

TERMS OF BUSINESS

Date: Delivery

BETWEEN:

You, as Trustee(s) of your Scheme, your business, which is the current Principal Employer and Us, being R C Client Services Limited (CRN:15613650) whose registered office is situated at 128 City Road, London. EC1V 2NX (the "Supplier").

Role and Responsibilities in this Terms of Business:

Principal Employer Role: Functions as the main employer participating in the Scheme. Responsible for contributing to the Scheme as outlined in the rules and supporting its overall objectives.

Trustee(s) Role: Act as custodians of the Scheme, its funds, assets and all powers exercised in their appointment.

(Supplier) Role: Provides online platform management, calculation systems, and processing of transactions, data management, mobile app enablement and data delivery. Email customer support, web support and telephone assistance. It uses the tradename Retirement Capital for delivery of its services and is responsible for software and system management.

Registered Administrator: Is responsible for tax compliance, TPR reporting, pension banking services, and all regulatory tax reporting. It uses the tradename Retirement Capital for delivery of its services. It can also act as a Practitioner where instructed to do so.

BACKGROUND

- A. The Supplier provides services (the "**Services**") set out in this Terms of Business with effect from the date of renewal date of the Scheme.
- B. The Principal Employer and Trustee(s) jointly consent to the novation to the Supplier to carry out the services as set out in this Terms of Business.
- C. The charges under the previous Services Agreement shall be treated as the consideration under this Terms of Business with effect from the date of renewal of the Scheme.

THE SERVICES

1. Online Requirements

A. The Trustee(s) appoint The Supplier to assist the Trustee(s) and Registered Administrator with delivery of statutory information requirements.

2. Transfer Information

From time to time, the Supplier will provide system support and information for the delivery of transfer information to users who are migrating accrued rights from other providers.

3. Calculation of Benefits

The Supplier will provide online calculation functionality and will maintain the records and data attributed to each member's account.

4. Payroll Services

The Supplier shall provide system software support for the delivery of payroll facility. The Trustee(s) shall be responsible for ensuring that the Scheme bank account has sufficient funds to pay pensions and shall also be responsible for the payment of any taxes and interest on sums due to the relevant tax offices.

5. Online Platform

A. The Supplier grants to each member the following non-exclusive, non-transferable licence for the duration of this Terms of Business to access their information on a customer relationship management system, known as "Retirement Capital" and its applications and use it subject to the terms and conditions of this Terms of Business.

B. The members shall use the Retirement Capital system and the information contained therein for the stated purposes only of administration and access to data appertaining to each member's account.

C. If the members believe that their data has been accessed by an unauthorised third party, they should inform the Supplier immediately whereupon the member's username and password will be revoked and the Trustee(s) will be issued with a new username and password.

D. The Platform, its design and its applications are and shall remain the intellectual property of the Rights Holder and the member shall not replicate, copy or transfer to themselves or a third party for commercial use.

E. Neither Party to this Terms of Business shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

F. The Supplier has made every reasonable effort to ensure the accuracy and completeness of the Platform, however no warranty, express or implied is given as to the accuracy and completeness of the Platform.

G. With the exception of death or personal injury caused by the negligence of the Supplier, the Supplier shall not be liable for any loss, damage or injury suffered by the Trustee(s) howsoever arising from its use of the Platform.

F. The Supplier shall provide technical support to the Trustee(s) from time to time necessary for the performance of their obligations.

6. Fees, and Charges

A. It is hereby agreed that the Principal Employer (or in the event of their dissolution the Trustee(s)) shall be responsible for the payment of all professional fees, charges and costs charged or incurred by The Supplier in the performance of the Services (the "Fees") from the Scheme.

B. The Fees payable form part of this Terms of Business. The Fees may be varied by The Supplier giving a minimum notice period of 1 month prior to the renewal date of the Scheme.

C. The Annual Operation Fee shall be charged to the Principal Employer and this will be invoiced and become due on the renewal date for the Scheme.

D. Subject to (C), the Annual Operation Fee will be on each annual anniversary thereafter, following the date of tax registration.

F. In the event of that the Principal Employer does not settle the invoice due to the Scheme in respect of the services provided within 14 days on the date of the invoice, the Trustee(s) consent that the Supplier may direct the Registered Administrator to meet the costs and disbursements directly from the fund and the Trustee(s) shall recover those costs directly from the Principal Employer. The Principal Employer may also agree with the trustees for disbursement costs to be met from the fund.

G. Where the fee is charged to the Principal Employer, the recovery of their costs from the Scheme shall be agreed between the Trustee(s) and Principal Employer.

7. Scheme Bank Account

The Trustee(s) authorise the Supplier to hold account information, including upload of account information onto its software applications necessary for the performance of online services delivery. The Supplier shall not be a signatory to the bank account.

8. Scheme Investment Information

The Trustee(s) may open one or more investment accounts with consent of the registered administrator. The Trustee(s) authorise the Supplier to hold investment account information, including upload of account information, API connection onto its software applications necessary for the performance of online services delivery. Investment accounts include all investment holdings permissible under the Rules of the Scheme. The Supplier shall not be a signatory or party to any investments undertaken by the Trustee(s).

