



Application Form & Supplemental Deed

The Organon SIPP is operated and administered by Organon SIPP Services Limited, authorised and regulated by the Financial Services Authority.





Application Form & Supplemental Deed



Help with your Application

Before returning your completed application, please review the following details to help ensure that your application is processed as quickly and efficiently as possible.

- 1) Please use BLOCK Capitals only and blue or black ink.
- 2) We need to have two pieces of evidence from you to enable us to carry out the necessary anti-money laundering checks to set up your SIPP. Photocopies must be certified as "true copies of the original" by an independent financial adviser or a solicitor. The details required are:
 - Photographic Identification: for example, your Passport or Driving Licence
 - Proof of Address: a recent utility bill or Bank Statement.
- 3) Please ensure that the following sections of the Application Form are signed:
 - Section 8 – Member Declaration
 - Supplemental Deed
 - Butterfield Bank Mandate

In addition, the following sections may need to be signed, depending on your circumstances:

- **SECTION 5 – TRANSFER DETAILS.** Please complete and sign if you are transferring benefits from other pension arrangements into your Organon SIPP
- **SECTION 6 – ADVISER DETAILS.** Please complete and sign if initial and/or recurrent payments are to be made to your financial adviser through your Organon SIPP
- **SECTION 7 – CANCELLATION NOTICE.** Please complete if you would like to waive the 30 day "cooling off period" during which you may cancel your Organon SIPP with no charges applying.

Important information about the management and administration of the Organon SIPP

Organon SIPP Services Limited is the Scheme Administrator of the Organon SIPP. Organon SIPP Services Limited is registered in England (Company No. 06633255) and its Registered Office is at: Houldsworth Mill, Houldsworth Street, Stockport, Cheshire, SK5 6DA.

Organon SIPP Services Limited is authorised and regulated by the Financial Services Authority and on the FSA register under reference 486798. Organon Pension Trustees Limited will act as Professional Trustee to the Organon SIPP.

Organon Pension Trustees Limited is registered in England (Company No. 06406804) and its Registered Office is at: Houldsworth Mill, Houldsworth Street, Stockport, Cheshire, SK5 6DA.

Organon Pension Trustees Limited does not conduct any regulated activities and is therefore not regulated by the Financial Services Authority.

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SECTION 1: PERSONAL DETAILS

Title Mr Mrs Miss Ms Other

First Name (s)

Surname

Date of Birth / /

N.I.Number

Address

Postcode

Home Tel. No.

Email Address

Marital Status

Tax District

Tax Reference No.

Have you registered for Primary or Enhanced Protection? Y N

SECTION 2: PERSONAL DETAILS

Please indicate who you would like to receive any lump sum or other payable in the event of your death

Name of Beneficiary

Relationship Percentage %

Name of Beneficiary

Relationship Percentage %

Name of Beneficiary

Relationship Percentage %

Name of Beneficiary

Relationship Percentage %

SECTION 3: EMPLOYMENT DETAILS

Employed Pensioner Self Employed Unemployed

Other (please provide details)

Current Salary £

Evidence of earnings attached

P60 Payslip Other

Name of Employer

Address

Postcode

Contact Name

Position

SECTION 4: CONTRIBUTION DETAILS

Member's Net Personal Contribution £

Employer's Gross Contribution £

Frequency of Contribution
(Please also complete a standing order form for regular contributions.)

One-off Annual Quarterly Monthly

Start date for regular contributions / /

Personal Contributions paid to all Registered Pension Schemes this tax year £

Employer Contributions paid to all Registered Pension Schemes this tax year £

SECTION 5: TRANSFER DETAILS

Complete this section only if you would like to transfer benefits from another arrangement, or arrangements, into your Organon SIPP. Please obtain additional 'Transfer In' sheets from Organon if there is to be more than one transfer.

Name of Transferring Scheme

Name of Scheme Administrator

Address

Postcode

Contact Name

Telephone No.

PSTR No (if known)

Policy/Ref. No.

Have any benefits come into payment? Y N

If yes, what percentage of the lifetime allowance has been crystallised? %

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SECTION 5: TRANSFER DETAILS (cont.)

Is the transfer value subject to a Pension Sharing Order? Y N

I hereby authorise Organon SIPP Services Limited to act on my behalf in transferring the above pension policy to my Organon SIPP, operated by Organon SIPP Services Limited.

I indemnify the Transferring Scheme against any relevant claim costs, damages and other losses incurred resulting from the payment and accept that payment of the transfer will be a full discharge of their liability under the above policy.

