



Unum Life Assurance Master Plan (Ex)

This is a composite working copy of the Unum Life Assurance Master Plan (Ex) consolidating the original trust deed and subsequent amendments.

Version date: 13th January 2025

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THIS TRUST DEED

is made on 3 October 2018

BETWEEN:

- (1) **Claims Services International Limited** (company number 02661656) whose registered office is at Milton Court, Dorking Surrey RH4 3LZ, (the **sponsor**); and
- (2) ¹Irwin Mitchell Trustees Limited (company number 07307344) whose registered office is Riverside East, 2 Millsands, Sheffield, England, S3 8DT (the **trustee**).

BACKGROUND:

- (A) The **sponsor** has decided to establish the **Unum Life Assurance Master Plan (EX)** (the **plan**) to provide lump sums on death for such employees of **participating employers** as are admitted to membership. The **plan** is not to be treated as a registered pension scheme under section 153 of the Finance Act 2004.
- (B) The **policies** will all be excepted group life policies as defined in section 480(3) of The Income Tax (Trading and other Income) Act 2005.
- (C) The **plan** is designed to have sections for individual **participating employers**. The sections are set out by the **policy or policies** applicable to each **participating employer** and will apply to the **members** in that

section. The terms in the **policies** will override any contrary provisions in this deed.

- (D) Execution of this deed confirms the establishment under irrevocable trusts of the **plan** with effect from 4 October 2018.
- (E) The **benefits** under the **plan** shall be secured by a **policy or policies** effected by **participating employers** with a United Kingdom branch or office of **Unum**.

NOW THIS DEED PROVIDES as follows:

1. GENERAL INTERPRETATION AND DEFINITIONS

1.1 Interpretation

- 1.1.1 In this deed where the context so allows, words in the singular shall include the plural and vice versa, and any term of a masculine gender may be read to include the feminine gender.
- 1.1.2 References in this deed to any statute or regulation made under it shall include a reference to any statutory amendment or re-enactment or as changed by law.
- 1.1.3 Without affecting the rights of the **sponsor** or the **trustee**, or those persons admitted to participate in the **plan** under clause 9.1.1, no other person shall be entitled to rights under the Contracts (Rights of Third Parties) Act 1999 as a result of this deed.

1.2 Definitions

- 1.2.1 In this deed and any subsequent amendment the following expressions shall have the meaning given to them below:

beneficiary means such persons named below as are living at the date of the death of the **member**, but shall not include any person who is prohibited from benefiting from the **plan** by virtue of Section 482(3) of the Income Tax (Trading and Other Income) Act 2005:

- (a) the spouse or civil partner of the member;
- (b) the children and remoter descendants of the member;
- (c) any other children and remoter descendants of the parents of the member, and of the parents of the spouse or civil partner of the member;
- (d) any spouse, civil partner, widow or widower of any of the persons described in paragraphs (b) and (c) above;
- (e) the parents of the member, the parents of the spouse or civil partner of the member;
- (f) any person to whose advancement, maintenance, education or support the member shall, in the opinion of the trustee, have contributed;
- (g) any individual person or charity (including an unincorporated body or association) notified by the member to the trustee as a person or body who the member wishes to be considered

¹ Irwin Mitchell Trustees Limited was appointed as trustee of the plan with effect from 13 January 2025. The previous trustee of the UK-703077593.2

plan was Zedra Governance Limited (formerly known as PTL Governance Limited) until 13 January 2025.

as a recipient of benefit in the event of their death;

- (h) any individual person or charity (including an unincorporated body or association) who or which are entitled to an interest in the member's estate in accordance with their will;
- (i) the trustees of a trust independent of the plan for the benefit of one or more of the above beneficiaries;

the relationships described above shall include adoptive and step-relationships and relationships of the half-blood, and any former spouse or **civil partner** of the **member** and children conceived but yet to be born at the **member's** death.

benefit means the lump sum amount payable on the death of a **member**. The amount of **benefit** actually payable under the **plan** shall be limited to the amount paid to the **trustee** in respect of the **member** from the **policy**.

civil partner means a person in a registered civil partnership under the Civil Partnership Act 2004, or treated as being in a registered civil partnership under that Act.

deposit taker has the meaning given in sections 49(8A) and 49(8B) of the Pensions Act 1995.

member means an employee in respect of whom **benefit** is payable under a **policy**.

