



AVOCAT FIDUCIAIRE

FIDUCIE AGREEMENT: LEGAL AND FINANCIAL ASPECTS

When drawing up the fiducie agreement, the parties must determine by mutual agreement the Trustee's fees and charges.

► **THESE FEES AND CHARGES MAY INCLUDE THE FOLLOWING:**

- Advisory fees for structuring the project;
- Monthly or annual fees for the fiducie's day-to-day management, charged as a fixed amount or based on the time spent;
- Additional variable fees for exceptional transactions linked to the life of the Fiducie and/or its assets.

In addition, if a protector is appointed to oversee the work of the Trustee, the fiducie agreement may also set out his charges and fees and/or repayment of his expenses.

The fiducie agreement must also provide that all the costs and expenses incurred by the Trustee in discharging its duties are paid in full by the Fiducie out of its capital and/or income (management fees, insurance costs, custodial fees, any expenses incurred in the interest of the fiducie, such as accounting fees, financial advisory fees, bank charges, asset managers, lawyers' fees, etc.).

The **Trustee** and **Settlor** must determine together the budget for administrating the Fiducie, in the Fiducie's interests, so that the Trustee has the resources it needs to discharge its duties.

Besides the Trustee's mandate, which must be precisely defined, and the budget for setting up and managing the Fiducie, the Parties must determine the term of the Fiducie. Besides the Trustee's mandate, which must be precisely defined, and the budget for setting up and managing the Fiducie, the Parties must determine the term of the Fiducie.



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