

APPLICATION FORM

THE KEMMUNA

RETIREMENT BENEFIT SCHEME

Sovereign Pension Services Limited

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Valley Towers
Valley Road
Birkirkara
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Malta
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Sovereign Pension Services Limited is licensed as a retirement scheme administrator by the Malta Financial Services Authority (MFSA). The Kemmuna Retirement Benefit Scheme is licensed and regulated by the MFSA as a personal retirement scheme. The licence of the scheme is not an endorsement by the MFSA of the scheme's financial performance. There exists no statutory provision for compensation in the case where the Scheme is unable to satisfy the liabilities attributable to it.

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PLEASE COMPLETE THIS APPLICATION FORM IN CAPITAL LETTERS AND USING BALL POINT PEN

Sovereign Pension Services Limited is licensed as a Retirement Scheme Administrator ("RSA") by the Malta Financial Services Authority ("MFSA"). The Kemmuna Retirement Benefit Scheme is licensed and regulated by the MFSA as a personal retirement scheme. The licence of the scheme is not an endorsement by the MFSA of the scheme's financial performance. There exists no statutory provision for compensation in the case where the Scheme is unable to satisfy the liabilities attributable to it. The Scheme satisfies the requirements of a Qualifying Recognised Overseas Pension Scheme (QROPS).

Client Due Diligence

In order to comply with prevention of money laundering and funding of terrorism regulations the Scheme administrator is required to verify the identity, address and source of wealth for each applicant. Failure to provide complete information may delay your application.

1. Verification of Identity

Please provide a certified copy of your passport clearly showing your name, passport number, photo, nationality, date of birth, country of issue and date of issue.

2. Verification of Address

Evidence of your residential address is also required. This should be in the form of a certified copy of a bank statement or utility bill (not including mobile telephone bills) no more than three months old.

Documents may be certified by a lawyer, notary public, member of the judiciary or any other legal professional; an accountant, an auditor or any other accountancy professional; or a bank representative.

The certification should be evidenced by a written statement stating that:

- The document is a true copy of the original document
- The document has been seen and verified by the certifier
- photograph is a true likeness of the individual (on ID documents).

All certifications should be signed by the certifier, dated and contain the certifier's stamp, position, identity of the relevant regulatory authority and any approval number.

Any identity or address verification documents which are not presented in English will require a certified translation to accompany them. Documents should be translated by a professional translator or a Sovereign representative and contain details of the individual who has conducted the translation.

3. Source of Wealth

The scheme administrator requires a full history of employment, business activities, or both, in order to establish source of wealth, i.e. the origin of the pension funds to be transferred. To satisfy this requirement please provide an up to date copy of your CV or complete the Employment History section of this form.

Please complete all sections of the form. Incomplete or inaccurate application forms may delay your application and acceptance as a member of the Kemma Retirement Benefit Scheme.

Personal Details

Title: _____ Surname: _____

Full forenames: _____ Marital status: _____

Previous name: _____

Date of birth: ____/____/____ Country of birth: _____

Place of birth: _____ Sex: ☐ Male ☐ Female

Residential address: _____

Correspondence address (if different to the above): _____

Preferred method of communication: _____

Tel: _____ Fax: _____

Mobile tel: _____ Email: _____

Occupation: _____

Nationality: _____

If you are resident in more than one country, you must inform us. Details of all tax residencies and tax identification numbers must be provided.

☐ I am a citizen, Green Card holder, US visa holder residing in the US, resident or tax resident of the United States of America.

(This includes persons born in the US and US Commonwealth, those who have US parents, and naturalised US citizens).

OR

☐ I am not any of the above.

Previous UK address: _____

Age at which you intend to take benefits: _____

Financial Advice

Unless or until advised to the contrary, we shall provide your appointed financial adviser with information relating to your retirement plan and you expressly authorise such provision of information.

This section is to be completed by your appointed financial adviser.

Financial Adviser Declaration

Name: _____ Email: _____

Company: _____

Regulator: _____ Licence number: _____

Tel: _____ Fax: _____

Business address: _____

Registered office address (if different to the above): _____

I confirm that, having undertaken a full analysis of the above-named applicant's circumstances, I have provided or arranged appropriate financial, investment, tax and pension advice with regard to the suitability of the Kemmuna Retirement Benefit Scheme for the above-named applicant and will provide a copy of such advice to Sovereign.

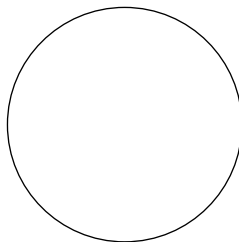
I confirm that I have fully disclosed all charges, commissions, retrocessions and fees, both on introduction and on an ongoing basis, including the basis of calculation of such fees, applicable to the member's account within the Kemmuna Retirement Benefit Scheme that may be payable to me by any selected investment provider, and these include such fees payable to me from any underlying funds that may be held in the selected investment(s).

I am satisfied that the Kemmuna Retirement Benefit Scheme is an appropriate solution for the above-named applicant.

