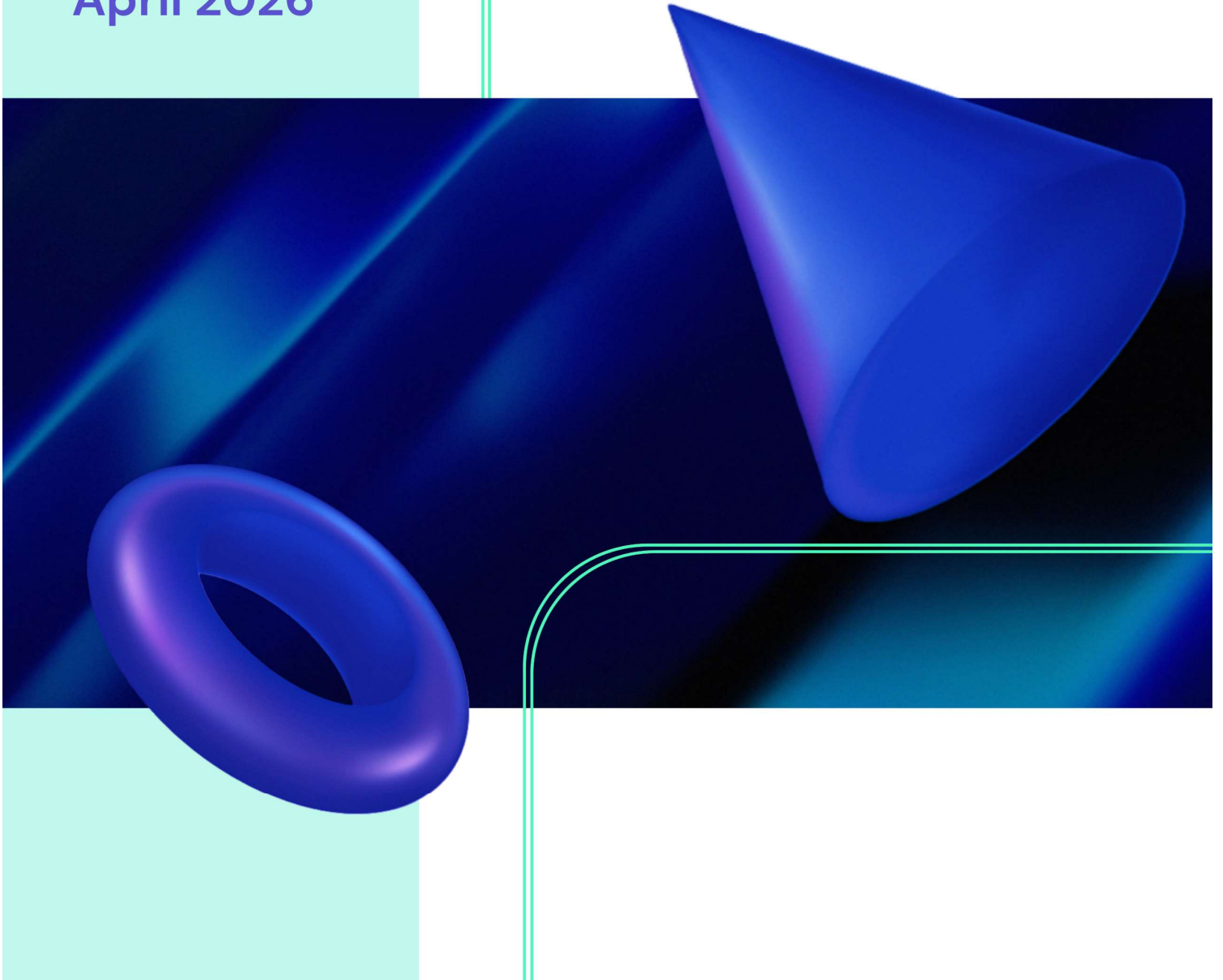


Atla
Group

GENERAL TERMS OF BUSINESS

Atla Retirement Solutions Limited

April 2026



IMPORTANT NOTE

These **Terms of Business** set out important information regarding your engagement with ARSL as a pension service provider to you, and in respect of the Scheme to which you are the designated client, including as a settlor, member or co- Trustee, as maybe applicable.

You should read these Terms of Business carefully and retain them for future reference.

These Terms of Business together with the completed **Letter of Engagement, and, or Application Form**, represent the terms of the contract between you and us (Atla Retirement Solutions Limited).

These Terms of Business apply to all types of pension schemes administered by ARSL.