I formally request that the Transferring Scheme transfers the amount payable in favour of my Organon SIPP along with any other information requested by Organon SIPP Services Limited.

Signed

Name

Date / /

SECTION 6: ADVISER DETAILS

Adviser Name

Company Name

Address

Postcode

Telephone No.

Fax No.

Email Address

FSA Reference No.

Adviser Remuneration

Initial Payment £ or % of initial contribution and/or transfer value

Renewal Payments £ or % of fund per annum

I hereby authorise you to deduct the above Adviser fees from my Butterfield Private Bank SIPP Account.

Signed

Name

Date / /

I request that you pay the remuneration detailed above and confirm that I understand that no payment will be received until the client's contract has been established and there are sufficient monies available to source the payment. I understand that it is my responsibility to notify the client of all remuneration received and that where recurring fund based payments are required it is my responsibility to provide asset valuations on which payments are to be based and to request payments at their due dates.

Signed

Name

Date / /

SECTION 7: CANCELLATION NOTICE

Organon SIPP Services Limited ("Organon") will issue a Cancellation Notice whereby I can cancel my application within a 30 day "cooling off" period without incurring costs. I confirm that I would like to waive this right which will enable me to invest contributions made to the Scheme immediately on receipt. I understand that once my cancellation rights have been waived I will be liable for the Organon SIPP's standard fees.

Signed

Name

Date / /

SECTION 8: MEMBER DECLARATIONS

This declaration should be signed by all applicants.

I declare that:

To the best of my knowledge and belief, the statements included in this application are true and complete.

The total contributions made by me, or on my behalf, other than employer contributions, will not exceed the higher of i) the basic amount or ii) my relevant UK earnings for that tax year, as defined in Section 189 of the Finance Act 2004.

I understand that should my relevant income in this or either of the previous two tax years exceed £150,000 special rates will apply to the tax relief granted on my pension contributions, such rules being designed to restrict any relief to 20% as opposed to my marginal rate of tax.

I shall give notice to the Organon SIPP if any event occurs, as a result of which I will no longer be entitled to relief for any contributions pursuant to Section 188 of Finance Act 2004. Such notice shall be given by the later of i) 5 April in the year of assessment in which the event occurs or ii) 30 days after the occurrence of the event.

I apply to Organon SIPP Services Limited to become a member of the Organon SIPP and agree to be bound by the Trust Deed and Rules of the Scheme. I understand that Organon Pension Trustees Limited will act as Professional Trustee and Organon SIPP Services Limited will act as Scheme Administrator. Neither Organon SIPP Services Limited or Organon Pension Trustees Limited will provide advice nor review advice provided by an appointed adviser or investment manager.

I understand that this responsibility and the checking of all decisions relating to the purchase and retention of Scheme investments lies with me and my appointed adviser(s) and I hereby indemnify Organon SIPP Services Limited and Organon Pension Trustees Limited from any claims in respect of such. I confirm that I have read and understood the Key Features of the Organon SIPP, the Terms and Conditions and am aware of the charges for establishing and running the Organon SIPP. I agree to pay the Organon SIPP's fees as notified to me for the services and agree that that these charges may be taken from my Butterfield Private Bank SIPP Account.

I agree to the Organon SIPP holding information provided by me or by third parties about me in accordance with the Data Protection Act 1988. I understand I am entitled to this information and should I wish to view this, I will need to make my request in writing. There may be a charge for providing this to me and on my sending such payment, I understand I have the right to receive a copy of the information Organon hold on me.

Signed

Name

Date / /

Please also sign the Supplemental Deed Section and have your signature witnessed by an unconnected person.

THIS SUPPLEMENTAL DEED is made

BETWEEN

- 1) ORGANON PENSION TRUSTEES LIMITED (company number 6406804) whose registered office is at Houldsworth Business Centre, Houldsworth Mill, Houldsworth Street, Stockport SK5 6DA ("Scheme Trustee");
- 2) The Member ("Member") [The Member's parent(s)/legal guardian(s) acting on the Member's behalf]; and
- 3) The Additional Trustee ("Additional Trustee").

BACKGROUND

- A) This deed is supplemental to a master trust deed dated 19 August 2008 between the Establisher and the Scheme Trustee governing the Scheme ("The Master Deed").
- B) The Member is eligible and wishes to become a Member of the Scheme in accordance with its provisions as set out in the Master Deed and the Rules annexed to the Master Deed.
- C) The Member and the Scheme Trustee wish to establish and be joint trustees of a supplemental trust on the terms set out in this Supplemental Deed to contain such assets of the Member Fund (if any) as the Scheme Trustee at its sole discretion designates from time to time.
- D) The Scheme and the property of the Scheme is divided into two parts: section A the assets of which may not include Protected Rights and section B the assets of which may include Protected Rights.
- E) For the purposes of this Supplemental Deed but subject to clauses 6 and 17 the Scheme Trustee and Member acting together as trustees of this Supplemental Deed shall be known as the "Member Fund Trustees".