I confirm that I have fully explained the key characteristics, risks and costs associated with the Kemmuna Retirement Benefit Scheme and the above-named applicant has confirmed their understanding of the same.

I confirm that the above mentioned entity has, as the appointed financial adviser of the applicant, established terms of business (TOB) with the RSA. These TOB are applicable to the member's account within the Kemmuna Retirement Benefit Scheme and the relationship between the applicant's financial adviser and the RSA is regulated by the terms and conditions of the TOB.

Please apply your company stamp here:



Financial adviser's signature: _____

Date: ____/____/____

Nominated Beneficiaries

1. Full name: _____
Relationship: _____ Date of birth: ____/____/____
Tel: _____ Email: _____
Residential address: _____

Total percentage of benefit: _____ %

2. Full name: _____
Relationship: _____ Date of birth: ____/____/____
Tel: _____ Email: _____
Residential address: _____

Total percentage of benefit: _____ %

3. Full name: _____
Relationship: _____ Date of birth: ____/____/____
Tel: _____ Email: _____
Residential address: _____

Total percentage of benefit: _____ %

4. Full name: _____
Relationship: _____ Date of birth: ____/____/____
Tel: _____ Email: _____
Residential address: _____

Total percentage of benefit: _____ %

Address Verification Letter

Sovereign Pension Services Limited

Suite 5, Valley Towers

Valley Road

Birkirkara

BKR 9022

Malta

Date: ____/____/____

Dear Sirs

Re: Name of Applicant: _____ ("the Applicant")

I have visited the Applicant at their residential address and can confirm that the below captioned details are correct. I further confirm that I have been unable to obtain standard address verification due to insufficient postal services in this locality.

Residential address of Applicant: _____

Yours faithfully

Financial adviser's signature: _____

Financial adviser's name: _____ Company: _____

FSA/FCA approval number: _____

If your regulation is with another regulatory body, please provide these details or a copy of your current certificate.

Signature of suitable certifier: _____

Date: ____/____/____

Employment History

The RSA requires a full history of employment, business activities, or both, in order to establish source of wealth, i.e. the origin of the pension funds to be transferred. To satisfy this requirement please provide an up to date copy of your CV or complete the Employment History section below. Please continue on a separate sheet if necessary.

Date of Employment		Position Held	Employer Name and Address
From	To		

Details of Transferring Pension Fund 1

Name of transferring scheme: _____

Individual pension fund or policy number: _____

Pension fund address: _____

Tel: _____ Email: _____

Approximate transfer value: _____ Guarantee date (if applicable): ____/____/____

Pension sharing / court order in respect of pension fund: ☐ Yes ☐ No

If Yes please provide details: _____

Details of Transferring Pension Fund 2

Name of transferring scheme: _____

Individual pension fund or policy number: _____

Pension fund address: _____

Tel: _____ Email: _____

Approximate transfer value: _____ Guarantee date (if applicable): ____/____/____

Pension sharing / court order in respect of pension fund: ☐ Yes ☐ No

If Yes please provide details: _____

Details of Transferring Pension Fund 3

Name of transferring scheme: _____

Individual pension fund or policy number: _____

Pension fund address: _____

Tel: _____ Email: _____

Approximate transfer value: _____ Guarantee date (if applicable): ____/____/____

Pension sharing / court order in respect of pension fund: ☐ Yes ☐ No

If Yes please provide details: _____

Details of Transferring Pension Fund 4

Name of transferring scheme: _____

Individual pension fund or policy number: _____

Pension fund address: _____

Tel: _____ Email: _____

Approximate transfer value: _____ Guarantee date (if applicable): ____/____/____

Pension sharing / court order in respect of pension fund: ☐ Yes ☐ No

If Yes please provide details: _____

Contributions (only to be completed if additional contributions are to be made)

If an applicant wishes to make contributions either personally or via their employer the RSA will always require relevant source of wealth details (together with the pertinent supporting documentation) on how the funds were accumulated (e.g. inheritance, sale of property, divorce, personal savings, employment bonus or remuneration).

Type of Contribution: ☐ Personal ☐ Employer

Single Contribution: Currency: _____ Amount: _____

Regular Contribution: Currency: _____ Amount: _____

Frequency: _____

Please advise how the above contribution has been accumulated: _____

Please advise what supporting material you have provided for the above contribution:

Any contributions that are received will be held in the RSA's account (non-interest bearing) and accumulated until such time an amount is reached that can be invested and transferred to your existing investment.

The RSA will not accept contributions until due diligence procedures have been completed and the RSA is in receipt of certified supporting documentation.