These terms of business and our legal and regulatory information will be updated from time to time and our latest versions can be located here: [Terms of Business | Atla Group](#) and here: [Legal & Regulatory Information | Atla Group](#)

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms of Business and this Agreement generally, the following terms shall, unless the context otherwise requires, have the following meanings:

ARSL	means Atla Retirement Solutions Limited (a company incorporated in the Isle of Man company number 079046C and which is registered with the FSA as a professional Retirement Benefits Schemes Administrator), its successors, assigns and transferees and references in these Terms of Business to "we", "us" and "our" shall be construed as references to ARSL or where the context requires or permits, to any Group Company including TPL as professional pension scheme Trustee, as appropriate.
Agreement	means the agreement between us and you which is contained in the Letter of Engagement, Application Form, Member Booklet (if applicable) and these Terms of Business (as the same may be amended, supplement or varied from time to time by us.
Application Form	means the application form relevant to the Scheme in relation to which we are providing Services, issued by us to you to complete in respect of the Services provided.
Associated Person	In respect of the Scheme, means a member, Trustee, beneficiary or any relative of such persons; In respect of a company, means a subsidiary, holding company or subsidiary of the same holding company of that company; in respect of a trust, means a settlor, member, Trustee, beneficiary or any relative of such persons; in respect of an individual, means any relative, business associate,

	company in which the individual or any relative has an interest whether as an officer or owner.
Atla Group / Atla	Means the group of which ARSL and TPL are a part, more detail on which can be found on the Atla website.
Authorised Person	means a person authorised by the Client to give instructions, recommendations or requests to us on your behalf in relation to the Scheme or the Services.
Base Rate	means the Bank of England base rate as maybe varied from time to time.
Beneficiary	• During life – the designated member(s) is a sole beneficiary; • On death [of the member] – spouse, children, dependants, nominated persons, Will- designated individuals, legal representatives.
Bribery Act	Means the Bribery Act 2013 [Isle of Man]
Client	means you as the person who hereby instructs us to provide the Services to the Scheme, and references in these Terms of Business to “you”, “your” and “yours” shall be construed as references to the Client.
Controller [Data Controller]	shall have the meaning given to it in the Data Protection Legislation in relation to Data Controllers.
Customer Due Diligence Information	has the meaning given in clause 6.4 and broadly refers to the identification, verification and other due diligence information and documentation as pertaining to the Client and any other party to the business relationship as maybe determined by ARSL.
Data Protection Legislation	means all applicable privacy and data protection legislation and regulations including the Isle of Man Data Protection Act 2018, the GDPR, the Unsolicited Communications Regulations 2005 and any other applicable laws, regulations and secondary legislation in the Isle of Man relating to the processing of Personal Data and the privacy of electronic communications as amended, replaced or updated from time to time.
Data Subject	shall have the meaning given to it in the Data Protection Legislation and means the individuals in relation to whom ARSL controls personal data in the scope of the Services provided.
Employee	means any person employed by ARSL or any Group Company under a written contract of employment or consultancy arrangement.
Fees	means the fees, disbursements and VAT set out in the Fee Schedule, as the same may be varied from time to time.

Fee Schedule	means the Schedule of Fees provided in conjunction with the Letter of Engagement or Application Form.
FSA	means the Isle of Man Financial Services Authority.
GDPR	means the General Data Protection Regulation ((EU) 2016/ 679).
Group Company	means ARSL, TPL, their subsidiaries and associated companies as belonging to the wider Atla Group.
Indemnified Person	means ARSL, TPL, and their subsidiary companies and Atla Group companies and each of their employees, agents, consultants, officers and servants from time to time including former employees, agents, officers and servants)
Isle of Man Law	includes all Isle of Man primary and secondary legislation, all regulations, rules, orders, regulatory guidance notes issued by the FSA or any other Isle of Man regulator or governmental authority, all anti- money laundering, counter financing of terrorism or anti- bribery laws, regulations and guidance and any direction or other regulatory decision made by the FSA or any other Isle of Man regulator or governmental authority including Isle of Man Treasury.
Letter of Engagement	means the letter of engagement between You and Us in respect of the Services and affirming acceptance of these Terms of Business.
Master Trust	means a trust- based, multi- member pension arrangement established and operated under a single trust deed with each member' s benefits maintained separately in accordance with the trust deed and rules.
Member	means the person or persons who are designated as beneficiaries to the trust comprising the pension scheme.
Member Booklet	means the Member Booklet provided to all members of Schemes under a Master Trust arrangement.
Party or Parties	means those bound by the terms of the Agreement, including, but not limited to, you, TPL and ARSL.
Personal Data	means any personal data provided to us by you, or on your behalf, for the purpose of providing the Services to you, pursuant to our engagement with you. "Personal Data" is defined under GDPR and includes any information that relates to an identified or identifiable living individual. Different pieces of information, which collected together can lead to the identification of a particular person, also constitute personal data.
Process	shall have the meaning given to it in the Data Protection Legislation.

