

Dated 15th february 2018

- (1) Catherine Lucy Gough-Williams and
Ian David Gough-Williams (TRUSTEES)
- (2) Cranfords (SUPPLIER)

**ADMINISTRATION SERVICES
AGREEMENT for the
ZICO OTS Ltd Pension Scheme**

This Agreement is made on

15th february

2018

Between

- (1) **Catherine Lucy Gough-Williams and Ian David Gough-Williams** of 12 Hamhaugh Island, Shepperton, TW17 9LP (the "**Trustees**"); and
- (2) 'Cranfords' which is the trading style of 3110950 Ltd registered at Companies House under the number of 3110950 at the address of 48 Chorley New Road, Bolton, BL1 4AP (the "**Supplier**")

Background

- (A) The Trustee and the Supplier have agreed that the Supplier shall provide administration services to the Trustee on behalf of the Scheme.
- (B) Pursuant to its powers under the Trust Deed the Trustee hereby appoints the Supplier to be the Scheme Administrator and to administer the Scheme through providing the Services. This Agreement sets out the terms on which the Supplier shall provide the Services.

1 Definitions

In this Agreement, the following expressions shall, save where the context otherwise requires, have the following meanings:

"Act" means the Finance Act 2004 and any subsequent amendment;

"Agreement" means this Agreement between the parties together with the Schedule(s) attached hereto as the same may be amended, modified or supplemented from time to time in accordance with those provisions;

"Business Day" means a day (other than a Saturday or Sunday or Public Holiday) between the hours of 9.00am and 5.00pm;

"Charges" means all the fees, charges, disbursements and VAT described in clause 6.1 and any fees or charges payable for Termination Assistance under clause 18.3;

"Commencement Date" means the date on which the Scheme is established in accordance with its governing provisions;

"Confidential Information" means all information whether conveyed orally, in writing, in machine readable form or otherwise which relates to a party's business, products, developments, trade secrets, know-how, personnel, customers (including all Personal Data) and suppliers (whether or not designated as "confidential information" by the disclosing party) together with all information derived from the above and all information designated as confidential or which ought reasonably to be considered confidential but does not include information which:

- (i) is or becomes public knowledge other than by breach of clause 15;
- (ii) is received from a third party who lawfully acquired or developed it and who is under no obligation of confidence in relation to its disclosure; or
- (iii) is independently developed without the use of the other party's Confidential Information;

"Data Protection Legislation" means the DPA, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all other applicable laws, codes and regulations whatsoever relating to the processing of Personal Data and privacy under English law, as amended from time to time;

"Data Subjects" shall have the meaning prescribed by Data Protection Legislation;

"DPA" means the Data Protection Act 1998;

"Fees" means the fees payable to the Supplier for providing the Services as described in Schedule 2 of this Agreement;

"Fund" means all monies, gifts, transfer payments, funds, investments, policies and property or other sums or assets held by the Trustee upon the trusts of the Scheme including the contributions paid to the Trustee in accordance with the Trust Deed including all income, accretions, options and rights relating to such investments or otherwise held by the Trustee upon the trusts of the Scheme;

"Good Industry Practice" means the exercise of the level of reasonable skill and care that would be expected from a suitably skilled, trained and experienced professional pension scheme administrator who is experienced in administering small self-administered pension schemes;

"HMRC" means Her Majesty's Revenue & Customs or such other entity as from time to time may perform the role of pension scheme registration;

"Intellectual Property Rights" means (i) copyright, patents, trademarks, rights in semi-conductor chip topographies, internet domain names and website addresses and other similar rights or obligations, database rights and rights in trade marks, designs, (whether registered or unregistered) (ii) applications for registration and the right to apply for registration for any rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Loss" and **"Losses"** means any costs, expenses, charges, liabilities, losses, awards, interest, penalties, fines and damages of any kind whatsoever and however caused or incurred or suffered except for:

- (i) loss of profits, business, contracts or goodwill; or
- (ii) special, indirect, consequential or pure economic loss.