Investment Preferences

I can confirm that I wish to invest the assets within my member's account with the following investment provider:

Name of investment provider (investment house): _____

Investment product type: _____

Discretionary Fund Manager ('DFM') (if applicable)

I confirm that I wish to appoint the following entity to manage the investments within my member's account on a discretionary basis:

DFM's company name: _____

Contact person: _____

Address: _____

Email address: _____

Regulator name: _____

Regulatory number: _____

Amount to be invested via the DFM: _____ GBP(£), EUR(€), USD(\$)

Investment Guidelines

Investments must satisfy the requirements of the Retirement Pensions Act and any directives made by the MFSA. In particular, these state:

- Investments may be made into a range of product wrappers and funds. Investments may also be made via platforms or using the services of discretionary investment managers.
- Investments may be made via recognised exchanges in stocks, funds, bonds, shares and other securities, cash, money market instruments, commodities and structured notes.
- Only retail investments will be accepted
- Investments into professional, sophisticated or unregulated collectives are not permitted
- Investments in funds that contain exit charges, broker funds or are deemed to have a high expense ratio/ongoing charges figure (over 2.5%) are not permitted.
- Structured notes are permitted, provided they meet the following criteria:
 - Not more than 30% of the total pension fund value may be invested in structured notes
 - Not more than 20% may be invested in structured notes with one issuer
 - Major indices only (no single equities or sectors)
 - Minimum 30% barriers
 - Minimum rating of BBB by Standard & Poor's, Moody's or Fitch
- Loans to members or connected parties are not permitted
- The purchase of residential property is not permitted
- Options, futures, swaps, forward rate agreements and other derivative contracts will not be permitted except for risk hedging purposes.
- Investments in private equity and contracts for differences will not be permitted
- Please note that a minimum of 3% of the initial funds transferred/contributed will be retained in cash or £2,500 (whichever is lower) from which the RSA's fees and other agreed fees will be paid.

Investment Objectives

The investment objective of The Kemmuna Retirement Benefit Scheme is to accumulate profits, gains and other income from which to provide for benefits in retirement. Investment restrictions apply (for full details please refer to the Scheme Particulars provided) and under applicable regulations in Malta the RSA must retain ultimate discretion on investment decisions. The following information is required to assist the RSA in determining the preferred investment strategy. Please tick the relevant box:

- ☐ I am very uncomfortable with any risk and accept that my capital may be eroded by inflation.
- ☐ I am prepared to take a small amount of risk to provide for the potential for growth over the medium to longer term.
- ☐ I am comfortable with risk and prepared to take a longer term view. This may mean the overall portfolio value fluctuates over the medium term however provides for the potential for growth over the portfolio over the long term.
- ☐ I am very comfortable with risk and willing to accept volatility in the portfolio value in order to provide for the potential for higher returns over the long term.

Members are reminded that past performance shall not necessarily be a guide to future performance and that the value of investments can go down as well as up. The value of investments denominated in foreign currencies may be influenced by changes in exchange rates.

Risk Profile

Please tick the box that applies to you:

Risk Category Typical Characteristics

- ☐ **1 Lower Risk**
Members in this category are conservative with their investments. They prefer taking a small amount of risk to achieve modest or relatively stable returns. They accept that there may be some short term periods of fluctuation in value.
- ☐ **2 Lower to Medium Risk**
Members in this category are relatively cautious with their investments. They want to try to achieve a reasonable return, and are prepared to accept some risk in doing so. Typically these portfolios will exhibit relatively modest yet frequent fluctuations in value.
- ☐ **3 Medium Risk**
Members in this category are balanced in their attitude towards risk. They do not seek risky investments but do not avoid them either. They are prepared to accept fluctuations in the value of their investment to try and achieve better long term returns. These portfolios will be subject to frequent and at times significant fluctuations in value.
- ☐ **4 Medium to High Risk**
Members in this category are relatively comfortable with investment risk. They aim for higher long term returns and understand that this can also mean some sustained periods of poorer performance. They are prepared to accept significant fluctuation in value to try and achieve better long term returns.
- ☐ **5 High Risk**
Members in this category are very comfortable with investment risk. They aim for high long term investment returns and do not overly worry about periods of poorer performance in the short to medium term. Ordinarily these portfolios can be subject to the full extent and frequency of stock market fluctuations.

For further advice on risk profiling please consult your financial or investment adviser.

Member-borne Charges

Retirement Scheme Administrator's Fee Schedule

Option A

For pension values up to £100,000

Establishment fee	£300
Annual fee - flat fee payable in advance	£550

Option B

For pension values over £100,001

Establishment fee	£750
Annual fee – flat fee payable annually in advance	£1,000

Transactional Fees - Options A and B:

Transfer to another Sovereign Group scheme	Nil
Transfer to another retirement benefit scheme provider or closure (including but not limited to full Flexi-Access Drawdown ('FAD') and death)	
• Within one year of establishment	£3,000
• Within two years of establishment	£2,000
• Within three years of establishment, and thereafter	£1,000

Notes:

- Out of pocket expenses will be passed on to the applicant.
- Time charges for work undertaken which are not covered by the fee schedule will be charged at £100 per hour.

Benefit payment charges

Setup of PCLS		Nil
Setup of regular income payment, Capped Drawdown ('CDD') or part Flexi Access Drawdown ('FAD')		Nil
On-going CDD or part FAD:	Monthly	£100 per annum
	Quarterly, Half yearly, Annually	Nil
Interim Government Actuary's Department ("GAD") calculation		Nil
Annual calculation if 75 years of age		Nil

In addition to the fees charged by Sovereign there may be other member-borne charges which will depend on your chosen investment(s), your appointed financial adviser (who may be acting as your appointed investment adviser) and your appointed investment manager.