participating employer means any person or body accepted by the **sponsor** to participate in the **plan** under clause 9. In respect of any **member** 'the **participating employer**' means that one or more of the **participating employers** by which they are for the time being employed.

plan means the Unum Life Assurance Master Plan (EX) constituted by this deed.

policy means a policy for the time being in force issued by **Unum** covering some or all of the employees of a **participating employer or participating employers** to secure lump sum death benefits to be held on the trusts of the **plan**. Unless and until the **sponsor** directs otherwise, all **policies** shall be excepted group life policies as defined in section 480(3) of The Income Tax (Trading and Other Income) Act 2005.

premiums means the premium payable under the policy.

professional adviser means any qualified solicitor, barrister, accountant, actuary, broker, medical practitioner or any other professional person the **trustee** reasonably believes to have the appropriate skills and experience to provide advice on a particular area and who provides that advice by way of business.

sponsor means Claims Services International Limited or any company, firm or person who becomes the sponsor under clause 10.

spouse means a legal husband or wife, including a same sex spouse, or a person who in the opinion of the **trustee** is a co-habiting dependent partner of the deceased **member** or the first surviving if more than one such person.

trust deed means this deed and any other formal documents governing the operation of the **plan** at any time.

² **trustee** means Irwin Mitchell Trustees Limited or any person who becomes the trustee or trustees of the **plan** under clause 3.2.

³ **Unum** means the company called Unum Limited (company number 983768), incorporated under the laws of England and Wales with its registered and head office at Milton Court, Westcott Road, Dorking RH4 3LZ.

2. ESTABLISHMENT OF THE PLAN

- 2.1 The **sponsor** establishes the **plan** under irrevocable trusts with effect from 4 October 2018.
- 2.2 The **sponsor** hereby appoints the **trustee**, and the **trustee** hereby accepts appointment as the first trustee of the **plan**.
- 2.3 The trust established by this **trust deed** shall be administered by the **trustee** in accordance with the provisions of this **trust deed**, as amended from time to time.
- 2.4 The **plan** shall be interpreted so as to meet the requirements of a relevant life policy defined in Section 393B of the Income Tax (Earnings and Pensions) Act 2003 and Section 480 of the Income Tax (Trading and Other Income) Act 2005 and any other relevant legislation.

3. TRUSTEE

3.1 General provisions

- 3.1.1 The **trustee** shall ensure the sole purpose of the **plan** remains at all times the payment of lump sums on death in respect of any **member** and that the **trust deed** and the **policies** continue to meet the requirements to be an excepted group life policy within the meaning of section 480(3) of The Income Tax (Trading and Other Income) Act 2005.
- 3.1.2 The **trustee** shall at all times observe the provisions of the **trust deed** and any amendments made from time to time to the **plan** or as required by overriding legislation.
- 3.1.3 The decision of the **sponsor** shall be final on all matters of doubt arising under the **plan**, all questions which are left to their determination or decision in relation to the **plan**, and on all matters relating to the management and administration of the **plan** on which the **trust deed** is

² Irwin Mitchell Trustees Limited was appointed as trustee of the plan with effect from 13 January 2025.

³ Updated pursuant to Deed of Amendment dated 28th March 2024 (effective from 6th April 2024)

silent. The **sponsor** need not give reasons for any decision.

3.1.4 The **trustee** shall have the power, with the **sponsor's** consent, to make or revoke any regulation or other provision (not being inconsistent with the **trust deed**) as they think fit relating to any matter or thing not provided for under the **trust deed**, or for the administration of the **plan**. The **trustee** shall have the power generally to do all such acts and things as they may consider necessary or expedient for the maintenance and preservation of the **plan** and of the rights of the **members** and/or any **beneficiary** subject always to the consent of the **sponsor**.

3.1.5 If the **trustee** or the **sponsor** become aware that the **plan** may be subject to any tax or any fiscal imposition which was not anticipated at the establishment of the **plan**, they shall consult each other in good faith with a view to considering whether any amendment should be made to the **plan** under clause 11 or whether the **plan** should be terminated under clause 12, and shall use their respective reasonable endeavours to implement any actions agreed.

3.2 Appointment and removal of trustee

3.2.1 The **sponsor** may by deed remove a **trustee** or appoint a new or additional **trustee** without any limit on numbers provided that one month's written notice shall be given to any **trustee** before that **trustee's** removal. Unless a body corporate (whether or not a trust corporation) is the sole **trustee** there must always be at least two **trustees**.