Professional Fees	means professional fees and disbursements including, without limitation, any legal, accounting or other fees incurred by ARSL, any Group Company or the Trustee on behalf of the Scheme in any jurisdiction.
Reportable Information	means such information as we determine or Isle of Man Law requires in relation to applicable international reporting obligations and/ or best practice including, for example but without limitation, information on you, the Scheme and others regarding residence, domicile, transactions, source of funds, value of investments and assets, relationships.
SIPP	means a self- invested personal pension scheme, established and administered in accordance with its trust deed and rules.
Scheme	means a pension scheme in respect of which we provide the Services, whether operated under a Master Trust or a SIP.
Scheme Administrator	means Atla Retirement Solutions Limited.
Services	means the pension administration and related Services provided in respect of the Scheme, as set out in the Letter of Engagement and, if applicable, the Member Booklet, as the same may be amended, varied, extended or reduced from time to time.
Settlor	means the person or persons creating and/ or placing funds into the Scheme as more particularly detailed in the Application form.
TPL	Tynwald Pensions Limited – the Trustee company utilised by Atla in terms of providing professional Trustee Services to client scheme.
Trustee	means the trustee or trustees of the Scheme.
VAT	means value added tax or any applicable similar or analogous tax.
Us	Atla Retirement Solutions Ltd and or Tynwald Pensions Ltd.
You	the person who signs the Application form and Letter of Engagement and agrees to and is bound by these Terms of Business.

1.2. A “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular. Where more than one person has an obligation or liability under this Agreement, their obligation or liability shall be joint and several.

1.4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.6. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.

1.7. Headings shall not affect the construction of a clause in this Agreement.

1. SERVICES

2.1 At your request, we agree to provide the Services to you and in respect of the Scheme. You agree to provide us with the undertakings and indemnities set out in this Agreement in consideration for our agreeing to provide the Services. Where our Services include the provision of a Trustee, that Trustee will exercise that function with the reasonable skill and care of a corporate Trustee.

2.2 The provision of the Services is governed by the terms of this Agreement, Isle of Man Law and our internal procedures including, without limitation, our anti-money laundering procedures (as amended from time to time).

2.3 The extent of the Services can be varied from time to time. Where you or any Authorised Person requests us to provide additional Services, we will (where practicable) provide an updated Fee Schedule to you and the Authorised Person. Where this is not practicable, each of you and the Authorised Person agrees that we may charge Fees for these additional Services based on the prevailing Fee Schedule.

2.4 We reserve the right to suspend or refuse to provide any Services where: -

2.4.1 you or any Associated Person with the Scheme have failed to provide any documentation or information requested by us; or

2.4.2 we have enquired into any transaction for purposes such as, but not limited to, the prevention of fraud or crime and have not received such information or explanation we believe to be necessary in the circumstances; or

2.4.3 any requirements of our internal procedures or compliance controls are not satisfied to our reasonable satisfaction; or

2.4.4 it is, in our reasonable opinion, in our interests or the interests of the Scheme or any Associated Person with the Scheme to do so.

3. INSTRUCTIONS AND COMMUNICATION

3.1 Where you, any Authorised Person, or any other person are lawfully permitted to give us instructions and provide consent or exercise powers in relation to the Scheme, we

will act on those instructions, subject to our overriding regulatory, fiduciary and legal duties under Isle of Man Law and other applicable laws. All such instructions must be provided to us in writing. ARSL may, in its absolute discretion, take steps to identify and verify the Authorised Person and who may need to be reaffirmed as acceptable to us to act as an Authorised Person, which will typically require a signed declaration by the Client.

- 3.2 Where we act as Trustee of the Scheme, we are willing, in principle, to give consideration to your lawful requests regarding the activities of the Scheme; however, we shall not be bound by those requests. Under Isle of Man Law, Trustees must always act in the best interests of the beneficiaries and of the Scheme as a whole and their discretion cannot be fettered.
- 3.3 We are hereby authorised, but are not obliged, to rely upon or to act in accordance with any instruction which may from time to time be or purport to be given in writing, by fax, telephone or electronic mail by you or any Authorised Person.
- 3.4 Notwithstanding the above, we may, at any time, do or refrain from doing any act if we shall, in our absolute discretion, consider it proper to do so in connection with the provision of the Services or, where we act as Trustee of the Scheme our duty to the beneficiaries of the Scheme, or in order to comply with the laws of any country having jurisdiction over the Scheme or otherwise. We shall not have any liability hereunder for acting, or refraining from acting, in accordance with this clause 3.4.
- 3.5 You agree that we may communicate with you and any Authorised Person by post, courier, delivery service, fax, email (including unencrypted email), video conference or telephone (including VoIP based systems such as, Microsoft Teams or similar). We shall have no liability for any loss, damage or liability incurred by you or any Authorised Person or Scheme property by reason of the use of email (whether arising from viruses or otherwise) and you and any Authorised Person hereby release us from any such liability.
- 3.6 You hereby agree to indemnify us against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by us, howsoever arising, in connection with, or in relation to, any such instructions or requests given by, or purported to be given by you or any Authorised Person.
- 3.7 We shall not be liable to you or any Authorised Person or any other person for any loss, damage or expense incurred directly or indirectly as a result of a delay by us in acting on your or, if relevant, any Authorised Person's instructions, requests or recommendations unless such delay was caused by our wilful default or fraud. For the avoidance of any doubt, a delay in acting on any instructions, requests or recommendations pursuant to clause 2.4 above shall not amount to wilful default.
- 3.8 We shall not be liable to you or any Authorised Person or any other person for any loss, damage or expense incurred directly or indirectly as a result of us acting on your or, if relevant, any Authorised Person's instructions, requests or recommendations unless such loss was caused by our wilful default or fraud.