Fees are correct at the time of printing, January 2020

Fee and Commission Disclosure

You should complete this section with the assistance of your appointed financial adviser.

It is important that you understand all fees chargeable to your Kemmuna member's account both at establishment and on an ongoing basis.

Your appointed financial adviser (who may also act as your appointed investment adviser) will have provided you with an explanation regarding the third party charges. These fees are charged by parties other than Sovereign.

Please provide full details of fees payable at establishment and on an ongoing basis to the following:

Appointed Financial Adviser Fees

Financial adviser establishment fee: _____% or _____ (amount)

This fee relates to a fee payable to your appointed financial adviser, directly by Sovereign upon your instruction and is separate from the commission payable to your appointed financial adviser by your chosen investment provider.

OR

Appointed Financial Adviser Commission

Initial commission: _____% or _____ (amount)

Ongoing commission: _____% or _____ (amount) per annum

These are fees payable by your chosen investment provider to your appointed financial adviser.

Chosen Investment Provider(s) Fees

Investment providers will include all investment platforms, life bonds, model portfolios, stockbroking accounts etc in which your member's account is invested.

If more than one investment provider is used, please provide details for each.

There may be other fees charged by investment providers such as dealing costs and custodian fees. Please ensure you have reviewed all documentation provided by your investment provider to ensure a full understanding of all the fees and charges your member's account may incur.

Name of investment provider: _____

The charging structure issued by any investment provider must be attached. The charging structure must be signed by you as the applicant.

☐ I have attached a copy of my chosen investment provider's charging structure to this application form.

I am aware that the fees are based on the premium invested and that early surrender penalties will be incurred if surrendered within _____ years.

Applicant's signature: _____

Underlying Investment Fees

Within the investment provider accounts, there are likely to be additional fund and asset charges that your member's account may incur. These will be explained to you by your appointed financial adviser upon selection of a particular fund. Please detail them in the charges section below:

Discretionary Fund Manager ('DFM') appointed: ☐ Yes ☐ No

If **Yes** please complete the 'Discretionary Fund Manager details' section.

If **No** please complete the 'Details of Investments' section.

Discretionary Fund Manager details

DFM's name: _____

Amount to be invested via the DFM: _____

Annual management charge paid to the DFM: _____(%)

Initial commission payable to your appointed financial adviser by the DFM: _____(%)

Any other fees paid to your appointed financial adviser relating to the agreement: _____

Forecast Ongoing Charges Figure ('OCF')/Total Expense Ratio ('TER')¹: _____

Details of Investments

Name of Investment	ISIN	Investment Amount	Initial Entry Charge (%) ²	% of Initial Charge (or other fees) payable to your financial adviser ³	Total Ongoing Fee (TER/OCF) ⁴	% of Ongoing Annual Fee payable to your financial adviser ⁵

¹This is the estimated annual running cost charged to your member's account for the discretionary investment mandate. Such fees will impact the performance of any investment. This fee may change from year to year.

²This is the maximum that might be taken out of your money before it is invested by the DFM. In respect of Structured Notes this represents the total percentage commission within the product and the total percentage paid to your appointed financial adviser.

³This represents the percentage from the Initial Entry Charge which is paid to your appointed financial adviser. In respect of Structured Notes this represents the total percentage paid to your appointed financial adviser.

⁴This is the total annual fee payable on this investment which is reflected in the total performance. This fee may change from year to year.

⁵This represents the percentage from the Ongoing Annual Fee which is paid annually to your appointed financial adviser for as long as you hold the investment, also known as trail commission.

Declaration

This declaration is to be completed by the applicant

I confirm that:

- My appointed financial adviser has explained in full, all fees and commissions applicable to the selected investments as detailed on pages 14 and 15.
- My appointed financial adviser has provided me with the Key Investor Document/Fact sheet for each investment which I have read and understood, prior to signing this document.
- Where I have appointed a DFM to manage the investments, I have been provided with and fully understand all the fees and charges payable on the underlying investments and any ongoing fees/trail commission payable to my appointed financial adviser, where applicable.

Applicant's signature: _____

Applicant's full name: _____

Date: ____ / ____ / ____

Financial adviser's signature: _____

Financial adviser's full name: _____

Financial adviser's company's name: _____

Date: ____ / ____ / ____

Applicant Declaration

I hereby declare and acknowledge as follows:

1. Upon being accepted as a Member of the Kemmuna Retirement Benefit Scheme ("the Scheme"), I will be bound by the rules and the terms and conditions of the Scheme Document governing the Scheme.
2. I have been informed that the RSA of the Scheme is Sovereign Pension Services Limited of Suite 5, Valley Towers, Valley Road Birkirkara BKR9022, Malta. I consent to the transfer of my pension fund described above to the RSA for it to be administered under the Scheme
3. I understand that the RSA may utilise the services of its associated companies within the Sovereign Group to collate information and documentation relating to my participation in the Scheme and I consent to my personal information and data being supplied to associated companies for such purposes and to third parties in connection with investments under the Scheme if and when necessary or required for regulatory purposes.
4. I will, upon request, make full disclosure in writing of any benefits I have received, may receive or may be entitled to receive from any other pension plan or employer.
5. I am aware that the RSA may at any time disclose any information concerning the Scheme, any member or any benefits payable under the Scheme to any tax authority, regulatory or governmental body for any purposes, including for the purposes of maintaining recognition or the Scheme's status as a Qualifying Recognised Overseas Pension Scheme ('QROPS') under the Finance Act 2004, and may also provide any tax authority, regulatory or governmental body with such undertakings as the RSA considers necessary for the purposes of the Scheme.
6. I am aware that the transfer of any UK tax-relieved funds to a QROPS may be subject to the 25% overseas transfer charge introduced in the UK Finance Act 2017 unless it meets the conditions to qualify for an exemption and I understand that the overseas transfer charge will apply if the conditions are not met at the time of transfer or at any time during the five complete and consecutive tax years immediately following the tax year in which the transfer is made. I am also aware that I will be jointly and severally liable with the RSA to pay the overseas transfer charge and that the charge may be paid out of my funds within the Scheme or out of my personal funds.
7. I confirm and acknowledge that the RSA shall have no responsibility or liability to me for any loss to the value of my pension fund arising from my decision to proceed with my application to become a member of the Scheme or the request to transfer any UK tax-relieved funds to the Scheme notwithstanding the stipulations in the UK Finance Act 2017 and I agree to indemnify the RSA and the transferring scheme against all claims, demands and actions relating to the overseas transfer charge or any other tax, penalty or liability howsoever arising as a result of the transfer of my UK tax-relieved funds to the Scheme, including any related losses, costs or expenses incurred.
8. I accept responsibility for the payment of any fees due (both initial and recurring) in accordance with the RSA's published scale of fees (as amended from time to time). I am aware that the RSA or its associates may receive additional fees from the bond providers. These fees, if paid, are included in any charges deducted by the bond providers and do not affect amounts invested.
9. I hereby request that the funds transferred be invested in accordance with my preferences indicated above. I or my financial adviser may contact the RSA from time to time to indicate the preferred investment strategy for my pension fund but I understand that the RSA retain ultimate discretion on investment decisions and that investment recommendations made by myself or my financial adviser shall not fetter the discretion of the RSA. The RSA may have regard to my financial adviser's indications without reference to me until such time as their appointment is cancelled by me in writing. I understand that my financial adviser may be remunerated by commission and/or trail fees and/or advisory fees payable by the bond issuer or investment house from charges to be deducted from my pension fund and I confirm that my financial adviser has fully explained to me the extent and nature of their fees.
10. I understand that if a DFM is appointed to my member's account it will be entitled to manage the investments without prior reference to me and that the RSA has no liability for any resultant loss to the value of the pension due to the appointment of the DFM. Furthermore, I agree to indemnify the RSA against all losses, claims, costs, charges, penalties, liabilities, actions and demands which the RSA may suffer or incur pursuant to my appointing the DFM. This appointment will remain in force unless I notify the RSA in writing of any change.

11. I understand that the RSA is entitled to be indemnified out of the trust fund to the extent permitted by law against any actions, claims or demands arising out of anything done or caused to be done or omitted by the RSA (whether by way of investment or otherwise) in connection with the Scheme unless the same shall involve or arise from any fraud, wilful misconduct or negligence on the part of the RSA. I acknowledge that the bond issuer or other investment house with which my pension fund is invested will have no responsibility or liability for any loss to the value of my pension fund arising from any indication given by my financial adviser and I request and authorise you to indemnify the bond issuer or investment house against all claims, demands and actions relating to any such loss, to include all costs and expenses including the cost of defending any claim.
12. Unless I have signed the Pension Review Waiver Form on page 25 I confirm that I have received independent advice from a firm permitted by the FCA to advise on pension transfers regarding the safeguarded benefits in my existing scheme and which included consideration of the Scheme, my personal circumstances, the assets in which my pension funds will be invested, associated risks and all costs and charges. I understand that a transfer from my existing scheme will mean giving up any safeguarded benefits, guarantees or protections granted to me under that scheme and I confirm that having considered and understood that advice I wish to proceed with my pension transfer.
13. I confirm that I have reviewed the Scheme Particulars and that I am aware of the potential indirect charges I may incur or may be expected to incur in relation to the Scheme and the underlying investments.
14. I hereby authorise Sovereign to communicate by email using the email address given in page three or such alternative email address that I may notify Sovereign in writing from time to time. I understand and acknowledge the risks of using email as a means of communication and confirm that Sovereign shall not be required to verify the authenticity of instructions received by email which may be acted upon by Sovereign in good faith. I undertake to indemnify Sovereign at all times against all actions, suits, proceedings, claims, demands, costs, charges, expenses and consequences whatsoever arising by reason of the RSA and myself communicating by email.
15. I undertake to advise Sovereign of any changes to the information in this application form within 30 days and to provide updated due diligence documentation within 30 days thereafter.
16. I confirm that Sovereign Pension Services Limited and its associated companies have not advised me in connection with the tax or legal consequences of establishing my Kemmuna member's account and I am aware that retirement benefits payable from my member's account may be taxable in my country of residence.
17. I understand and acknowledge that information may be reported to the tax authorities in the country or countries in which I am resident for tax purposes and I authorise the disclosure of information in order to satisfy Sovereign's obligations under any applicable laws, rules or regulations which is binding on Sovereign or any other regulated financial institutions.
18. I consent to information relating to me and to my nominated beneficiaries (including information that may constitute personal data for the purposes of any data protection legislation) being disclosed to the Sovereign Group and any associated company within the Sovereign Group or to banks, financial advisers, regulated financial institutions, any governmental or tax authority or to any person or entity to whom any company within the Sovereign Group is under a legal obligation to make disclosures, within any jurisdiction inside or outside the European Economic Area. I understand that I can access a full copy of the Sovereign Group's privacy policy here: <https://www.sovereigngroup.com/privacy-policy>.
19. I confirm that the information provided in this application form is true, accurate and complete.

