

DATE: 19/3/20

Software Services and Online Agreement for the Gough Pension Fund

BETWEEN:

Justin and Linda Gough acting as Trustees of the Gough Pension Fund (where there are one or more persons are collectively, the "**Trustees**" and each of them a "**Trustee**"); and Practitioners Partnership LP operator of the Retirement Capital platform whose registered address is situate at 1st Floor, World Trade Centre, Bayside Road, GX11 1AA (the "**Supplier**").

WHEREAS:

- A. The Scheme is governed by a deed made between the Principal Employer and the Trustees.
- B. The Supplier provides services (the "**Services**") set out in this Agreement.
- C. The Trustees will appoint the Supplier to carry out the services as set out in this agreement to the Trustees.
- D. Where the context herein requires, the singular number shall be deemed to include the plural, the masculine gender shall include the feminine and neuter genders, and vice versa.
- E. In consideration of the charges set out in Schedule 1 of this Agreement, the Trustees agree to appoint the Supplier to provide the Services with effect from the date of this Agreement:

THE SERVICES

1. Establishment of a Scheme

The Supplier will provide a draft trust deed and rules (the "**Scheme Deed**" and "**Scheme Rules**"), together with the associated documents necessary to establish the Scheme under trust, adopt the governing rules, appoint the Trustees and confirm membership for the initial members of the Scheme.

2. Takeover of a Scheme

- A. The Supplier will provide a draft trust deed of amendment together with the associated documents necessary to takeover the provision of certain services from a transferring provider. The Supplier will provide the necessary document to establish a scheme
- B. In the case of a Scheme Establishment or a Scheme Takeover, unless otherwise notified by the Trustees, a designated Trustee will be the Scheme Administrator for HM Revenue & Customs (HMRC) purposes.
- C. The designated Trustee who shall be the Scheme Administrator is: Justin Gough.

3. Online Requirements

A. The Trustees appoint The Supplier to undertake on behalf of the Trustees and Registered Administrator online registration with HMRC.

B. The Trustees as the Scheme Administrator, hereby authorises the Supplier to complete on their behalf; (i) the online registration of the Scheme with HMRC; and (ii) each Trustee's online registration as Scheme Administrator with HMRC including the following declarations:

- The Scheme meets all the criteria to be registered as a pension scheme under Finance Act 2004 and in particular, is established for the purpose of providing benefits in respect of persons listed at section 150 Finance Act 2004

Each of the Trustees further declares that:

- To the best of my knowledge and belief, the information given in this application to register the pension scheme for the purposes of tax relief is correct and complete and I understand that I am responsible for providing any further information and declarations reasonably required by HMRC in order to consider the application.

- The instruments or agreements by which this pension scheme is constituted do not directly or indirectly entitle any person to unauthorised payments. In addition the way in which the pension scheme is to be administered will not knowingly entitle any person to unauthorised payments.

- I understand that as Scheme Administrator I am responsible for discharging the functions conferred or imposed on the Scheme Administrator of the pension scheme by Finance Act 2004, and I intend to discharge those functions at all times, whether resident in the United Kingdom or another EU member state or non-member EEA state. I understand that I may be liable to a penalty and the pension scheme may be de-registered if I fail properly to discharge those functions. I understand that I may be liable to a penalty and the pension scheme may be de-registered if a false statement is made on this application, or in any information I provide in connection with this application, and that false statements may also lead to prosecution.

C. The Supplier is further authorised to make such necessary declarations on behalf of the Scheme Administrator and provide ongoing reporting requirements in order to maintain the tax integrity of the Scheme. The Supplier shall provide a copy of all declarations and submissions to the Scheme Administrator within 6 months of the filing date.

4. Operation of the Scheme

The Supplier will provide general guidance on the operation of the Scheme in accordance with the Scheme Rules as and when reasonably requested by the Trustees.

5. Technical updates

From time to time, the Supplier will provide updates regarding changes in pensions related legislation. The Supplier will only provide specific details on how such legislation and guidance might affect the Scheme Rules.

6. ICO Registration and Pensions Regulator Registration and maintenance

The Supplier is authorised by the Trustees to register and maintain registrations as may be required by the Pensions Regulator and the ICO to conform to relevant statutory requirements. The payment of levies shall be paid directly by the Trustees and or Principal Employer.

7. Calculation of Benefits

The Supplier will calculate and maintain the value of each Scheme member's interest in the Scheme assets in accordance with the Scheme Rules.

8. Payment of Pensions

The Supplier shall operate a payroll facility for the payment of pensions and shall, where instructed by the Trustees pay the taxes due on those payments when such payments become due. The Trustees 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.

9. Online Platform

A. The Supplier grants to each member who is a Trustee of the Scheme the following non-exclusive, non-transferable licence for the duration of this Agreement to access the Platform and its applications and use it subject to the terms and conditions of this Agreement.

