

## TERMS AND CONDITIONS OF APPOINTMENT AS EXECUTOR AND TRUSTEE

Our Ref. No.	
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### Details of the Applicant/Testator

<b>Name</b>	<b>Mr./Miss/Mdm</b>		
<b>NRIC No. (New/Old)</b>			
<b>Correspondence Address</b>			
<b>Nationality</b>		<b>Country of Residence</b>	
<b>E-mail Address</b>		<b>Occupation/Business</b>	
<b>Tel No.</b>	(O)	(H)	(H/P)

### FOR ESTATE PLANNER'S USE ONLY

Full Name			
Company		Cheque No.	
Agent Code		Date (dd/mm/yy)	

### Please tick (✓) the appointment of RHB Trustees Berhad

Sole Executor	
Last Substitute Executor	

**[Please note: All appointments shall be as sole or substitute executor and/or trustee only. RHB Trustees Berhad does not accept any appointment as joint executor and/or trustee with other parties.]**

I hereby appoint RHB Trustees Berhad (Company No: 573019-U) (hereinafter called "the Trustee Company") to act as executor and trustee of my estate and/or trust upon the terms and conditions set forth below:

**1) Appointment/Processing Fee**

An appointment/processing fee of **RM100.00 (Ringgit Malaysia One Hundred)** only is enclosed together with this application and shall be non-refundable save where the Trustee Company notifies that it declines to accept this appointment within ninety days from the date hereof. The aforesaid payment shall be made either by credit card or by way of crossed cheque made payable to the Trustee Company namely "RHB Trustees Berhad".

**2) Scale of Fees for Executor Services**

In consideration of its services rendered, the Trustee Company shall be entitled to deduct from the funds of the estate and/or trust, its remuneration or fees calculated in accordance with its then prevailing *Scale of Fees* at the date of the testator's demise, which is notified and/or made available to the public. The aforesaid remuneration is exclusive of all other incidental costs and expenses incurred in the administration of the estate and/or trust. The *Scale of Fees* prevailing in this appointment is as set out in Schedule 1.

**3) Trustee Company's discretion**

Notwithstanding that the duties of the Trustee Company as executor and trustee shall be performed and undertaken by its duly appointed officer(s) for the time being, the Trustee Company may at its absolute discretion employ agents, solicitors, accountants, tax agents or any other persons of its choice to carry out any transactions or duties whatsoever in connection with the estate and/or trust and shall be allowed to pay all charges and expenses so incurred out of the funds of the estate and/or trust. Without prejudice to Clause 1 above, the trustee company may at any time, whether during my lifetime or after my death, upon prior notice in writing to me, terminate its services as executor and trustee without assigning any reasons. In the event that the termination occurs after my death, I agree that the notice of termination shall be deemed served if it is sent by post to my correspondence address. For avoidance of doubt, notwithstanding any termination herein, the trustee company shall be reimbursed for all remuneration and/or fees, costs and expenses arising in respect of services rendered up to the termination. The trustee company shall further be indemnified by me and/or my estate and/or trust for any claims, demands, liabilities, costs and expenses arising in respect of the termination.

**4) Powers, Rights, Duties And Obligations**

The Trustee Company in exercising its rights, duties and powers in respect of the executorship shall instruct from time to time solicitors to apply for probate and shall act on terms of the Will and in accordance with the relevant legislation, including without limitation, in accordance with the provisions of the Trustees Act 1949 and the Probate And Administration Act 1959.

**5) Meeting/Conference/Funeral Arrangements/Disputes**

The Trustee Company is under no duty, obligation or responsibility to make any funeral arrangements for a testator nor arrange for meetings/conferences with any persons or organizations or individuals claiming or disputing any benefit or rights in the estate/trust and shall not take part in resolving any family disputes that may arise in the course of administration of the Testator's estate/trust nor physically safe keep the personal effects of the Testator. Any person who, as against the Trustee Company, claims any rights or benefits in the estate/trust may apply to the Court for directions.