3.9 Any notice in writing required to be given under this Agreement may be given by post, courier or hand delivery to the last notified address (or in the case of a company, the registered office) of the party being served and shall be deemed duly served: -

3.9.1 if hand delivered, upon delivery;

3.9.2 if by courier, upon delivery provided proof of delivery is obtained;

3.9.3 if by post within the British Isles, 2 business days after being posted; or

3.9.4 if by post outside the British Isles, 7 business days after being posted.

3.10. Clause 3.9 does not apply to the service of any proceedings or other documents in any legal action.

4. FEES AND CHARGES

4.1 We will charge Fees for the provision of Services and you agree that we are entitled to charge Fees.

4.2 You covenant and agree to be responsible for payment of (a) our Fees, together with applicable VAT and all disbursements which we incur in relation to the Services and (b) any other sums which we are entitled to charge under the terms of the Agreement. You agree that you are liable for all such amounts as a principal debtor and that you have received consideration for, or in respect of, such amounts. For the avoidance of doubt, you agree to be responsible for all such amounts whether or not you return the Letter of Engagement or Application Form duly signed by, or on behalf of, you.

4.3 We will raise periodic invoices for Fees & Disbursements and any other sums due under this Agreement. Invoices are due and payable within 30 days of issue. To the extent permitted by law, you hereby irrevocably authorise us to take payment of each invoice issued by us from any bank account or investment account under our control or from monies held in the Scheme bank account on behalf of the Scheme.

4.4 In the event that there is an insufficient credit cash balance in the Scheme's bank account or investment account to cover any outstanding invoices due, we will make a demand for immediate payment. In the event that any invoice remains outstanding for 30 days or more, we reserve the right to sell any investment or asset owned by the Scheme to cover any charges whenever there is an insufficient credit cash balance in the Scheme's bank account or investment account to cover such charges and you hereby irrevocably agree to appoint us as attorney in this regard.

4.5 We may increase or vary any of our charges from time to time and, where we do, we will notify you of any such change by letter, email, or otherwise in writing. We may from time to time request you to provide a deposit on account towards fees and disbursements.

- 4.6 We reserve the right to exercise a lien over any documents, files or assets belonging to the Scheme which may be in our possession, in respect of any and all outstanding Fees.
- 4.7 We will charge for any work carried out on behalf of the scheme even if the transaction or matter does not proceed to completion or as envisaged.
- 4.8 In the event that any invoice is outstanding, we reserve the right to charge interest on all overdue amounts at a rate of 5% per annum above Base Rate from the date of the invoice until paid.
- 4.9 We reserve the right to charge for all administrative costs in relation to or in connection with pursuing any outstanding invoice, at our usual hourly rates as set out in the Fees Schedule.
- 4.10 You agree to indemnify us in respect of all and any liabilities, costs or expenses (including but not limited to all legal fees) incurred by us in the course of or in connection with taking action to recover debts due under any outstanding invoice on a full indemnity basis.
- 4.11 From time to time, we may receive remuneration from a third party in connection with a transaction effected by us with or for you. Examples of such remuneration include, but are not limited to, brokerage, commissions and referral fees. You and the Scheme hereby consent to us retaining such remuneration in full unless otherwise agreed in writing.

5. YOUR TAX / LEGAL COMPLIANCE

- 5.1 You hereby warrant and confirm that you have obtained independent tax and other financial advice (where applicable) (including in relation to any reporting, filing or disclosure obligations which apply to you) prior to entering into this Agreement and with regard to the establishment and administration of the Scheme. You agree to keep such advice up to date by periodic review. You agree that it is your responsibility to obtain independent advice on the suitability of the Scheme or to any structure which we administer on your behalf or any Service we provide to you or in respect of the Scheme.
- 5.2 We do not provide tax, investment, legal or financial advice and we do not accept any responsibility or liability for any loss or damage suffered by you or any Associated Person with the Scheme or Scheme property as a result of you engaging us to provide Services to you, on your behalf, in respect of the Scheme or to any other structure at your request.
- 5.3 You warrant and represent that you currently, and in the future will continue to, comply with all legal and taxation obligations applicable to you under the laws of the jurisdiction in which you are resident/domiciled or any other relevant jurisdiction including, without limitation, all reporting and filing obligations to any tax or governmental authority in relation to your creation of, interest in, ownership of or

relationship with the Scheme or any structure we administer or provide Services to at your request.