"Personal Data" shall have the meaning prescribed by Data Protection Legislation;

"PRAS Regulations" means the Registered Pension Schemes (Relief at Source) Regulations 2005;

"Principal Employer" means the party named as such in the Trust Deed;

"Regulator" means any person having regulatory or supervisory authority over any part of the Services or the Supplier's business including but not limited to the Pensions Regulator, Financial Conduct Authority and Pensions Ombudsman or their successor;

"Schedule(s)" means any schedule(s) to this Agreement and all schedules shall form part of this Agreement;

"Scheme Administrator" means the person or persons responsible for the discharge of the functions conferred or imposed on the administrator of the Scheme by or under Part 4 of the Act and the schedules relating to that Part of the Act;

"Sensitive Personal Data" shall have the meaning prescribed by Data Protection Legislation;

"Services" means all the services to be provided by the Supplier to the Trustee under this Agreement;

"Successor Supplier" means any party appointed by the Trustee to replace the Supplier as provider of all or any Services;

"Termination Assistance Services" means the assistance, if any, to be provided by the Supplier to the Trustee upon the termination of this Agreement as set out in clause 18 of this Agreement;

"Trust Deed" means the definitive trust deed and rules governing the Scheme as amended from time to time; and

"VAT" means Value Added Tax charged under or pursuant to the Value Added Tax Act 1994.

2 Interpretation

- 2.1 In this Agreement, unless the context otherwise requires:
- 2.1.1 Reference to the singular includes the plural and vice versa, and reference to a gender includes the other gender.
 - 2.1.2 References to a statutory provision includes references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it.
 - 2.1.3 The headings in this Agreement are for ease of reference only and shall not affect its interpretation.
 - 2.1.4 References to clauses and to Schedules are to the clauses and schedules of this Agreement
 - 2.1.5 In the event that and to the extent only of any conflict between the clauses and the Schedules, the clauses shall prevail.

3 Appointment of the Supplier

- 3.1 Pursuant to its powers under the Trust Deed, the Trustee appoints the Supplier to act as Scheme Administrator and provide the Services and the Supplier agrees to act as Scheme Administrator and to provide the Services to the Trustee on the terms set out in this Agreement.

4 Start and duration of Agreement

- 4.1 This Agreement shall take effect on the Commencement Date and shall continue unless terminated in accordance with clause 17 of this Agreement.

5 Performance of the Services

- 5.1 The Supplier shall from the Commencement Date use all reasonable endeavours to perform the Services described in Schedule 1 in accordance with:
- (a) Good Industry Practice;
 - (b) the Trust Deed;
 - (c) the terms of this Agreement; and
 - (d) all applicable laws, regulations and orders which apply to the Scheme, the Agreement and the Supplier in its role as Scheme Administrator.
- 5.2 The Supplier may perform additional services or take action outside or beyond what is set out in Schedule 1 if either:
- 5.2.1 the Supplier has been asked by the Trustee to provide additional services; or
 - 5.2.2 the Supplier considers, in its absolute discretion, that it would be prudent or appropriate to do so to ensure compliance with law or the proper administration of the Scheme or to ensure that the Trustee or the Supplier complies with any applicable legal requirements.

6 Charges

- 6.1 The Supplier will be entitled to make the following charges for providing the Services:
- 6.1.1 the Fees set out in Schedule 2;
 - 6.1.2 any additional charges that the Supplier may agree with the Trustee for providing additional services in accordance with clause 5.2 of this Agreement;
 - 6.1.3 all disbursements including VAT incurred by the Supplier in carrying out the Services or any additional services; and

6.1.4 any other charges that the Supplier is entitled to make or deduct under the Trust Deed.

6.2 Pursuant to its powers under the Trust Deed, the Supplier shall be entitled at its absolute discretion to:

- (a) deduct the Charges directly from the Fund; and
- (b) sell, convert or liquidate any part of the Fund for the payment of any Charges.

As an alternative the Trustee and the Supplier may agree (at the Supplier's absolute discretion) that any Charge may be paid directly to the Supplier by the Trustee or the Sponsoring/Participating Employer.

6.3 The Supplier may increase the Fees in accordance with Schedule 2. Where the Supplier wishes to increase the Fees other than as set out in Schedule 2 or wishes to make additional charges and the Supplier and the Trustee cannot reach agreement on that, the Supplier may exercise its powers under the Trust Deed to wind up the Scheme.