**6) Indemnity**

The Trustee Company and its duly appointed officer(s) and/or director(s) for the time being shall be deemed to be fully and completely indemnified against the funds of the estate and/or trust or otherwise in respect of all actions, proceedings, claims, costs and expenses whatsoever made against or incurred by it arising out of or in connection with the administration by the Trustee Company.

**7) Business forming part of the Estate**

Where the duties of the Trustee Company as executor of the estate and/or trust includes the management of a business or businesses, the Trustee Company may at its absolute discretion carry on the business or may sell or dispose the same upon terms and conditions which it deems as fair. In connection thereto, The Trustee may appoint such agents or any other persons of its choice to carry out the business, and shall be entitled to be indemnified against all costs, fees and expenses out of the funds of the estate/trust.

**8) Trustee Company to be the Lifetime Custodian of the Will**

If the Trustee Company is appointed as the **Sole or Substitute Executor and/or Trustee** of the Will, it is **compulsory** that the Trustee Company be appointed as the **Lifetime Custodian** of the original Will. Upon my demise, and if the Trustee Company is appointed as the Sole Executor and/or Trustee of the Will, the original copy of the Will shall remain in the custody of the Trustee Company and be used for the application for the Grant of Probate and the discharge of its duties as the Sole Executor. However, if the Trustee Company is appointed as the Substitute Executor and/or Trustee, the Trustee Company shall hand over the original Will to the Original Executor provided that all the terms and conditions imposed for the retrieval of the Will have been duly satisfied.

**9) Notification by next-of-kin/other persons**

It shall be my responsibility to advise, inform or instruct my next-of-kin or such other persons whom I have entrusted to notify the Trustee Company of my demise. The Trustee Company shall not be responsible for any delay in assuming the role of the executor and trustee of my Will in the absence of such notification.

**10) Reimbursement**

The Trustee Company shall be reimbursed out of the Trust/estate for all expenses, fees costs and charges incurred in the execution of the duties, trusts and powers herein.

**11) Change of address**

It is my responsibility to inform the Trustee Company of any change in my correspondence address and any other changes in my personal or contact details as stated herein.

**12) Interpretation of Terms**

The interpretation and application of all terms and conditions pertaining to the administration of the estate and/or trust by the Trustee Company including but not limited to the calculation and other matters with regards to the payment of its fees shall be final and conclusive.

**13) Amendments or Variation of Terms**

The Trustee Company reserves the discretion to at any time add, amend, or vary the terms and conditions herein provided.

**THIS CONTRACT IS SUBJECT TO A COOLING-OFF PERIOD OF TEN WORKING DAYS.**

By ticking this box, I hereby waive my cooling-off right and I want this subscribed service with RHB Trustees Berhad to be processed **IMMEDIATELY**.

I have read, understood and agreed to the above Terms & Conditions.

Dated the ..... day of .....20 .....

Signed by the Testator

.....  
Name :  
NRIC No. :

**SCALE OF FEES – SCHEDULE 1****Estate Administration Fees**

Value of Assets (RM)	Fees Charged	
	Movable Assets	Immovable Assets
For the first 5 Million	1.0% p.a.	0.5% p.a. (subject to min RM2,000 per title)
For the next 5 Million	0.5% p.a.	0.5% p.a. (subject to min RM2,000 per title)
For the remaining value in excess of 10 million	0.25% p.a.	0.25% p.a. (subject to min RM2,000 per title)
Cancellation Fee	1.0%	

- This Fee is charged annually subject to a minimum fee of **RM5,000 per annum**.
- The estate administration fees will be chargeable by RHB Trustees Berhad if appointed as professional executor and upon the extraction of Grant of Probate.
- Cancellation Fee of 1% applies upon resignation or replacement of RHB Trustees Berhad as the Executor or Trustee during the administration of the Estate/Trust.
- The fees set out in Schedule 1 above/herein takes effect from 1<sup>st</sup> August 2011 and may change from time to time without any prior notice.

**Acknowledged by Testator:**

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Name :  
NRIC No. :