9. Reporting Requirements

The Supplier shall provide and maintain a record of data held on its systems necessary for the reporting requirements imposed on the registered administrator and Trustee(s). All Reporting requirements shall be the responsibility of the Scheme Administrator, unless otherwise agreed.

10. Data Protection

A. In accordance with Data Protection legislation, the Supplier processes this information lawfully and fairly, to which the Trustee(s) consent, and the Supplier maintains procedures to protect it.

B. The Supplier and the Trustee(s) agree to be bound by the GDPR Policy set out in Schedule 2.

11. Novation, Amendment and Termination

A. This Terms of Business shall come into force at the date of this Terms of Business and shall be automatically renewed on each anniversary, being the date of this Terms of Business. It may be terminated by the Supplier or the Trustee(s) jointly on giving 30 days written notice to the other parties in accordance with the terms of this Terms of Business.

B. The terms and conditions of this Terms of Business may be amended by The Supplier at any time provided that any such amendment is made with 30 days' written notice.

C. The Supplier reserves the right to novate any part of the service performed under this Terms of Business to a third party at its sole discretion. The Supplier shall ensure that the novated services adhere to the standards and conditions set forth in this Terms of Business. Notwithstanding any such novation, the Supplier shall remain fully responsible for the costs and

liabilities associated with the performance of such services, ensuring that the Trustee(s) and Principal Employer are not financially impacted by such novation.

D. Termination of this Terms of Business for any reason shall be without prejudice to any accrued rights, existing commitments or any contractual provision intended to survive termination, including the Fees accrued and due to The Supplier.

E. If this Terms of Business is terminated, each of the parties shall provide all reasonable assistance to the others to facilitate the orderly transfer of all relevant documentation in accordance with the instructions of the Trustee(s). The reasonable costs incurred by The Supplier in facilitating the transfer shall be met in accordance with Clause 8 of this Terms of Business.

12. Liability

A. The Supplier shall exercise reasonable skill and care in the performance of the Services subject to legislation applying to the Scheme.

B. The Supplier will not be liable for indirect or consequential losses. Direct liability will only be acknowledged in cases of proven gross negligence or willful misconduct, including but not limited to breaches of contract, breaches of statutory duty, or fraud. This includes negligence leading to data breaches, or misrepresentation of information critical to the operation of the Scheme.

13. Indemnification Boundaries:

The Trustee(s) and Principal Employer shall indemnify the Supplier against claims arising from the breach of this Terms of Business, except where such claims result from the Supplier's proven gross negligence or willful misconduct. This indemnification covers claims made by persons entitled to the Scheme Funds or any part thereof and includes all related costs and expenses, except to the extent that such costs are due to the Supplier's aforementioned negligence or misconduct."

Any losses incurred under shall be limited to the amount paid under the professional indemnity insurance policy in force from time to time maintained by the Supplier.

14. Instructions

The Supplier is authorised to act on the instructions of the Trustee(s) individually or jointly which shall be binding on all and be jointly and severally responsible for all duties, obligations and liabilities attaching to either of them under this Terms of Business.

15. General

A. The Trustee(s) understand and accept that The Supplier is not providing any regulated activity within the scope of the FCA in relation to any transaction or service carried out under this Terms of Business and the Trustee(s) agree that all requests, demands and instructions given to The Supplier under this Terms of Business are given in reliance of their own judgement.

B. This Terms of Business (or any of the arrangements contemplated hereby) shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Terms of Business. None of the parties shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.

C. The Supplier is authorised to act on instructions of the Principal Employer and Trustee(s) individually or jointly which shall be binding on all, unless otherwise stated in this Terms of Business, be jointly and severally responsible for all duties, obligations and liabilities attaching to either of them under this Terms of Business.

D. The parties to this Terms of Business will at all times maintain the confidentiality of all information acquired in consequence of it, except for information which they are bound to disclose under compulsion of law or regulatory authority or requested by their professional advisers.

E. Any notice or other communication given by The Supplier to any one of the Trustee(s) shall for the purposes of this Terms of Business be deemed to be given to all.

F. Delivery of this document by electronic mail will have the same effect as physical delivery of the paper document and shall apply from the scheme renewal date and shall be deemed valid and binding, unless any one party notifies the Supplier of their objection to the terms in advance of the renewal date.

**Schedule - GDPR Policy governing the obligations imposed by the Regulation (EU)
2016/679 (the 'Policy')**

Contents

Background

1. **Definitions and Interpretation**
2. **Consideration**
3. **Subject Matter and Duration of Processing**
4. **Nature and Purpose of Processing**
5. **Types and Categories of Data Processed**
6. **Obligations and Rights of the Data Controller**
7. **Obligations of the Data Processor**
8. **Conditions for Consent**
9. **Subject Access Requests**
10. **Records of Processing Activities**
11. **Data Protection Impact Assessments**
12. **Appointing a DPO**
13. **Confidentiality**
14. **Notification of Personal Data Breach**
15. **Sub-Contracting**
16. **Term and Termination**
17. **Governing Law**

BACKGROUND

(A) The Trustee(s) (Controller) determines the processing of personal data as detailed in the Services Terms of Business with the Supplier.