6.4 If any amount in respect of VAT is paid by the Trustee to the Supplier and it subsequently transpires that the supply made by the Supplier to which such amount relates was not chargeable with VAT, the Supplier shall repay to the Trustee an amount equal to the amount of VAT so paid by the Trustee if and to the extent that the Supplier is able to obtain a refund (whether by way of credit or repayment) from HMRC in respect of such amount. The Supplier shall use its reasonable endeavours to obtain any refund from HMRC in accordance with this clause 6.4.

6.5 The part of the Fees that is the annual management charge (see Schedule 2) including, if applicable, any VAT shall be invoiced annually. The first annual management charge shall be invoiced by the Supplier after the Commencement Date (the "**Start Date**"). Subsequent annual management charges shall be invoiced on the date which is 12 months from the Start Date and each 12 months thereafter.

6.6 Any additional charges for additional services (including any VAT) shall be invoiced as agreed between the Supplier and the Trustee. Any other charges or disbursements that the Supplier is entitled to make or deduct pursuant to clause 6.1.4 shall be invoiced quarterly, as and when they are incurred, with the first quarterly period starting from the Commencement Date¹.

7 Trustee obligations

7.1 The Trustee shall from the Commencement Date use all reasonable endeavours to carry out its duties as trustee of the Scheme in accordance with:

- (a) the Trust Deed;
- (c) the terms of this Agreement; and
- (d) all applicable laws, regulations and orders which apply to the Trustee in its role as trustee of the Scheme and in relation to its obligations under this Agreement.

8 Mutual obligations of the parties

8.1 All instructions and reporting from either party to the other shall be made in writing which shall include email.

8.2 Each party shall inform the other party in writing of all legal agents entitled to give instructions on behalf of the relevant party.

8.3 The parties shall provide all reasonable co-operation with one another with a view to ensuring the proper running of the Scheme.

- 8.4 The parties shall use all reasonable endeavours not to do or omit to do anything that would prejudice the status of the Scheme as a registered pension scheme within the meaning of the Act.
- 5 Payments made by either party out of any Scheme bank account shall only be made in accordance with the Trust Deed, the terms and conditions of the relevant bank account, any relevant bank account mandate or authority, and the provisions of this Agreement where relevant.

9 Data Protection

- 9.1 The parties acknowledge that the relationship between them created by this Agreement involves the processing of Personal Data and/or Sensitive Personal Data and that for the purposes of the provision of the Services in relation to the Data Protection Legislation the Trustee shall be the "data controller" and the Supplier shall be the "data processor" within the meaning of the DPA.
- 9.2 The Trustee shall ensure that all data disclosed to the Supplier has been validly obtained and that the disclosure and transfer of such data is lawful.
- 9.3 The Trustee shall provide to the Supplier such Personal Data, Sensitive Personal Data and with such other information as the Supplier may reasonably require in order for the Supplier to provide the Services.
- 9.4 Both parties shall, at all times, comply with their respective obligations under the Data Protection Legislation in relation to the Scheme and this Agreement. Neither party shall do, nor cause or permit to be done, anything which may result in a breach of the Data Protection Legislation by the other.
- 9.5 Without prejudice to the rest of this clause 9, the Supplier shall process Personal Data and Sensitive Personal Data in accordance with:
- (a) the Data Protection Legislation, the laws of the United Kingdom, and the provisions of the Seventh Principle of the DPA; and
 - (b) the Trustee's specific lawful written instructions as notified to the Supplier from time to time.
- 9.6 The Supplier shall maintain appropriate organisational and technical processes and procedures in place to safeguard against any unauthorised or unlawful processing, access, accidental loss, destruction, damage, theft, use or disclosure of Personal Data and/or Sensitive Personal Data.
- 9.7 The Supplier may share the Personal Data with third parties in order to perform the Services. However, where it is necessary to share Sensitive Personal Data with third parties, the Trustee's specific consent will be sought prior to doing so.
- 9.8 For as long as the Supplier retains any Personal Data or Sensitive Personal Data after the termination of this Agreement the Supplier shall continue to be bound by the provisions of this Agreement relating to the processing of Personal Data and / or Sensitive Personal Data until all such data has been returned to the Trustee, or transferred to a replacement supplier, or destroyed, as directed by the Trustee.
- 9.9 The Trustee will retain ultimate ownership of any files and data passed by it to the Supplier. However, the Supplier may retain records, documents, files and information which it acquires or creates pursuant to this Agreement consistent with its obligations under the DPA.
- ## **10 Representations and Warranties**
- 10.1 Each party warrants and represents that, as at the date of this Agreement:
- 10.1.1 it has full capacity and authority to enter into and to perform this Agreement;
 - 10.1.2 this Agreement is executed by a duly authorised representative of that party;
 - 10.1.3 once duly executed, this Agreement shall be legally binding on the parties.
- 10.2 The Supplier warrants and represents on an ongoing basis that its obligations under this Agreement will be performed by appropriately experienced, qualified and competent personnel.