6. INFORMATION & AUTOMATIC EXCHANGE OF INFORMATION

- 6.1 You represent and warrant that the information contained in the Application Form, Personal Questionnaire and or any other information that you have provided to us is accurate and complete and is not misleading in any way. You hereby confirm that you are acting solely as principal and not as agent for any other person, unless acting as such is formally declared to us in writing and we have obtained all relevant affirming documents in this respect and we are satisfied of the legal status of your empowerment.
- 6.2 You must inform us immediately in writing of any changes to your details as given either in the course of application for business or at any subsequent date. This obligation relates to information including, but not limited to, any change of name, address or contact details, and if you are a director or controller of a company, a partnership, or an unincorporated association, any material change in your constitution or equivalent or any change in the composition, identity or addresses of parties connected to your entity such as your officers, beneficial owners, controllers and beneficiaries as applicable, and to provide us with documentary evidence of the change on request.
- 6.3 The obligation in clause 6.2 is particularly important in view of the requirement under automatic exchange of information agreements which requires us to be aware of any change of circumstance which might impact on the information to be reported in relation to you and the Scheme.
- 6.4 Without prejudice to clause 6.2 above, you agree to provide us, as soon as reasonably practicable following a request, all information and/or documentation which we may reasonably require from time to time for the purposes of ensuring that we comply with Isle of Man Law or applicable law in any other relevant jurisdiction which requires us to establish, maintain or operate measures to prevent money laundering or the financing of terrorism.
- 6.5 You acknowledge and agree that until you have complied in full with any request to provide Customer Due Diligence Information, we shall be under no duty to perform or continue to perform any of the Services. Furthermore, we shall be under no obligation to carry out any act where to do so would in our opinion amount to a breach or possible breach of any applicable law including without limitation anti-money laundering legislation.
- 6.6 The extent and/or nature of the Customer Due Diligence Information we request shall take account of any relevant supervisory or regulatory rules or guidance which may apply from time to time.

- 6.7 You undertake to inform us of any matter that may affect our willingness and/or our ability to provide, or continue to provide the Services or any matter that is material to the administration or affairs of the Scheme.
- 6.8 Upon the coming into force under Isle of Man Law of automatic tax or other information exchange agreements between the Isle of Man and other countries from time to time (whether based on bilateral agreements or multilateral global initiatives such as, without limitation, the Organisation for Economic Co-operation and Development's Common Reporting Standard), we may be required to collect Reportable Information and to disclose Reportable Information to foreign tax or governmental authorities either directly or via the Isle of Man Government. Our obligation to obtain, disclose and exchange Reportable Information could extend beyond the Settlor(s) or member(s) of the Scheme, (whether named on the face of the document creating the Scheme or any person who has settled assets into the Scheme), to other relevant parties such as, but not limited to, the beneficiaries or any person holding any power in relation to the Scheme, or whose consent is required, the directors and minority shareholders of any company in any way connected to or associated with the Scheme, persons who receive payments from the Scheme or any Associated Person with the Scheme. You hereby agree to hold us and each Indemnified Person harmless in respect of any collection or disclosure of Reportable Information.

7. RIGHTS OF THIRD PARTIES, ENTIRE AGREEMENT & VARIATION

- 7.1 No person other than a party to this Agreement, their successors and permitted transferees or assigns, shall have any right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 2001 unless we expressly agree in writing to such third party rights.
- 7.2 This Agreement as contained in these Terms of Business as well the Letter of Engagement, Application form and Members Booklet, where applicable, constitutes the entire agreement between the parties in relation to the provision of Services to you and in respect of the Scheme.
- 7.3 We reserve the right to vary, amend or add to any of the terms or provisions of this Agreement, and will give at least 30 days' notice to you of any variation. Please visit atla.im/terms-of-business to obtain our latest terms.

8. ANTI-BRIBERY POLICY

- 8.1 The Isle of Man Bribery Act ("the Act") makes it an offence to give or receive a bribe. It is also an offence under the Act to bribe a foreign public official. The Act applies to all Isle of Man companies as well as to any subsidiary, joint venture, intermediary, introducer, agent etc of an Isle of Man company regardless of where they are in the world.
- 8.2 The implications of the Act for ARSL, you and any Associated Person with you are that bribes must not be offered (even if they are not accepted), paid (be that in monetary terms or in any other form) or accepted (be that in monetary terms or in any other

form). This applies regardless of the location in which the bribe is offered or received. To contravene the requirements of the Act is a criminal offence, the penalties for which include imprisonment and the payment of fines.

- 8.3 It should be noted that the Act extends to the prohibition of facilitation payments. These are often small payments made to expedite a process. Such a payment could be an offence under the Act.
- 8.4 If you become aware of any incidence of bribery directly or indirectly involving the Scheme, you must bring it to the attention of the Money Laundering Reporting Officer. If you require any further information in relation to our anti-bribery policy, please contact the ARSL Money Laundering Reporting Officer in writing at Ground Floor, Dorchester House, Belmont Hill, Douglas, Isle of Man, IM1 4RE.