(B) The Supplier (Processor) processes personal data on behalf of the Controller as detailed in the Services Terms of Business and required by HMRC and TPR.

(C) The Controller has engaged the Processor to process personal data on its behalf.

(D) Article 28 of Regulation 2016/679 requires Controllers to use Processors that provide guarantees for appropriate measures to protect data subjects' rights.

(E) Article 28(a) of Regulation 2016/679 stipulates that processing by a processor on behalf of a controller must be governed by a contract ensuring the processor acts only on the controller's instructions and implements necessary measures to protect personal data.

(F) In compliance with Regulation 2016/679, the Controller and Processor wish to enter this Terms of Business.

(G) This Policy is part of the Services Terms of Business between the Trustee(s) and the Supplier.

1. DEFINITIONS AND INTERPRETATION

1.1 Key terms are defined as follows:

- **GDPR:** Regulation 2016/679 on data protection and free movement.
- **National Law:** The law of the Processor's Member State.
- **Personal Information:** Identifiable information about a natural person.
- **Processing Personal Data:** Operations performed on data such as recording, altering, or deleting.
- **Sub-Contracting:** Arranging for a third party to fulfil obligations.
- **Security Measures:** Measures to protect personal data from breaches.
- **DPIA:** Assessment to identify risks to personal information.
- **DPO:** Data Protection Officer.

2. CONSIDERATION

2.1 The Processor shall comply with security, confidentiality, and other obligations under this Policy in return for processing data on behalf of the Controller.

3. SUBJECT MATTER AND DURATION OF THE PROCESSING

3.1 The Controller provides necessary data for the Processor's duties, including sensitive data, as specified in the Services Terms of Business and regulatory requirements.

3.2 The Processor ensures data is securely used for contractual duties and accessible only to authorised staff.

3.3 Specific consent is obtained for processing special category data, with measures to keep it secure.

3.4 Data is retained for the contract duration plus six years, or longer for special category data.

4. NATURE AND PURPOSE OF THE PROCESSING

4.1 Data processing is to fulfil the Supplier's duties as detailed in the Services Terms of Business and in accordance with applicable laws, including data sharing with HMRC and The Pensions Regulator.

5. TYPE AND CATEGORIES OF PERSONAL DATA BEING PROCESSED

5.1 Types of data include:

- Identification details (name, address, DOB, NI number).
- Proof of ID and address.
- Financial information.
- Personal details on dependents, marriages, divorces, and deaths.

5.2 No automated profiling is conducted.

6. OBLIGATIONS AND RIGHTS OF THE DATA CONTROLLER

6.1 The Data Controller determines the processing purpose and method, exercises overall control, and is accountable for breaches and GDPR compliance.

6.4 Responsibilities include:

- Complying with principles.
- Honouring data subjects' rights.

- Ensuring lawful processing.
- Appointing a DPO.
- Demonstrating compliance.
- Managing data processors.
- Record-keeping.
- Co-operating with authorities.
- Securing personal information.
- Ensuring breach transparency.
- Notifying safeguards for third-country data transfers.

7. OBLIGATIONS OF THE DATA PROCESSOR

7.1 The Data Processor performs processing as defined by the Controller and legal requirements.

7.3 Responsibilities include:

- Complying with principles.
- Honouring data subjects' rights.
- Appointing a DPO if necessary.
- Performing processing per Terms of Business.
- Updating the Controller.
- Managing sub-processors.
- Keeping data confidential and secure.
- Co-operating with authorities.
- Notifying the Controller of breaches.

8. CONDITIONS FOR CONSENT

8.1 Consent is required from data subjects for specific processing areas, indicated by signatures.

9. SUBJECT ACCESS REQUESTS

9.1 Processors must respond to requests within one month, providing information on:

- Purpose of processing.
- Categories of data.
- Data recipients.
- Data retention period.
- Rights to rectification, restriction, and deletion.
- Data source if not collected from the subject.

9.2 Information must be provided simply and accessibly, with possible administrative costs for further copies.

10. RECORDS OF PROCESSING ACTIVITIES

10.1 Both Controller and Processor must maintain records of processing activities, including details of parties involved, activities, cross-border transfers, and security measures.

11. DATA PROTECTION IMPACT ASSESSMENTS

11.1 Processors must conduct DPIAs for new systems or processes affecting personal data and provide records to the Controller.

12. APPOINTING A DPO

12.1 The DPO, required under UK law, advises on GDPR compliance, liaises with authorities, monitors compliance, and advises on DPIAs.

13. CONFIDENTIALITY

13.1 Processors must maintain data confidentiality and use data only for service provision, continuing obligations as specified by law.

14. NOTIFICATION OF PERSONAL DATA BREACH

14.1 Breach notification obligations:

- Processor notifies Controller.
- Controller notifies authority and data subjects if rights and freedoms are affected.
- Notifications must be within 72 hours.

15. SUB-CONTRACTING

15.1 Processors need written consent from the Controller for sub-contracting, and sub-processors must adhere to this Policy's rules.