- 10.3 The Trustee warrants and represents on an ongoing basis that it shall notify the Supplier as soon as reasonably practicable if it should be disqualified by law from acting as a trustee of the Scheme or be prohibited or suspended from acting as trustee of the Scheme by an order of the Pension Regulator.

11 Delegation

- 11.1 The Supplier may delegate, sub-contract or outsource any of its obligations under this Agreement to a competent third party or agent including but not limited to:
- 19.1.1 delegation of any obligations or duties which relate to tax or the Act or the role of Scheme Administrator or which are regulated or enforced by HMRC or the Pension Regulator; and
 - 19.1.2 delegation to a third party to act as "authorised practitioner", within the meaning of that term for the purposes of the Act and in accordance with HMRC requirements.

12 Reliance by the Supplier

- 12.1 The Supplier shall have absolute discretion as to whether it should rely on oral statements or instructions from the Trustee or any third party.
- 12.2 Any communication provided by the Supplier in writing is provided solely for the use of the Trustee. It is not intended to be relied upon by third parties and any third parties to whom any written communication by the Supplier is passed receive it "as is" and at their own risk.

13 Supplier's obligations

- 13.1 For the avoidance of doubt, the Services shall not include the provision of legal advice by the Supplier to the Trustee and the Supplier shall be under no obligation or duty to the Trustee to provide it with legal advice or act as legal adviser to the Trustee at any time. However, the Supplier shall supply the Trustee on request with such information and explanations about the provision of the Services and the Scheme as the Trustee may reasonably require to assist the Trustee with the performance of its obligations under this Agreement and in relation to the Scheme generally.
- 13.2 In carrying out the Services the Supplier shall use such bank accounts as the Trustee may authorise from time to time or as the Supplier is authorised to use under the Trust Deed.

14 Conflict of Interest

- 14.1 In the event of a conflict of interest arising, the Supplier will immediately inform all relevant parties and in the first instance seek to resolve the conflict to the satisfaction of all the parties concerned. In some circumstances it may not be possible to resolve the conflict and the Supplier reserves the right to terminate this Agreement and / or resign as Scheme Administrator in accordance with clause 17 as it in its absolute discretion deems appropriate.

15 Confidentiality

- 15.1 Neither the Trustee nor the Supplier shall disclose any Confidential Information in relation to the other to a third party without prior written consent, save for the following exceptions:
- 15.1.2 disclosures made at the specific request of the other party;
 - 15.1.2 disclosure to a party's professional advisers provided that the professional adviser agrees to the same duties of confidentiality as apply under this Agreement;
 - 15.1.3 disclosure to a Regulator or any government or other authority or any regulatory body;
 - 15.1.4 disclosure as a party to legal proceedings of a competent jurisdiction; and
 - 15.1.5 disclosure as required by law.

16 Liability

16.1 This clause 16 sets out the entire financial and legal liability of the parties to each other in respect of:

- (a) any breach of this Agreement;
- (b) any representation, statement or tortious or negligent act or omission arising under or in connection with this Agreement;
- (c) any act of maladministration relating to the Scheme;
- (d) any breach of trust or duty pursuant to this Agreement; and
- (e) any other act or omission or breach of law by either party.

For the purposes of this clause 16, any reference to the Supplier, Trustee or "a party" includes the Supplier's or Trustee's or party's employees, officers, agents, consultants and subcontractors.

