



**MELITA INTERNATIONAL RETIREMENT SCHEME (MIRS) INDEMNITY (OFFSHORE BONDS)**

**THIS DEED OF INDEMNITY** dated ... .. / ... .. / 20.....

To: CUSTOM HOUSE GLOBAL FUND SERVICES LIMITED a company duly incorporated in Malta and having its registered office at 60 Tigne Towers, Tigne Street, Sliema, SLM 3172, Malta (“the Trustee”).

And To: The Directors of the Trustee.

By: ..... (Member’s Name)

**WHEREAS:**

1. .... (Member’s Name) (“the Member”) is a member of the Melita International Pension Scheme Retirement Trust (“the Fund”).
2. The Trustee is the trustee of “the Fund”.
3. .... (Name of Investment Manager\* and Institution, or Member. \*NOTE The Investment Manager must provide full Regulatory Body and Registration details on Page 2) is the Investment Manager providing investment advice to the Member or the Member, who will manage the transferred pension scheme(s) mentioned under point 4 below.
4. The Member wishes to transfer or has already transferred the following pension scheme(s) into the Fund (UK Pension arrangements as follows):  
.....  
.....  
.....  
.....(Provide details of current pension scheme(s) to be transferred)
5. The Trustee hereby agrees that .....(Name of Investment Manager) shall act as the Investment Manager for the funds mentioned in point 4 above and manage through an Offshore Bond provided by .....(Name of Offshore Bond Provider) on behalf of the member and/or in accordance with the recommendations of the Member on the basis of background information supplied to and approved by the Trustee and subject to obtaining this Indemnity.
6. The Trustee shall hold the funds mentioned in point 4 above in an account created by the Trustee for the said purpose until such time as ..... (Name of Investment Manager or Member) has set-up the Offshore Bond mentioned above.

**INDEMNITY**

7. In consideration of Point 5 and 6 above the Member and/or Investment Manager hereby indemnify the Trustee and its Directors against any claim for any loss, liability, cost or expenses by any party so claiming in respect of:

(i). the advice from the Investment Manager as per the signed Investment Management Agreement dated .....(date/month/year) between the Member and .....  
..... (Name of Investment Manager and Institution).

(ii). the portfolio arising out of performance, management or security of the funds or anything related thereto; and,

(iii). any investments made out of the Trustees approved accounts prior to it being used by an investment manager for the purposes of the Fund.

8. This indemnity shall also include all future and subsequent contributions or injections of funds by the Member into the said Fund and its subsequent management by .....  
(Name of Investment Manager and Institution) or an investment manager other than .....  
(Name of Investment Manager and Institution) or an investment recommendation made by the Member, which is subsequently agreed to and carried out by the Trustee.

Member's Name:  
.....

Name of Investment Institution:  
.....

Member's Signature:  
.....

Investment Institution Address:  
.....  
.....

**WITNESSES NOTE:**

- 1. 2 Witnesses required.
- 2. Witnesses must be over 18.

Witness 1 Name:  
.....

Investment Manager's Name (if applicable):  
.....

Witness 1 Address:  
.....  
.....

Regulatory Body:  
.....

Witness 1 Signature:  
.....

Registration Number:  
.....

Date:  
.....

Authorised Signatory's Name:  
.....

Authorised Signatory (to sign on the Investment Institution's behalf):  
.....

Witness 2 Name:  
.....

Date:  
.....

Witness 2 Address:  
.....  
.....

Witness 2 Signature:  
.....

Date:  
.....