3.2.2 A **trustee** may resign as a **trustee** by serving at least one month's written notice or at least three months' notice if the **trustee** is a body corporate (unless the **sponsor** permits a shorter notice period) on the **sponsor**. If following such resignation there would be less than the minimum number of **trustees** specified in clause 3.2.1 the **sponsor** shall immediately appoint a new **trustee** or **trustees**, failing which the **sponsor** will instead become the **trustee**.

3.2.3 The resigning **trustee** shall execute such documents and do all such things as may be necessary to give effect to their resignation.

3.3 Payment of trustee

3.3.1 Any **trustee** may be paid such fees as may be agreed with the **sponsor**. **Trustee** fees agreed by the **sponsor** shall be paid by the **sponsor** except as otherwise determined under clause 5.1, or for any expenses or costs under clause 8.1.7.⁴

3.4 How trustee may act

3.4.1 If a corporate body is sole **trustee** its procedures and the conduct of its internal affairs shall be governed by its constitution.

3.4.2 Where there is more than one **trustee**, the **trustees** shall decide, in consultation with the **sponsor**, how to conduct their meetings.

3.4.3 The **trustee** shall keep written records of their proceedings and decisions, and of all receipts and payments of **plan** assets.

3.5 Governance

3.5.1 The **trustee** shall ensure the **plan** complies with all applicable legislative requirements concerning the governance and administration of the **plan**.

3.6 Delegation and professional advice

3.6.1 The **trustee** may with the consent of the **sponsor** delegate (and if the **trustee** so decides permit a delegate to sub-delegate) any business relating to the **plan** for such periods and on such terms (including protection in favour of the delegate) and at such remuneration (if any) as the **trustee** thinks fit, and agreed with the **sponsor**, excepting the exercise of any discretion under the trusts of the **plan**. Any such delegation (or sub-delegation) shall be authorised in writing before the exercise of any such delegated authority.

3.6.2 The **trustee** may, as they think fit, obtain the advice of any **professional adviser**. The **trustee** shall not be liable for any loss or error that results from having acted on any such advice.

3.7 Trustee protection

3.7.1 The **trustee** (and any director or officer of a corporate **trustee**) shall not incur any personal responsibility or be liable for anything whatsoever except for breach of trust knowingly and intentionally committed or condoned by them or in the case of a professional **trustee** out of their own negligence.

3.8 Bank accounts and investment

3.8.1 The **trustee** shall maintain in its name a separate account with such **deposit taker** as the **sponsor** may agree to hold money belonging to the **plan** save for any sums held outside the **plan** under clause 8.3.3.

4. PLAN ASSETS

4.1 Plan assets shall consist of:

- (a) the policy or policies;
- (b) monies held by the **trustee** representing the payment of **benefits**; and
- (c) interest paid on the sums referred to in (b) above.

4.2 Each **policy** shall be held upon trust for the purposes of the **plan**.

4.3 ⁵Subject to the provisions contained within clause 5.1 and clause 8.1.2, the **trustee** will hold all the assets that it receives and the property representing them and all the income on trust to pay the **benefits** under the **plan**.

⁴ Clause 3.3.1 updated pursuant to the Second Deed of Amendment (effective from 13 January 2025) by inserting the following wording embedded within the Clause: "as otherwise determined under clause 5.1, or".
UK-703077593.2

⁵ Clause 4.3 updated pursuant to the Second Deed of Amendment (effective from 13 January 2025) by inserting the following wording at the beginning of the Clause: "Subject to the provisions contained within clause 5.1 and clause 8.1.2".

5. EXPENSES

- 5.1 Any costs, charges and expenses (including interest thereon) of operating the **plan** (which may include payment of the **trustee** under clause 3.3), except for any expenses or costs under clause 8.1.7 or taxation costs under clause 8.3, may be paid from interest paid under clause 4.1, and the remainder shall be paid by the **sponsor**.⁶

6. MEMBERSHIP

6.1 Membership

- 6.1.1 An employee is eligible to be a **member** of the **plan** if they are eligible for **benefit** under the **policy**. An eligible employee's membership of the **plan** shall be on such terms (including as to termination of eligibility) as are set out in the **policy** and who satisfies any conditions imposed by the **participating employer** and/or the **sponsor**.

- 6.1.2 The decision of **Unum** as to the eligibility of any employee under the **policy** is final.