OPERATIVE PROVISIONS

1. The Member is admitted to membership of the Scheme and shall become a Member of the Scheme with effect from the date of this deed.
2. The Scheme Administrator will notify the Member and the Scheme Trustee as to whether the Member has been admitted to membership of section A and/or section B of the Scheme.
3. The Member is by this Supplemental Deed, subject to the provisions of clauses 6 and 17 appointed as joint trustee, in conjunction with the Scheme Trustee, of the supplemental trust which shall contain such assets (if any) comprising all or part of his Member Fund as the Scheme Trustee may at its sole discretion designate from time to time.
4. The Member agrees to comply with and observe the provisions of the Master Deed, the Rules annexed to the Master Deed and the provisions of this Supplemental Deed.
5. The Member Fund within the Scheme shall be known by such name as the Scheme Trustee may designate from time to time.
6. Where the Member is under the age of 18 and one of his parents or legal guardians has entered into this Supplemental Deed on his behalf, that parent or legal guardian shall be appointed as a trustee of his Member Fund in place of the Member and the provisions of this Supplemental Deed and references to the "Member" shall be construed accordingly. The parent or legal guardian entering into this Supplemental Deed shall act on behalf of the Member in respect of all matters relating to the Member Fund referred to in this Supplemental Deed and in the Master Deed and the Rules until the Member attains the age of 18, from which time the Member shall act for himself and shall be appointed as trustee of his Member Fund in place of his parent or legal guardian. In the case of a Member or a parent or legal guardian acting on behalf of a Member who is incapable of managing his own affairs, as determined by the Scheme Trustee in its absolute discretion at any time, the Scheme Trustee may agree to act on his behalf in respect of all matters referred to in this Supplemental Deed and in the Master Deed and the Rules whilst he remains so incapable.
7. The Scheme Trustee hereby appoints the Additional Trustee (if any) as a Member Fund Trustee and a death benefit trustee for the purposes in each case of clauses 26 to 33 of this Supplemental Deed only. The Additional Trustee (if any) shall not subject to clause 1 above in any circumstances be entitled or obliged or liable to act as a Member Fund Trustee during the Member's lifetime.
8. The Member confirms that he has been given an opportunity to consider the terms of the Master Deed, the Rules and this Supplemental Deed and agrees to pay such fees to the Establisher and/or the Scheme Trustee and/or the Scheme Administrator and/or any Service Provider, on such basis as may be determined by the Establisher and/or the Scheme Trustee, as may be notified to the Member from time to time and the Member agrees to the deduction of such fees from his Member Fund, including, without limitation, the assets of his Member Fund.