*Only applicable for transfers from defined benefit schemes with a cash equivalent transfer value (CETV) of less than £30,000 or from defined contribution or other types of schemes with no safeguarded benefits. Otherwise independent pensions advice must be obtained.

Important Note: Sovereign Pension Services Limited will provide retirement benefits in accordance with the terms of this Contract which will be entered into in reliance on statements contained in the application form. This Contract must be read in conjunction with the Scheme Document and the Rules which form part of it so please read them carefully. If you are not satisfied with the Contract for any reason, you may cancel the Contract within two months after you receive it. Upon receipt of your notice of cancellation, we will promptly return your original contribution less any investment losses or costs which are incurred in the intervening period.

THIS CONTRACT is entered into the _____ day of _____ 20____ BETWEEN:

(1) _____ ("the member") and

(2) Sovereign Pension Services Limited ("the Retirement Scheme Administrator")

WHEREAS:

- (A) The Kemmuna Retirement Benefit Scheme ("the Scheme") is a contract based retirement benefit scheme established by the Retirement Scheme Administrator by deed dated the 7th of March 2018 ("the Scheme Document") and is registered and licensed by the Malta Financial Services Authority ("MFSA") under the Retirement Pensions Act (Cap. 514 of the laws of Malta).
- (B) The primary purpose of the Scheme is to provide benefits in retirement to members and beneficiaries whether resident in Malta or elsewhere and the Retirement Scheme Administrator, a retirement scheme administrator licensed and authorised by the MFSA, has accepted the appointment as administrator of the Scheme.
- (C) The member has applied to be admitted and the Retirement Scheme Administrator has agreed to admit the member to the Scheme for the consideration and subject to the terms and conditions hereinafter set out which shall regulate the parties' respective rights and obligations.
- (D) Words or expressions not otherwise defined in this contract shall, unless the context otherwise requires or implies, have the same meaning as is assigned thereto in the Scheme Document.

NOW IT IS HEREBY AGREED as follows:

- 1. The member acknowledges that true copies of the Scheme Document and the Rules have been duly disclosed to the member who accepts and agrees to be bound thereby unless the member notifies the Retirement Scheme Administrator of his or her opposition thereto within two months of receipt of the same.
- 2. The member hereby applies to become a member of the Scheme and in consideration of the contributions made or to be made by or in respect of the member the Retirement Scheme Administrator hereby accepts and admits the member as a member of the Scheme subject to the Scheme Document and the Rules and on the terms and conditions hereinafter appearing.
- 3. In consideration of its agreed fees the Retirement Scheme Administrator agrees to invest contributions received from or in respect of the member in order to provide benefits in retirement for the member and the member's beneficiaries in accordance with the provisions of the Scheme Document. The value of the member's rights under the Scheme shall be measured by reference to the member's account through which the contributions are invested.
- 4. The member agrees and acknowledges that by executing this contract he or she consents to the member's account being administered in accordance with the terms of the Scheme Document and the Rules.
- 5. The Retirement Scheme Administrator undertakes to the member to observe and comply with its obligations under the Scheme Document and to provide or procure the provision of retirement benefits in accordance with the Scheme Document and the Rules.
- 6. Other than fees, charges and reimbursements to which it is entitled under the Scheme Document the Retirement Scheme Administrator shall not be entitled to benefit in any way from the member's Account.

7. This contract shall be enforceable by the member and the beneficiaries but save as aforesaid it shall be non-assignable and the member agrees to execute any documents which may be required by any tax authority in order to retain the compliant status of the Scheme.
8. This contract shall be subject to and interpreted in accordance with the laws of Malta and the parties hereto submit to the exclusive jurisdiction of the Malta courts.

IN WITNESS WHEREOF the parties have executed this contract the day and year first above written.