6.2 Termination of membership

- 6.2.1 An employee ceases to be a **member** on the earliest date on which cover under the **policy** ceases in respect of that employee.

7. BENEFITS

- 7.1 A lump sum will be payable in respect of a **member's** death to the **member's beneficiaries** in accordance with clause 8. The amount of the lump sum will be the amount paid in respect of the **member** from the **policy**.
- 7.2 The **benefit** may be reduced by tax, duty or other imposition due in respect of the **benefit** in accordance with clause 8.3.
- 7.3 No **benefit** shall be capable of being assigned or applied for the benefit of any person other than the person entitled or contingently entitled to that **benefit**.
- 7.4 Notwithstanding anything in the other provisions of the **trust deed**, the **trustee** shall be liable to pay the **benefit** only to the extent that the **benefit** will be met under the terms of the **policy** by which the **benefit** is insured.

8. DEATH BENEFIT TRUST

8.1 Trusts of the plan

- 8.1.1 **Benefit** payable under the **plan** shall be held by the **trustee** on the trusts of the **plan** with power to pay it in such shares (and by one payment or a series of two or more payments) as the **trustee** in its sole discretion

shall decide to any or all of the **member's beneficiaries**.

- 8.1.2 ⁷The **trustee** shall ensure such money held on trust is held in cash with a **deposit taker** solely for this purpose. Interest accrued on the **benefit** may be paid to the **member's beneficiary** or **beneficiaries** or otherwise retained for the general purposes of the **plan** (which may include remuneration of the **trustee**).

- 8.1.3 To the extent (if any) the **benefit** has not been paid in accordance with clause 8.1.1 above within 2 years of the date that the **trustee** is notified of the **member's** death the **trustee** may pay any balance to such charity or charities as the **trustee** chooses.

- 8.1.4 The **trustee** shall take reasonable steps to establish the identity of, but is not obliged to identify all, potential **beneficiaries** of a **benefit** or the legal right of the **beneficiary** to receive the **benefit** and shall be entitled to rely upon information provided by the appropriate **participating employer** if it so decides.

- 8.1.5 The **trustee** may have regard to any document signed by the **member** expressing their wishes for the disposal of any sum payable under this clause 8.1. The **participating employer** shall use all reasonable endeavours to obtain and maintain a suitable nomination form from each **member**. The **participating employer** shall retain any such nomination form until such time as the **trustee** is required to determine the **benefit** payable under the **plan**.

- 8.1.6 The **trustee** may exercise its power under this clause by transferring or paying the **benefit** (or any part of it) to trustees to hold on revocable or irrevocable trust (including discretionary trust) for any one or more of the member's beneficiaries as it shall decide. The trustee shall have the power to appoint or remove a trustee or trustees to such trust as it shall decide and may provide for the payment of the appointee from the **benefit**.

- 8.1.7 Any expenses or costs incurred in the establishment of a separate trust in connection with any payment under clause 8.1.6, may be deducted from the benefit if the trustee so decides.

8.2 Incapacity and minority

- 8.2.1 If in the opinion of the **trustee**, a **beneficiary** is incapable of acting by reason of illness, mental disorder, minority or otherwise the **trustee** may retain any money due to the **beneficiary** for any period and then pay it to the **beneficiary** or to their estate or to any other person who is or appears to the **trustee** to be responsible for their care.

- 8.2.2 The **trustee** shall not be obliged to attempt to determine whether any person has a legal right to be responsible for the care of the **beneficiary** and the

⁶ Clause 5.1 updated pursuant to the Second Deed of Amendment (effective from 13 January 2025) by deleting the Clause in its entirety and replacing with the following wording: "5.1 Any costs, charges and expenses (including interest thereon) of operating the **plan** (which may include payment of the **trustee** under clause 3.3), except for any expenses or costs under clause 8.1.7 or taxation costs under clause 8.3, may be paid from interest paid under clause 4.1, and the remainder shall be paid by the **sponsor**."

⁷ Pursuant to the Second Deed of Amendment (effective from 13 January 2025), the second sentence of Clause 8.1.2 has been deleted and replaced with the following wording: "Interest accrued on the benefit may be paid to the **member's beneficiary** or **beneficiaries** or otherwise retained for the general purposes of the **plan** (which may include remuneration of the **trustee**)."

receipt of any **benefit** by such person will be a complete discharge to the **trustee**.