16.2 Nothing in this Agreement shall exclude the liability of either party for fraud or death or personal injury or anything else that cannot by law be excluded.

16.3 Subject to clause 16.4 and 16.5 each party shall be liable to the other in relation to Loss that one party incurs or suffers as a result of:

- (a) a breach by the other party of their obligations under this Agreement; and
- (b) a party's negligence, maladministration or breach of trust or duty in connection with this Agreement.

16.4 Subject to clauses 5.1 and 16.2 and to the fullest extent permitted by law, the Supplier shall not have any legal liability to the Trustee for any Loss whatsoever or however incurred or suffered by the Trustee in respect of any of the following:

- (a) any inaccuracy or deficiency in any information, data or document:
 - (i) provided to the Supplier by the Trustee or any third party; or
 - (ii) provided by the Trustee to any third party; or
 - (iii) provided to the Supplier by the Trustee or a third party on the Trustee's behalf, and that the Supplier then provides to any other third party on behalf of the Trustee;
- (b) any delay or failure in the performance of the Supplier's obligations under this Agreement resulting from:
 - (i) events beyond the Supplier's reasonable control (for example, an IT or software or systems failure); or
 - (ii) the acts or omissions of third parties or the Trustee's acts or omissions, including but not limited to delays in providing information to the Supplier or carrying out the Supplier's or the Trustee's instructions;
- (c) any other acts or omissions of any third party, including:
 - (i) any advice or opinion given to the Trustee by any third party;
 - (iv) the performance or non-performance by any third party of any legally binding agreement between the Trustee and that third party;
- (d) any acts or omissions undertaken by the Supplier prior to the commencement of this Agreement;

- (e) any other acts or omissions by the Trustee or by any Regulator that result in the Trustee being legally disqualified from being able to act as a trustee of the Scheme or as a director or officer the Scheme's sponsoring employer;
- (f) any change or clarification in the law that happens after the date on which this Agreement takes effect (whether or not it has retrospective effect) and that impacts or affects the definition or regulation or status or tax treatment or advantages or disadvantages or validity of, or the law applicable to, the Scheme;
- (g) any failure by the Supplier to provide the Trustee with legal advice or tell the Trustee about a change in the law; and / or
- (h) any report given by the Supplier in good faith to a Regulator.

16.5 To the extent that either party has any legal liability to the other party (whether under this Agreement or under overriding law) and to the extent that such liability can be limited by law, each party's liability to the other whether in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise shall in all circumstances be limited to the amount of £100,000.

16.6 Any condition or warranty that might otherwise be implied or incorporated within this Agreement to impose liability on a party to this Agreement by reason of statute or common law or otherwise is hereby expressly excluded.

16.7 Subject to clause 16.5 the Trustee shall indemnify the Supplier against any Loss incurred or suffered by the Supplier arising from any act or omission for which the Trustee is liable to the Supplier in accordance with this Agreement.

16.8 Subject to clause 16.5 the Supplier shall indemnify the Trustee against any Loss incurred or suffered by the Trustee arising from any act or omission for which the Trustee is liable to the Supplier in accordance with this Agreement.

17 Termination

17.1 Each party may terminate this Agreement without cause by giving the other party at least 3 months' notice in writing.

17.2 Any party may terminate this Agreement by giving the other party 1 month's notice in writing at any time throughout the duration of this Agreement in the following circumstances:

- (a) where that other party has committed a material breach of its obligations under this Agreement which is not capable of remedy; or
- (b) where that other party has committed a material breach of its obligations under this Agreement and where such breach is capable of remedy but that other party has failed to remedy such breach within 1 month of receiving notice specifying the breach and requiring its remedy; or
- (c) where in relation to that other party any action, application or proceeding is made with regard to it for:
 - (i) voluntary arrangement or composition or reconstruction of its debts;
 - (ii) the presentation of an administration petition;
 - (iii) its winding-up or dissolution;
 - (iv) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer; or
 - (v) any similar action, application or proceeding in any jurisdiction to which that other party is subject

except where a resolution by the other party or court order that the other party be wound up is for the purpose of a bona fide reconstruction or amalgamation.