B. The Trustees shall use the Platform and the information contained therein for the stated purposes only set out in the Schedules 2.

C. If the Trustees believe that their data has been accessed by a third party they should inform the Supplier immediately whereupon the Trustees username and password will be revoked and the Trustees will be issued with a new username and password.

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

E. Neither Party to this Agreement 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 Supplier howsoever arising from its use of the Platform.

10. Fees, and Charges

A. It is hereby agreed that the Trustees 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 unless it has been otherwise previously agreed by all parties that such Fees be met from other sources.

B. The Fees payable by the Scheme are set out in the Schedule 1 and form part of this Agreement. The Fees may be varied by The Supplier giving a minimum notice period of 30 days.

11. Scheme Bank Account

The Trustees may open one or more bank accounts for, and in the name of, the Scheme with one or more banks of their choosing or the Trustees can jointly appoint a third party to provide this service.

12. Data Protection

A. In the course of providing its Services, The Supplier receives information from the Trustees and about the Trustees, and so will act as a data processor under the Data Protection Regulations. In accordance with Data Protection legislation, the Supplier processes this information lawfully and fairly, to which the Trustees consent, and the Supplier maintains procedures to protect it.

B. The Supplier and the Trustees agree to be bound by the GDPR Policy set out in Schedule 2.

C. This Agreement shall only come into force on the acceptance and execution of a separate agreement between the Supplier and the Trustees detailing each party's GDPR responsibilities and duties.

13. Novation, Amendment and Termination

A. This Agreement shall come into force at the date of this Agreement and shall be automatically renewed on each anniversary, being the date of this agreement. It may be terminated by the Supplier or the Trustees jointly on giving written notice to the other parties in accordance with the terms of this Agreement.

B. The terms and conditions of this Agreement may be amended by The Supplier at any time provided that any such amendment is made with 14 days notice by electronic mail.

C. The Supplier may novate as a party to this Agreement any part or the whole of this Agreement on giving 1 month's electronic notice of the novation to the Trustees and/or Principal Employer.

D. If the Scheme is to be wound up for any reason this Agreement will terminate automatically on completion of that winding up.

E. Termination of this Agreement 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.

F. If this Agreement is terminated, each of the parties shall provide all reasonable assistance to the others to facilitate the orderly transfer of all relevant documentation to new administrators or other advisers in accordance with the instructions of the Trustees. The reasonable costs incurred by The Supplier in facilitating the transfer shall be met by the Scheme Funds or by the Trustees.

14. 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 any losses, costs, liabilities or expenses incurred by the Trustees in connection with this Agreement save for such losses, costs, liabilities and expenses resulting directly from the negligence, wilful default or fraud of The Supplier in the performance of the Services.

C. Any losses incurred under 15.b shall be limited to the professional indemnity insurance policy in force from time to time maintained by the Supplier

D. The Trustees shall indemnify The Supplier against (i) any breach by the Trustees of this Agreement and (ii) all claims and demands made by persons entitled or purporting to be entitled to the Scheme Funds or any part thereof and against all costs and expenses in relation thereto, except to the extent that any such claim or demand is attributable to any matter for which The Supplier is liable under this Agreement.

E. The Supplier is authorised to act on the instructions of the Trustees 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 Agreement.

15. General

A. The Trustees understand and accept that The Supplier is not providing investment advice in relation to any transaction or service carried out under this Agreement and the Trustees agree that all orders, requests, demands and instructions given to The Supplier under this Agreement are given in reliance of their own judgement.

B. This Agreement (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 Agreement. 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 the instructions of the Trustees individually or jointly which shall be binding on all, unless otherwise stated in this Agreement, be jointly and severally responsible for all duties, obligations and liabilities attaching to either of them under this Agreement.

D. The parties to this Agreement 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 to be given under this Agreement shall be in writing in English and signed by or on behalf of the party giving it (or its representative) and in accordance with any other requirements of this Agreement and shall be delivered by hand, sent by prepaid recorded delivery or registered post, to the address set out below.

F. Any notice or other communication given by The Supplier to any one of the Trustees shall for the purposes of this Agreement be deemed to be given to all.

G. Electronic signatures adopted in accordance with Electronic Signatures Regulation 2002 (SI 2002 No. 318), whether digital or encrypted, by any and all the parties included in this document are intended to authenticate this document and shall have the same force and effect as manual signatures.

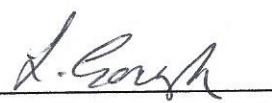
H. Delivery of a copy of this document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

Signed by the Trustees:

Justin Gough

Signature 1: 

Linda Gough

Signature 1: 

Signed for and on behalf of the Supplier:

For Retirement Capital