Member's name: _____

Member's signature: _____

Witness' name: _____

Witness' signature: _____

Witness' address: _____

For and on behalf of Sovereign Pension Services Limited

Authorised signature: _____

Authorised signature: _____

Benefit Election Form *(only to be completed if you require immediate benefit from your pension on transfer)*

There may be restrictions on how benefit is taken. This will depend on a number of factors and may include the country of origin of your pension transfers, your age, and your current country of tax residency. Please contact your financial adviser for further details.

You are strongly advised to take independent tax advice on the implications of how you take benefit from your pension fund. Payment from your pension fund will be considered as income in the year of receipt. Drawdown payments may be taxable in Malta and your country of tax residence. The pension commencement lump sum may also be taxable in your country of tax residence.

Please ensure that you read this form carefully, together with any corresponding annotations. For the avoidance of doubt, UK relevant transfer funds refer to funds which have originated from a UK pension plan.

Kindly note that pension payments can only be made once the original signed version of this Benefit Election Form has been received in a Sovereign office.

☐ Tick here if your fund does not contain UK relevant transfer funds

Pension Commencement Lump Sum ('PCLS')

Please select the level of PCLS benefit you wish to receive from the scheme:

- ☐ The maximum percentage available¹
- ☐ Specified percentage _____ %
- ☐ Specified amount _____ EUR/GBP/USD

Income Drawdown

- ☐ No income at the current time
- ☐ Capped drawdown²
- ☐ Flexi-access drawdown³

Capped Drawdown

- ☐ The maximum amount available
- ☐ Specified amount _____ EUR/GBP/USD
- ☐ Specified percentage of the UK Government Actuary's Department ('GAD') limit⁴ _____ %

Please indicate the frequency of payment of capped drawdown:

- ☐ One off payment
- ☐ Monthly ☐ In advance
- ☐ Quarterly ☐ In arrears
- ☐ Biannually
- ☐ Annually

¹ The PCLS payable on UK relevant transfer funds is capped at 25 per cent of the pension fund value. Otherwise, the maximum PCLS payable will be 30 per cent of the pension fund value.

² This option is only available to members who commenced drawing retirement benefits prior to 1st January 2016, or, whose pension fund does not contain UK relevant transfer funds.

³ This option is only available for UK relevant transfer funds.

⁴ Maximum limit is 150 per cent of UK GAD.

Flexi-access Drawdown

From 1st January 2016, flexi-access drawdown is available in Malta and you may access 100 per cent of your pension fund at retirement (subject to the application of all applicable fees). Please indicate below the amount or percentage of your fund that you require to access immediately.

- ☐ Specified amount _____ EUR/GBP/USD
- ☐ Specified percentage of your pension fund value _____ %

Please indicate the frequency of payment of flexi-access drawdown:

- ☐ One off payment
- ☐ Monthly ☐ In advance
- ☐ Quarterly ☐ In arrears
- ☐ Biannually
- ☐ Annually

Bank Account Details

Please provide us with the details of the account to which you wish your benefit to be paid. The account must be in your personal name (a joint account may be used).

Bank name and branch address: _____

Account name: _____ Account currency: _____

Account number: _____ IBAN: _____

Sort code: _____ (if applicable) Swift code: _____ (if applicable)

Note: Failure to provide us with all of the above requested information may delay your payment request.

Benefit Declaration

I hereby request that the benefits indicated in this form are paid to me.

1. If I elect now, or at any time in the future, to take capped drawdown or FAD in preference to PCLS, I waive the right to any future PCLS at a future date. If I elect to take a reduced PCLS which is less than the maximum calculated at determination, I will have 12 months from the point I was in receipt of the reduced PCLS to utilise any unused PCLS. If I elect to take a reduced PCLS which is less than the maximum calculated at the determination date and choose to take capped drawdown or FAD, I will waive the right to any residual unused PCLS.
2. I understand that it is my sole responsibility to declare any income I may receive from the scheme in the country in which I am tax resident. I hereby provide a full and unconditional indemnity to Sovereign Pension Services Limited ("the Retirement Scheme Administrator") for any tax liability, interest or charges which may occur and be levied on the Retirement Scheme Administrator as the result of any false or incorrect declaration I have made which ultimately results in such a liability imposed by any tax authority in any country.
3. I accept any third party bank charges payable in connection to the benefit payment to be made to my bank account.
4. I acknowledge that with respect to any benefit payment derived from UK tax relieved funds, HMRC may levy a member payment charge in connection to my benefit payment depending on the number of years I have ceased to be a UK tax resident.
5. I accept that if I withdraw a significant amount from my invested funds, investment house charges and fees may still be based on the premium invested. I am also aware that early surrender penalties may apply if surrendered within any stated "lock in" period.
6. Should this benefit payment be a request for full commutation under the FAD rules, I understand that I will cease to be a member of the scheme following the payment. This payment will fully discharge the Retirement Scheme Administrator of any liability to provide further benefits to me or my nominated beneficiaries.

I hereby make this benefit election subject to and in accordance with the rules and the terms and conditions of the scheme.