17.3 Where the Supplier wishes to terminate this Agreement under clause 17.1, it shall use reasonable endeavours to find a replacement Scheme Administrator to be appointed prior to the expiry of the notice to terminate this Agreement. All costs reasonably incurred by the Supplier to comply with this clause 17.3 shall be treated as a disbursement relating to the Services within the meaning of clause 6.1.3. Subject to clause 17.4, if a replacement Scheme Administrator is not appointed prior to the expiry of the notice to terminate this Agreement, then notwithstanding clause 17.1 and 17.2, this Agreement shall continue in full force and effect and the period of notice under clause 17.1 shall be deemed to be extended until the earliest of:

- (a) the date when a replacement Scheme Administrator is validly appointed; or
- (b) the date when the Scheme is wound up

in accordance with the provisions of the Trust Deed.

17.4 Where the Supplier terminates this Agreement under clause 17.1 because:

- (a) the Supplier reasonably believes or suspects the Trustee to be engaged in criminal or fraudulent activity in relation to the Scheme; or
- (b) in the Supplier's reasonable opinion, the Trustee is acting unreasonably or obstructively in respect of the appointment of any replacement Scheme Administrator or is preventing the Supplier from complying with its obligations and duties under this Agreement or is deliberately failing to comply with its own obligations under this Agreement; or
- (c) there are Fees or Charges that are due and payable and have been outstanding for 12 months or more but which the Supplier has been unable to recover from the Fund or the Trustee,

then the Agreement shall be terminated on the expiry of the 3 months notice to terminate given under clause 17.1.

17.5 Nothing under this Agreement shall effect the ability of the Supplier or the Trustee to trigger the winding-up the Scheme in accordance with the Trust Deed.

18 Consequences of Termination

18.1 Any termination of this Agreement shall be without prejudice to any rights or remedies a party may be entitled to under this Agreement or at law and shall not affect any accrued rights or liabilities of any party nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

18.2 Where notice to terminate is given the Supplier shall as soon as reasonably practicable:

- (a) return all Confidential Information of the Trustee to the Trustee in an acceptable form; and
- (b) return all other documents, papers, data or other property of the Trustee relating to the Scheme which is in the Supplier's possession or under its control.

18.3 Where notice to terminate is given the Supplier shall provide for the period of the termination notice (including any period of deemed notice under clause 17.3) such termination assistance as may be reasonably requested by the Trustee to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to a Successor Supplier ("**Termination Assistance**"). Termination Assistance shall be provided by the Supplier to the Trustee on the basis of the fee set out in Schedule 2.

18.4 The provisions of clauses 6,9,15,16,18 and 19 shall continue in full force and effect and survive termination of this Agreement for any reason.

18.5 Notwithstanding any other provision of this clause 18 the Supplier shall be entitled to make such reasonable charge for effecting the transfer of any Scheme assets or concluding any other

paperwork that may be necessary to enable the Trustee or any replacement administration service provider to provide services equivalent to the Services or otherwise operate the Scheme.

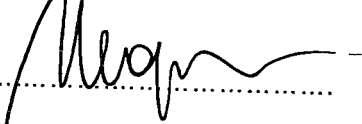
- 18.6 The Supplier shall use reasonable endeavours to comply with applicable parts of the Pensions Administration Standards Association Code of Conduct on Administration Provider Transfers, but where there is a conflict between the terms of this Agreement and the Code, the terms of this Agreement shall prevail and failure by the Supplier to comply with the Code shall not be regarded as a material breach of this Agreement.

19 General

- 19.1 No term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement and no term of this agreement can be varied by the application of the Contract (Rights of Third Parties) Act 1999.
- 19.2 This Agreement is governed and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.
- 19.3 No term or provision of this Agreement shall be deemed waived and no breach excused unless the waiver or consent is in writing and signed by the party who has waived the term or provision.
- 19.4 No variation will be made to the Services or this Agreement without the prior written consent of all the parties.
- 19.5 No party to this Agreement may assign its obligations under this Agreement without the other parties' prior written consent (such consent not to be unreasonably withheld or delayed), save that the Supplier may assign this Agreement without the other parties' consent to any other group company.
- 19.6 If any provision of this Agreement is held to be illegal, invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.
- 19.7 No party to this Agreement may make any public statement, nor any announcement or disclosure about this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed).
- 19.8 This Agreement and the documents referred to herein constitute the whole and only Agreement between the parties relating to the rights and obligations of the parties between themselves with respect to the subject matter hereof and supersede and extinguish any prior drafts, Agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating thereto, save that nothing in this clause 19.8 shall limit or exclude any party's liability for fraud or misrepresentation.