8.3 Taxation

8.3.1 The **trustee** may deduct from any **benefit** any tax, duty or other imposition for which it may be liable in respect of such **benefit**. Where the **trustee** is liable to tax, duty or any other fiscal imposition in respect of any **benefit** under the **plan**, the **trustee** may apply the **benefit** in whole or in part in the payment of such liability (including any interest due) and deduct the amount so paid from the **benefit**, or postpone payment of the **benefit** until the liability has been met or provision satisfactory to the **trustee** made for its discharge. This power shall extend to any tax for which the **trustee** may be liable jointly with any other person, including a **member** or another person entitled to the payment and to any charge to tax, any interest due to HM Revenue & Customs and any penalties payable to HM Revenue & Customs.

8.3.2 The **trustee** may also deduct from any **benefit** as in clause 8.3.1 any costs, charges and expenses (including interest thereon) in relation to assessing whether it is liable for any tax, duty or other imposition and reporting and settling any payments due, in respect of such **benefit**.

8.3.3 The **trustee** may exercise its power under this clause by transferring the **benefit** (or any part of it) out of the **plan** to be held in a separate account with such security as the **trustee** shall determine in its absolute discretion. If the amount transferred is greater than any liability incurred under clause 8.3.1 and 8.3.2 then the **trustee** will pay the balance to the **benefit** recipients in such proportions as the **trustee** in its absolute discretion decides.

8.3.4 If for any reason there is an underpayment of the liability under clause 8.3.1 and 8.3.2 resulting in an overpayment of **benefit**, then the **trustee** may recover the amount of the overpayment from the recipients.

8.3.5 The **trustee** may be indemnified by the **participating employer** against all or part of any liability incurred by the **trustee** arising under clause 8.3.1 and 8.3.2.

8.3.6 Neither **Unum** nor the **sponsor** will become involved in any arrangements to pay tax due to HM Revenue & Customs in relation to the **plan** or as a result of payment of the **benefit**.

9. PARTICIPATION OF EMPLOYERS

9.1 Participation of employers

9.1.1 The **sponsor** may admit any company, firm or person to participation in the **plan** as a **participating employer** provided that some or all of its employees are covered by a **policy** with **Unum** and all other companies, firms or persons covered by the **policy** also participate in the **plan**. The **sponsor** may accept such form of confirmation as it agrees, from time to time, as notice of a company's, firm's or person's intention to participate in the **plan**. Participation will take effect on the date agreed by the **sponsor**.

9.2 Employer ceasing to participate

9.2.1 A **participating employer** shall cease to participate in the **plan** when any of the following events takes place or

when any notice given in accordance with the following provisions takes effect:

- (a) the date they no longer have cover under a **policy** with **Unum**;
- (b) where cover under a **policy** with **Unum** has not terminated, all of the **participating employers** covered under the **policy** (and not some only) may nonetheless cease to participate in the **plan** by giving one month's written notice to the **sponsor**;
- (c) if required to do so by notice in writing from the **sponsor**; or
- (d) the **trustee** decides to terminate the participation of the **participating employer** at any time after the **participating employer** enters liquidation, provisional liquidation, administration, receivership, administrative receivership or a voluntary arrangement.

9.3 Obligations of participating employers

9.3.1 Each of the **participating employers** agrees (for itself and on behalf of any of its current and future associated or subsidiary employers participating in the **policy** which employ or which will employ **members**) to be bound by the provisions of the **trust deed** and the provisions of the **policy** and to comply with all the conditions of the **trust deed** and the **policy** so far as they apply to them.

9.3.2 Nothing in the **trust deed** or the **policy** restricts the right of a **participating employer** to terminate the employment of any of its employees who is a **member**.

9.3.3 The **participating employer** shall indemnify the **sponsor** and/or the **trustee** in respect of all reasonable costs or additional liabilities incurred by the **sponsor** or the **trustee** as a consequence of the **participating employer** breaching the terms of this **trust deed** and/or any applicable laws. For the avoidance of doubt, this includes the costs to the **sponsor** and/or the **trustee** of any additional work or expenditure (which includes, but is not limited to, legal costs) which it is required to provide as a result of the **participating employer's** breach of the provisions of the **trust deed** and/or any applicable laws.