Member's name: _____

Member's signature: _____

Date: ____/____/____

Tax Residency Declaration: Non-UK Tax Residents

Have you ever been resident or ordinarily tax resident in the United Kingdom?

☐ Yes ☐ No

If yes, on what date did you cease tax residency in the United Kingdom?

____/____/____

Note: Should the above date field be left blank, or not be fully completed, your payment may be delayed.

Have you provided HMRC with a completed Form P85?

☐ Yes ☐ No

If yes, please supply a copy with this Benefit Election Form if not provided with your initial application.

I hereby confirm that I am not UK resident for tax purposes and have been non-UK tax resident for _____ full, complete and consecutive UK tax years⁵. I also confirm that it is not my intention to return to the UK in the foreseeable future.

I am currently tax resident in _____. My current tax reference number is _____.

Note: Please provide us with documentary evidence from the tax authority, as proof of tax residency. This must be dated within 12 months preceding the date of the above declaration.

If your plan includes any funds that have originated from a UK registered pension scheme on or after 9th March 2017 and you remain within the five year relevant period, please also complete and return a copy of HMRC form APSS241.

Member's name: _____

Member's signature: _____

Date: ____/____/____

Tax Residency Declaration: UK Tax Residents

☐ I confirm that I am treated as a UK tax resident.

Member's name: _____

Member's signature: _____

Date: ____/____/____

⁵ UK tax years run from 6th April to 5th April.

Pension Review Waiver Form

If you are transferring funds from a defined benefit scheme or any scheme that provides safeguarded benefits, guarantees or protections that you will lose on transferring to the Scheme, the FCA requires you to obtain independent advice from a firm permitted by the FCA to advise on pension transfers. The only exceptions are where the cash equivalent transfer value ("CETV") of the scheme is less than £30,000 or where the scheme does not provide safeguarded benefits. In such cases Sovereign still recommends that applicants should obtain appropriate independent advice. If you choose not to obtain independent advice you must complete and sign the waiver form below.

Sovereign Pension Services Limited

Suite 5, Valley Towers

Valley Road

Birkirkara

BKR 9022

Malta

Date: ____/____/____

Dear Sirs

I refer to my application to transfer my current pension to The Kemmuna Retirement Benefit Scheme. Having been advised that an independent pension review is recommended prior to the transfer, and having considered all of my options, I hereby waive my option to obtain an independent pension review relating to the said transfer.

Furthermore, I hereby indemnify and release the Retirement Scheme Administrator from any potential liability resulting from my decision not to obtain an independent review.

Yours faithfully

Applicant's Signature: _____

Applicant's Name: _____

Authority Letter

Name of pension scheme: **The Kemmuna Retirement Benefit Scheme**

Name of transferring scheme: _____

Fax: _____

Applicant name: _____

Date of birth: ____/____/____ National Insurance Number: _____

Policy/plan number: _____

Dear Sirs

I hereby authorise you to provide such information as may be requested on the above retirement plan or scheme to Sovereign Pension Services Limited.

Yours faithfully

Applicant's Signature: _____

Applicant's Name: _____

Date: ____/____/____

Note: This letter only authorises Sovereign Pension Services Limited to request information on the above pension scheme and does not constitute an authority to make changes to said scheme nor an application to move the scheme to another provider.

Authority Letter

Name of pension scheme: **The Kemmuna Retirement Benefit Scheme**

Name of transferring scheme: _____

Fax: _____

Applicant name: _____

Date of birth: ____/____/____ National Insurance Number: _____

Policy/plan number: _____

Dear Sirs

I hereby authorise you to provide such information as may be requested on the above retirement plan or scheme to Sovereign Pension Services Limited.

Yours faithfully

Applicant's Signature: _____

Applicant's Name: _____

Date: ____/____/____

Note: This letter only authorises Sovereign Pension Services Limited to request information on the above pension scheme and does not constitute an authority to make changes to said scheme nor an application to move the scheme to another provider.

Mandatory Documentation Checklist:

- ☐ Financial adviser Declaration signed by your appointed financial adviser
- ☐ Signed Member-borne Charges and Fee and Commission Disclosure form
- ☐ Signed declaration
- ☐ Contract signed by you in presence of a witness
- ☐ Signed Tax Residency Declaration
- ☐ Signed Authority Letter
- ☐ Copy of pension advice or signed waiver letter
- ☐ Insistent client letter (if required)
- ☐ Completed pension transfer paperwork
- ☐ Completed DFM account opening forms and DFM's terms and conditions (if applicable)
- ☐ Relevant HMRC CA/APSS forms
- ☐ Completed investment paperwork and signed investment provider charging structure
- ☐ Original or certified copy of passport*
- ☐ Original or certified copy of proof of residential address (must not be older than three months)*
- ☐ Verification of residential address letter completed by your appointed financial adviser (if required)
- ☐ Additional identity documents required by the transferring scheme(s)
- ☐ CV or employment history

**Sovereign will need a copy to keep on file and a copy for each pension scheme being transferred.*