9. TERMINATION

- 9.1 This Agreement may be terminated by you, or us on giving 30 days written notice (or such shorter notice as the other parties may agree to accept) to the other parties whereupon, but subject to clause 9.2, this Agreement and the obligations of the parties (save in respect of antecedent breaches) cease and terminate.
- 9.2 Subject to clause 9.7, where this Agreement has been terminated by you under clause 9.1 above, the obligations of the parties shall not terminate unless and until the Trusteeship and scheme administration, where applicable, of the Scheme has been duly transferred to a suitable alternative service provider.
- 9.3 We shall be entitled (but not obliged) to terminate this Agreement with immediate effect by notice in writing in the event that:-
 - 9.3.1 you commit any material breach of your obligations under this Agreement or under any other agreement between the parties and have failed to remedy such breach within a reasonable time, if such breach is capable of being remedied; or
 - 9.3.2 you go into liquidation (except for the purpose of a bona fide solvent amalgamation or re-organisation) or are declared bankrupt or a bankruptcy petition is presented against you or a receiver or administrator is appointed in respect of you, or the Scheme is terminated or otherwise fails under the principles of trust law, or anything analogous to any of the foregoing occurs in relation to you or the Scheme under the law of any jurisdiction; or
 - 9.3.3 any legal proceedings are commenced against you or the Scheme assets (including any injunction or civil, criminal, tax, securities or other investigation or proceedings in any jurisdiction);
 - 9.3.4 you fail to provide within a reasonable period of time all Customer Due Diligence Information reasonably requested by ARSL; or
 - 9.3.5 any invoices raised by us remain unpaid 60 days after issue.

- 9.4 Termination shall be without prejudice to any rights or liabilities of any party either arising prior to, or after, termination.
- 9.5 In the event of termination, any applicable minimum annual charge levied by us will not be pro-rated or refunded.
- 9.6 Subject to clause 4.6, upon the effective termination of this Agreement, we shall deliver to the Scheme's Trustee or to whom it may direct, all books of account, correspondence and records relating to the affairs of the Scheme which are the property of the Scheme and which are in our possession. We shall be entitled to take copies if we so wish at the cost to the Scheme.
- 9.7 If you fail to appoint a suitable alternative service provider in respect of the Services we provide to the Scheme within 45 days after notice of termination is served under clause 9.1 or within 7 days if notice of termination is served under clauses 9.3.1-9.3.5, we shall be entitled immediately thereafter to resign from all positions and to cease providing the Services, where this does not conflict with any statutory and legal requirements. In the alternative, in such circumstances, and subject to giving you 14 days' notice in writing, where we act as Scheme 9 Administrator or provide the Trustee of the Scheme, we shall be entitled to commence the termination of the Scheme or to apply to court for directions at the cost of the Scheme assets.
- 9.8 In the event that, following termination of this Agreement, a suitable alternative service provider is not nominated by you and/or we are obliged by law to continue providing the Services, such provision of Services shall continue to be governed by the terms of this Agreement and you shall remain liable for the payment of Fees in accordance with this Agreement.
- 9.9 For the purposes of this clause 9, a "suitable alternative service provider" shall mean a person licensed by the FSA or other relevant regulator (as required) to provide the relevant Services or any other person we deem suitable.

10. INDEMNITY & LIMITATION OF LIABILITY

- 10.1 We shall not be liable (whether under the express or implied terms of this Agreement, or in negligence, or at common law or in any other way) for any loss, damage or expense howsoever suffered by you, any Associated Person with the Scheme, Scheme property, any beneficiary or any other person in connection with, or in relation to, the Services, or any act or omission of any Indemnified Person unless such loss, damage or expense arises from the wilful default or fraud of an Indemnified Person.
- 10.2 We shall not be liable for any loss, damage or expense howsoever suffered by you, any Associated Person with the Scheme, Scheme property, any beneficiary or any other person arising directly or indirectly from any act or default of any other person. For the avoidance of any doubt, but without limitation to the generality of the foregoing, we shall have no liability to you or any other person for any loss, damage or expense suffered by you, any Associated Person with the Scheme, Scheme property, any beneficiary or any other person which is caused directly or indirectly by the default, failure, collapse, insolvency, restructuring or any other act or omission of any bank,

investment manager, agent, nominee, contract counterparty, issuer of any asset or investment held by the Trustee as Trustee of the Scheme, financial advisor or other relevant party and whether the loss arises from a loss of funds, assets, title documents, change in legislation or otherwise.