9.4 Supply of information by participating employers

9.4.1 Each **participating employer** must on request promptly supply to the **trustee** (or as the **trustee** may direct) such information as it may require, and do or procure the doing of such acts or deeds as the **trustee** and/or the **sponsor** may require, in connection with the administration of the **plan**. In particular (but without limitation), in the event of the death of a **member** a **participating employer** must provide:

- (a) details of the deceased **member's** personal representatives and of such other persons as the **trustee** may request for the purposes of clause 8;
- (b) any expression of wishes completed by the deceased **member** and held by the **participating employer**, a copy of the deceased **member's** will and such other documents as may evidence the

deceased **member's** intentions as to who should benefit on their death;

- (c) details necessary for assessing, reporting and payment of any tax, duty or other imposition for which the **trustee** may be liable in respect of such **benefit**.

9.4.2 The **trustee** may rely upon any information provided to them by a **participating employer**. Upon receipt of that information the **trustees** shall not be under any duty to make further enquiries and shall not be responsible for any resulting loss.

9.4.3 In particular, but without prejudice to the generality of the **participating employer's** obligations under clause 13 below, the **participating employer** shall use its reasonable endeavours to ensure that any data, documents, information, or instructions that the **trustee** and/or **sponsor** requires from it (or others acting for it) are provided in a timely, accurate and complete manner, and in a form accessible by the **trustee** or the **sponsor** as appropriate, together with such cooperation and assistance as the **trustee** or **sponsor** may from time to time reasonably require.

10. SUBSTITUTION OF SPONSOR

10.1 Subject to the consent of the **sponsor** at the time (unless it has been dissolved) any company, firm or person may become the **plan's** sponsor (the new **sponsor**) provided that they execute a deed of substitution in favour of the **trustee** (whose agreement shall not be required) under which they assume the responsibilities of the **sponsor** under the **plan** and agree to observe and perform the provisions of the **plan** applicable to them as the **sponsor**.

10.2 From a date that the **sponsor** and the new **sponsor** agree, the **sponsor** shall be released from all obligations in relation to the **plan** and all other provisions of the **plan** shall take effect as if the new **sponsor** had originally been and is the **sponsor**.

11. AMENDMENT

11.1 The **sponsor** may without prior notice to the **members** add, delete or amend the terms of the **trust deed** (and any subsequent deed). Any amendment shall be effected in writing by the **sponsor** and may have retrospective or prospective effect and shall be notified in writing to the **trustee**.

11.2 The **sponsor** shall notify the **participating employers** in writing where, in the reasonable opinion of the **sponsor**, such amendment materially affects the **participating employers'** participation in the **plan**.

11.3 If all or any part of the **trust deed** is found to contravene section 480(3) of The Income Tax (Trading and Other Income) Act 2005 such that the **trust deed** and/or the **policies** will not meet the requirements to be an excepted group life policy, the **trust deed** shall stand amended to the extent necessary to ensure that the **trust deed** and the **policies** continue to meet the requirements to be an excepted group life policy within the meaning of section 480(3) of The Income Tax (Trading and other Income) Act 2005.

12. TERMINATION

12.1 Termination of the plan by notice

12.1.1 The **sponsor** shall at any time have the right to terminate the **plan** provided that:

- (a) termination shall not have retrospective effect; and
- (b) three months' prior written notice must be given to the **trustee, participating employers** and **Unum**.

12.2 Insolvency of the sponsor

12.2.1 The **plan** shall be terminated if the **sponsor** enters into liquidation or its undertaking is acquired by or vested in another person or it is dissolved, provided a new **sponsor** has not been substituted and the **trustee** is of the opinion there is no reasonable expectation of a new **sponsor** being substituted.

12.3 Winding up the plan following termination

12.3.1 Where **benefit** is being held by the **trustee** upon trust or where any claims in respect of **benefit** have been notified to **Unum**, the provisions of the **plan** shall continue to apply and termination under clauses 12.1 and 12.2 shall not have effect until the last remaining **benefit** is paid or applied.

12.3.2 other than the payment of **benefit** due under clause 8 on termination of the **plan** the **trustee** shall not be responsible for the payment of any outstanding liabilities of the **plan** at the date of its termination except to the extent there are **plan** assets available to it that are not **benefit** being held on trust. Such liabilities may include fees and expenses payable to the **trustee** under clauses 3.3 and 5.

12.3.3 Any assets remaining in the **plan** shall, subject to any legislative requirements, be returned to the **sponsor**.