AS WITNESSED this Agreement has been signed by the parties on the date first above written.

SIGNED BY:

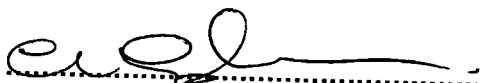


MERLE OPREA

Print Name

For and on behalf of Cranfords

SIGNED BY



Catherine Lucy Gough-Williams (Trustee)

In the presence of:

Witness signature:



Full name:

Lauren Walsh

Address:

10 litchfield road,

cricklewood, NW22RE

Occupation:

Adiminstration

SIGNED BY



Ian David Gough-Williams (Trustee)

In the presence of:

Witness signature:



Full name:

Lauren Walsh

Address:

10 litchfield road,

cricklewood, NW22RE

Occupation:

Adiminstration

Schedule 1

Services

The Supplier will provide the following services in relation to Scheme in accordance with the Trust Deed:

1. Register the Scheme with HMRC under Part 4 of the Act and deal with any related HMRC queries.
2. Act as Scheme Administrator and carry out all the statutory obligations of the Scheme Administrator under the Act including:
 - (a) complying with statutory reporting requirements to HMRC;
3. Administering transfer payments into the Scheme from, and from the Scheme to, other legally acceptable pension arrangements.
4. Opening, closing and managing the Scheme's bank account(s).
5. Administering and reconciling all Scheme investment transactions and all payments to and from the Scheme.
6. Administering and arranging for the payment of benefits from the Scheme including lump sum death benefits, annuities and income drawdown.
7. Arranging for the safe keeping of appropriate Scheme records including records of members, benefits payable, contributions paid, investments bought and sold and documents of title or original legal documents.
8. Liaising with the Scheme Trustee and the Trustee's adviser (if any) as required.
9. Handling statutory reporting requirements to the Pension Regulator (in relation to the Scheme) and to Companies House (in relation to the Scheme's sponsoring employer).
10. Responding to reasonable Trustee and member queries in relation to the Scheme.
11. Implementing pension sharing, earmarking and attachment orders.
12. Where applicable, taking all administrative steps necessary to complete the winding up of the Scheme (where a wind up is triggered).
13. The deduction of all tax and tax charges from the Fund or any payment due from the Scheme and accounting to HMRC for all tax due.
14. Dealing with any required data protection registrations.
15. Arranging payment of any statutory levies.
16. Arrange for payment of / deduction of Charges.
17. Obtain medical evidence required as a statutory precondition for payment of ill health benefits.
18. Deal with any other statutory disclosure requirements on behalf of the Trustee e.g. production of benefit statements.
19. Commission annual report and accounts or audited accounts for the Scheme (where required by law).
20. Provision of a trust deed and rules to establish the Scheme.

Schedule 2

Fees shall be as follows:

Scheme Establishment

£990 plus VAT (for the first member)
£495 plus VAT (each additional member)

Covering:

Provision of Trust Deed and Rules
Registration of the Scheme with HM Revenue & Customs
Provision of nomination of beneficiary forms for death benefits
Registration of the Scheme with the Pensions Regulator (If applicable)
Opening of Scheme bank account
Collection of data and arranging transfer of existing pension policies
Registration of Trustees on the Data Protection register (if applicable) and on-going correspondence

Annual Administration Fees

£990 per annum (for the first member)
£495 per annum (each additional member)

Covering:

HMRC scheme return
HMRC event reports
Pensions Regulator returns (if applicable)
All on-going correspondence with HMRC
Provision of scheme record keeping
Handling day to day correspondence
Annual valuation
Organising payment of data protection and pensions regulator invoices (if applicable)

Additional fees will be applicable for transactions such as investment purchases, property purchase, loans and drawdown calculations. A copy of the full fee schedule is available upon request.

The scheme will be liable for external transaction costs such as stamp duty, property valuation, legal fees, stock exchange fees, stockbroker fees.