- 10.3 We shall not be liable for any loss, damage or expense howsoever suffered by you, any Associated Person with the Scheme, Scheme property, any beneficiary or any other person as a result of any event outside our control for example, but without limitation, an agent or third party failing to act on our or your instructions, interruption or delay in the performance of contractual obligations caused by strike, industrial action, systems failure or terrorism).
- 10.4 To the extent permitted by law, and in consideration for our providing the Services, each of you hereby undertake and agree to indemnify each Indemnified Person against all costs, expenses, Fees, damages, claims, losses and liabilities howsoever incurred by any Indemnified Person, whether directly or indirectly, in relation to directly or indirectly:-
- 10.4.1 the Services; or
 - 10.4.2 your non-compliance with this Agreement; or
 - 10.4.3 any civil or criminal enquiry, investigation, prosecution, regulatory action or similar action in any jurisdiction whether or not proceedings have been commenced) into (a) the Client, (b) any Associated Person with the Client, c) any Associated Person with the Scheme or (d) the Scheme, provided that such indemnity shall not cover any costs, expenses, damages, claims, losses or liabilities incurred solely as a result of our fraud or wilful default.
- 10.5 You hereby irrevocably authorise us to deduct the amount of any indemnity granted in this Agreement whenever invoked from any funds we hold in your name or on your behalf or in the name of the Trustee and/or the Scheme or on its behalf.
- 10.6 For the avoidance of any doubt, we shall be entitled to instruct professionals and incur Professional Fees whenever we believe it is in our interests or the Scheme's or any Associated Person with the Scheme's interests to do so.
- 10.7 Our maximum liability to you, the Scheme or any third party in respect of this Agreement, the Services and our relationship with you and the Scheme shall be in line with the Atla Group professional indemnity policy. In the event that you wish to obtain confirmation of the limit or wish to have a limit higher than is in place, please contact us so that we can obtain a quote for you for the required professional indemnity cover.

11. CONFLICTS

- 11.1 Conflicts of interest may arise between you/any Associated Person with the Scheme and us or between you/any Associated Person with the Scheme and another of our clients. Should we become aware of the existence of such a material conflict, we will notify you of that fact. However, without prejudice to the foregoing, this engagement

is not exclusive and we reserve the right to act for other clients, including your competitors.

- 11.2 We aim to provide you with a fully satisfactory service at all times. If, at any time, you are dissatisfied with our service, we would ask you to contact the managing director. We undertake to look into complaints promptly and to do what we can to resolve the position. If you are still not satisfied you may, of course, take up the matter with the FSA.

12. DATA PROTECTION NOTICE

- 12.1 Each of us will comply with all requirements and obligations applicable to us under the Data Protection Legislation in respect of Personal Data.
- 12.2 You shall only disclose Personal Data to us where:
 - 12.2.1 you have provided the necessary information to the relevant Data Subjects (such as Associated Persons, beneficiaries, etc) regarding its use (and you may use or refer to this privacy policy for this purpose);
 - 12.2.2 you have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant Data Subject's consent as expressed to you. (Note that the legal basis on which ARSL processes personal data does not include consent, but rather legitimate interest and contractual obligation. See section 12.3 below); and
 - 12.2.3 you have complied with the necessary requirements under the Data Protection Legislation to enable you to do so.
- 12.3 We shall only process Personal Data:
 - 12.3.1 under Contractual Obligation in order to provide our Services to you and perform any other obligations in accordance with our engagement with you;
 - 12.3.2 under Legitimate Interest in order to comply with our legal or regulatory obligations; and
 - 12.3.3 where it is necessary for the purposes of our legitimate interests and those interests are not overridden by the Data Subjects' own privacy rights.
- 12.4 We are committed to keeping your personal information and the personal information of the Associated Person confidential. We may disclose such information only in the following circumstances: -
 - 12.4.1 where we are compelled to do so by Isle of Man Law or any other relevant or applicable law;
 - 12.4.2 to comply with a court order;

- 12.4.3 where there is a duty to the public to disclose;
 - 12.4.4 where our legal obligations and related interests require disclosure;
 - 12.4.5 where, the legal obligations and related interests of the Trustee or Scheme Administrator, the members or beneficiaries of the Scheme, any Associated Person, or the Scheme as a whole require disclosure;
 - 12.4.6 where the disclosure is made with your, or, as the case may be, the Trustee's or other Authorised Person's, express or implied consent;
 - 12.4.7 for fraud prevention or crime prevention purposes;
 - 12.4.8 to sub-contractors or persons acting as our agents for the purposes of the provision of the Services; or
 - 12.4.9 to Group Companies.
- 12.5 Without prejudice to any other clause in clause 12, we and our Group Companies will use your information for administration, marketing, market research, customer Services, crime (including tax evasion) prevention and detection, anti-money laundering, due diligence, verification of identity, underwriting and statistical analysis. We will disclose your information to our service providers, agents, relevant custodians and investment managers and similar third parties for these purposes.
- 12.6 To help us to prevent fraud, to check your identity and to prevent money laundering, we may search the files of credit reference, due diligence and similar agencies who may record any searches on your file.
- 12.7 To enable us to fulfil our contractual obligations we may transfer your Personal Data to another Group Company for processing and to approved recipients in countries which do not provide the same level of data protection as the Isle of Man if necessary for the above purposes. In the latter case, if we do make such a transfer, we will do this on the basis of a documented contract to ensure that your information is adequately protected.
- 12.8 You hereby consent to us disclosing any of your information which we hold to your appointed agent (if any).
- 12.9 When you give us information about another associated person, you confirm that they have appointed you to act for them, to consent to the processing of their Personal Data, including sensitive Personal Data and to the transfer of their information abroad and to receive on their behalf any data protection notices. By signing the Application Form or proceeding to instruct us to provide the Services, you agree to the terms of this data protection notice.
- 12.10 In respect of the Personal Data, provided that we are legally permitted to do so, we shall promptly notify you in the event that:

- 12.10.1 we are served with an information, enforcement or assessment notice (or any similar notices), or receive any other material communication in respect of our processing of your Personal Data from a supervisory authority as defined in the Data Protection Legislation; or
- 12.10.2 we reasonably believe that there has been any incident which resulted in the accidental or unauthorised access to, or destruction, loss, unauthorised disclosure or alteration of, your Personal Data.
- 12.11 Upon the reasonable request of the other, we shall each co-operate with the other and take such reasonable steps or provide such information as is necessary to enable each of us to comply with the Data Protection Legislation in respect of the Services provided to you.
- 12.12 We will keep the records and documents (electronic and hard copy) relating to the Scheme for as long as we are required to do so under applicable Isle of Man Law and in accordance with our internal document retention policy (as the same may be amended from time to time). We reserve the right to charge for retrieval, copying, couriers and administration time if we are requested to provide access to, or copies of, our files or the Scheme's files.
- 12.13 Atla Group's general privacy policy (available on our website at: <https://atla.im/legalities/>) contains further details as to how we may process Personal Data.
- 12.14 Should you require any further details regarding our treatment of Personal Data, please contact our data protection officer.
- 12.15 Your rights - Under the data protection legislation, you have various rights in relation to our possession and processing of your personal data, these include –
 - 12.15.1 Right of access – you have the right to know whether we are processing your personal data and to request a copy of the personal data we hold about you. You have a right to receive a copy of the information we hold about you if you apply to us in writing: The Data Protection Coordinator, Atla Retirement Solutions Limited, Dorchester House, Peel Road, Douglas, Isle of Man, IM1 4RE.
 - 12.15.2 Right of rectification – you have the right to request that we correct any information that you believe is inaccurate and complete any information that is incomplete.
 - 12.15.3 Right to request erasure – you have the right to request that we erase your personal data, under certain conditions.
 - 12.15.4 Right to restrict processing – you have the right to request that we restrict the processing of your personal data, under certain conditions.
 - 12.15.5 Right to object to processing – you have the right to object to our processing of your personal data under certain conditions. Specifically, where we are

processing data for our legitimate interests. This includes processing for marketing, business development, statistical, website administration and management purposes.

12.15.6 Right to data portability – you have the right to request that we transfer the data that we have collected to another organisation, or directly to you, under certain conditions. If you would like to exercise any of these rights, please contact us using the details given in section 12.15.1. of this Policy.

12.16 Concerns and Complaints

If you have a query, concern or complaint regarding our handling of your personal data, please get in touch so we can resolve the matter. Please use the contact details in section 12.15.1. of this Policy. We take concerns about our handling of personal data seriously and endeavour to resolve any issues promptly.

Should you feel that we have not adequately addressed your concern, you have the right to make a complaint to the Isle of Man Information Commissioner.

Information Commissioner
First Floor, Prospect House
Prospect Hill
Douglas
Isle of Man
IM1 1ET
Website: www.inforights.im
Email: ask@inforights.im
Telephone: + 44 (0) 1624 693260

13. ASSIGNMENT AND TRANSFER

13.1 The terms of this Agreement shall be binding upon and endure for the benefit of the successors of the parties but shall not be assignable in whole or in part by you without our prior written consent.

13.2 Subject to any regulatory requirements and the terms of the relevant Scheme documentation, we shall be entitled to assign and transfer both our rights and obligations hereunder (whether as a result of a corporate reorganisation, a sale of our business or for any other reason) to any other party upon 30 days' notice in writing to you. You hereby irrevocably consent to our absolute right to assign and transfer as set out herein.

14. NON-SOLICITATION OF EMPLOYEES

14.1 You undertake that for so long as you are a client of ARSL, and for a period of two years immediately following the termination of our engagement (however arising), you will not solicit, entice away or endeavour to solicit or entice away any Employee from ARSL or any Group Company.

15. LAW & JURISDICTION

- 15.1** This Agreement is governed by, and to be construed in accordance with, the laws of the Isle of Man.
- 15.2** Each of the parties hereby agrees to submit to the exclusive jurisdiction of the Isle of Man Courts in relation to any dispute regarding this Agreement.

16. ACCEPTANCE OF THE TERMS OF THIS AGREEMENT

- 16.1** By signing the Application Form, you hereby confirm that you have received, read and agree to be bound by these Terms of Business and any other terms of the Agreement as outlined in the Letter of Engagement, Application Form or Members Booklet, where applicable.
- 16.2** In the event that you fail to sign the Application Form but proceed to instruct us to provide any of the Services to the Scheme, you will be deemed to have accepted, and be bound by, these Terms of Business and the other terms of the Agreement. Services are only provided by Atla Retirement Solutions Limited and its wholly owned subsidiary Tynwald Pensions Limited. Atla Retirement Solutions Limited is registered with the Isle of Man Financial Services Authority as a professional Retirement Benefits Schemes Administrator (RA001).