12.3.4 Upon completion of the matters detailed above the **plan** trusts shall be dissolved.

13. CONFIDENTIALITY

13.1 Each party will treat as confidential all information (whether provided orally, in writing or in any other form) provided to it pursuant to, or in connection with this **trust deed** or any notice of participation, including in connection with the services provided under the **plan**. The parties acknowledge that the disclosing party retains all proprietary rights in its confidential information.

13.2 The obligations of confidentiality in clause 13.1 shall not apply to any information which:

- (a) is or becomes public knowledge other than as a consequence of breach of this **trust deed**; or
- (b) is already in the possession of the other party without restriction before the date of receipt from the disclosing party; or
- (c) is required to be disclosed by any applicable law, professional or regulatory authority or order of a court of competent jurisdiction.

13.3 This clause 13 shall survive termination of or expiry of any **participating employer's** participation in the **plan**.

14. DATA PROTECTION

- 14.1 In this clause 14 the following terms shall have the definitions given to them in the Data Protection Legislation (as defined below): "**data**", "**controller**", "**processor**", "**data subject**", "**personal data**", "**processing**" (and "**process**", "**processes**" and "**processed**" shall be construed accordingly), and, unless otherwise expressly stated or the context otherwise requires, the following words and expressions shall have the following meanings:

"**data protection legislation**" means: any law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing, privacy, and use of personal data, as applicable to the **plan**, and/or a party to the **trust deed**, including:

- (a) the Data Protection Act 2018 and any amending or subsequent laws or regulations in the UK;
- (b) the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (EU 2016/679) ("**GDPR**") and/or any corresponding or equivalent national laws or regulations; and
- (c) any mandatory judicial or administrative interpretation of any of the above, and any mandatory guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant supervisory authority,

in each case, as in force and applicable, and as may be amended, supplemented or replaced from time to time; and

"**plan personal data**" means **personal data** relating to **members** of the **plan** including such **personal data** provided to or made available to the **sponsor** and/or the **trustee** by or on behalf of the **participating employer** or provided to or made available to the **participating employer** by or on behalf of the **sponsor** and/or the **trustee** in connection with this **trust deed**.

- 14.2 Each of the **sponsor**, the **trustee** and every **participating employer** (each a "**party**") agrees and acknowledge that it shall each process **plan personal data** as data controllers and each **party** shall comply with **data protection legislation** and its obligations under the **trust deed** in connection with the **processing of plan personal data** as a **data controller** in accordance with its obligations under **data protection legislation**.
- 14.3 Each **party** shall implement appropriate technical and organisational measures to maintain the security of the **plan personal data** and prevent unauthorised or unlawful access to, or processing of, or any accidental loss, destruction or damage to the **plan personal data** in accordance with applicable **data protection legislation**.
- 14.4 Each **party** shall deal at its discretion with all **data subject requests** and complaints that it receives directly

from a **data subject** or the person making the complaint. The **parties** agree to provide reasonable and prompt assistance to each other as is necessary to enable the other **party** to comply with **data subject requests** and/or to respond to any other queries or **complaints** received from **data subjects** or **supervisory authorities** and, in each case, related to the **plan personal data**.

- 14.5 Each **party** shall assist the others in complying with its obligations as **data controller** including by providing information as required by **data protection legislation** (and in particular Articles 13 and 14 of **GDPR**) to the other party and, if appropriate, to **data subjects**.
- 14.6 Each **party** shall provide the other **parties** with such information as the other party reasonably requires for maintaining the records it is required to maintain under the **data protection legislation**, including (without prejudice to the generality of the foregoing) under Article 30 of **GDPR**.

15. NO PARTNERSHIP

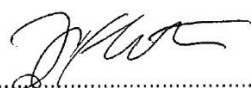
- 15.1 Nothing in this **trust deed** and no action taken by the **sponsor**, the **trustee** or the **participating employer** pursuant to this **trust deed** shall constitute, or be deemed to constitute, a partnership between the parties.

16. APPLICABLE LAW


- 16.1 The law of England and Wales applies to this **trust deed** and its administration and the **sponsor**, the **trustee** and each **participating employer** agree to be bound by the exclusive jurisdiction of the English courts.

IN WITNESS whereof this Deed was duly executed the day and year first before written

Executed as a Deed for and on behalf of the **sponsor** by

 J P FLETCHER

NAME - Director

 S PARRY

NAME - Director

Claims Services International Limited

Executed as a Deed for and on behalf of the **trustee** by



Richard Butcher - Director



David Hosford - Director

PTL Governance Limited