:

- were not foreseeable to you or us when the contract was formed, i.e. loss not within the reasonable contemplation of any parties at the time the parties entered into the contract as a probable result of the breach;
- were not caused by any gross negligence, willful misconduct or fraud by us (or our employees or agents);
- happen as a side effect (such as loss of profits, opportunity or goodwill etc.) of any direct loss you suffer as a result of us (or our employees or agents) breaching (or failing to perform) the engagement (including by our gross negligence, willful misconduct or fraud);
- are the acts or omissions of any other person; or
- are due to the provision of incomplete, misleading or false information by you or your agents.

We shall not be obliged to act in any manner which:

- conflicts with any laws, regulations or guidelines which apply to us;
- exposes us to liability or risk of prosecution in any jurisdiction; or
- may be detrimental to our name and reputation.

### Transfer

STM may transfer its rights and obligations under these T&Cs to another organisation. STM will only do this if STM reasonably thinks that you and your Client Entity are no less favorably treated after the transfer than you were beforehand and STM will give you notice not less than 30 days before the transfer comes into effect.

### Severance

If any element of these T&Cs should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such element shall be severed, and the remaining T&Cs shall survive and remain in full force and effect and continue to be binding and enforceable.

### Amendment

STM may alter these T&Cs, in the event of, but not limited to:

- respond proportionately to changes by similar service providers;
- reflect changes in the costs STM reasonably incurs in providing the Services;
- reflect changes in the law or a decision by an ombudsman;
- meet changes in regulatory requirements; or
- reflect changes in any applicable codes of practice.

If STM alter these T&Cs STM will give you notice of the change not less than 30 days before the change comes into effect by advertising the change on our website or through direct communication.

### Termination

STM can terminate this engagement immediately if:

- STM reasonably suspects that you have given us false information;
- STM reasonably suspects that the Services are being used for an illegal purpose;
- you behave in a threatening or violent manner towards our staff,
- you or your Client Entity respectively have not settled our fee notes/invoices within 60 days following presentation to you.

STM can also terminate this engagement by giving you not less than 60 days' notice.

You can terminate this engagement at any time for any reason if:

- You have given us written notice that you wish to do so.
- You have paid the applicable termination/transfer fee.
- STM have received any money you and your Client Entity owe us.

Your liability to pay our fees and/or disbursements up to and including the date of termination shall survive termination.

### Applicable Law

These T&Cs are governed by, and construed in accordance with, Maltese Law. The Courts of Malta will have exclusive jurisdiction in relation to any claim, dispute or difference concerning these T&Cs and any matter arising from them. Each party irrevocably waives any right it may have to object to any action being brought in those Courts, to claim that the action has been brought in an inappropriate forum, or to claim that those Courts do not have jurisdiction.

The Client/Client Entity and STM are also governed by those offences as set out in the Criminal Code, Cap. 9 of the Laws of Malta and the Prevention of Money Laundering Act, Cap. 373 of the Laws of Malta and any subsidiary legislation made thereunder. Malta has an all crime regime related to money laundering offences.

### CONTACTING US

STM may be contacted during normal office hours, being 9.00 am to 5.30 pm, Central European Time, during normal working days in Malta, in the following ways:

- By Post or Courier: **San Gwakk Building, Level 1**  
**Triq is-Salib tal-Imriehel, Zone 4**  
**Central Business District**  
**Birkirkara, CBD4020**
- By Electronic Mail: [intermediaryrelations@stmmalta.com](mailto:intermediaryrelations@stmmalta.com)
- By Telephone: **+356 213 33210/1**