9. The Member Fund Trustees declare that the Member Fund together with all the rights and benefits of the Scheme attributable to the Member shall be held on irrevocable trust and subject to and with the benefit of the provisions of the Master Deed, the Rules and this Supplemental Deed.
10. The Member confirms and agrees that the Establisher and/or the Scheme Trustee and/or the Scheme Administrator and/or any Service Provider shall also have power to levy such additional expenses incurred in connection with the banking, administration, management, transactions and investments of the Scheme including, without limitation, his Member Fund, as they may, at their discretion, deem necessary.
11. The Member Fund Trustees shall act unanimously for the purposes of any investments of the or any contribution or transfer payments received into the Member Fund.
12. A resolution in writing signed in respect of the Member Fund by an authorised signatory of the Scheme Trustee and of the Member in respect of whose Member Fund the resolution applies shall be as valid and effective as if it had been passed at a meeting of the Scheme Trustee and the Member as Member Fund Trustees duly convened and held and any such resolution may consist of one or more documents in similar form each signed by or on behalf of the Scheme Trustee and the Member as Member Fund Trustees of the Member Fund to which the resolution applies.
13. In the event of any dispute arising between the Member Fund Trustees in the exercise of their powers under this Supplemental Deed or the Master Deed or the Rules, the Scheme Trustee's determination in such matters shall be final and shall bind the Member accordingly.
14. The Member by this Supplemental Deed acknowledges and confirms that he has no entitlement and consequently cannot require the withdrawal of funds or income from those funds from his Member Fund to be paid to him otherwise than for the payment of his benefits in accordance with the provisions of the Rules and such amendments to those Rules as are from time to time in force.
15. The following provisions of the Scheme shall apply to the Member Fund:
 - 15.1 the investment powers in the Master Deed, the Rules and this Supplemental Deed shall apply and be exercisable in relation to the Member Fund jointly by the Member Fund Trustees;
 - 15.2 the Member Fund Trustees solely or jointly for or in respect of one or more Member Fund may borrow money for any purpose which is permitted by the Act, including for the purchase of commercial real property on open market commercial terms and may give security over any such commercial property or other assets of the relevant Member Fund on such terms as they think fit, upon a direction and with the written consent of the Member or Members concerned;
 - 15.3 the Scheme Trustee may act as the sole signatory on the bank account (if any) in respect of the Member Fund, whether or not the Scheme Trustee is the sole trustee of the Member Fund; and 15.4 each Member and the Additional Trustee, if any, irrevocably appoints the Scheme Trustee for the time being to be his attorney with power in his name and on his behalf and as his act and deed or otherwise to sign any document in respect of any asset or investment of the Member Fund where it is in the opinion of the Scheme Trustee expedient or necessary for the Scheme Trustee to act in order to either:
 - 15.3.1 to ensure that the continued registration of the Scheme by the Inland Revenue for the purposes of Chapter 2 of Part 4 of the Finance Act 2004. is to be maintained or retained; or
 - 15.3.2 to pay the professional fees of the Scheme Trustee, the Scheme Administrator and any Service Provider.
16. The Scheme Administrator and the Scheme Trustee (whichever may be applicable) may deduct from any payment made in relation to a Member Fund a sum equal to any tax which becomes payable as a result of that payment. Such payment of tax shall be made out of the Member Fund under which it rightly falls due.
17. The Member Fund Trustees may employ agents to transact any business regarding the Member Fund. Any valid receipt given to an agent acting under this clause shall be a good and sufficient discharge to the Establisher, the Scheme Trustee, the Scheme Administrator and any Service Provider and the Member Fund. Any person dealing with an agent appointed under this clause shall, on production of the Member Fund Trustees written authority for the agent so to act, be entitled to assume (unless he has express written notice of the revocation of that authority) that the authority remains unrevoked.
18. The Scheme Trustee has the power by deed to appoint a new trustee or new trustees of the Member Fund in place of or additional to the Scheme Trustee and the Member and/or to remove any or all of the trustees of the Member Fund.

19. If a Member Fund Trustee other than the Scheme Trustee shall at any time be an undischarged bankrupt or otherwise disqualified from acting as a trustee, the Scheme Trustee shall have power to appoint an additional trustee to be joint trustee with the Scheme Trustee of the Member Fund in place of that Member Fund Trustees or, in default, the Scheme Trustee shall be the sole trustee of the Member Fund.
20. The Scheme Trustee shall have the power from time to time or at any time by deed or deeds to add to or alter or modify all or any of the trusts, powers or provisions of this Supplemental Deed.
21. The Member Fund Trustees and the Additional Trustee, if any, shall be entitled to all the indemnities conferred on trustees by law. The Member Fund Trustees and the Additional Trustee, if any, shall not be liable for any acts or omissions not due to their own deliberate bad faith or, in the case of the Scheme Trustee or any professional trustee, its own negligence and each Member in respect of whose Member Fund there has been a loss shall keep the Member Fund Trustees and the Additional Trustee, if any, indemnified against the consequences of the exercise of all the Member Fund Trustees and the Additional Trustee's powers and discretions except to the extent attributable to knowing and deliberate bad faith on the part of any of the Member Fund Trustees or the Additional Trustee as the case may be or, in the case of the Scheme Trustee or any professional trustee, its own negligence and the Member Fund Trustees and the Additional Trustee, if any, shall be indemnified to the same extent from the assets of the Member Fund. In this clause the words "Scheme Trustee", "Member Fund Trustees" and the "Additional Trustee" shall include every trustee for the time being of the Member Fund and every director, employee or member of a corporate trustee of the Scheme or the Member Fund.
22. The Scheme Trustee may, at its sole discretion, from time to time determine that some or all of the assets of the Member Fund shall cease to be designated as assets of the Member Fund and, upon a direction by the Scheme Trustee, the Member Fund Trustees shall transfer such assets to the Scheme Trustee as the sole trustee of the Scheme for the benefit of the Member.
23. The Member Fund Trustees shall, upon a direction by the Scheme Trustee, accept into the Member Fund a transfer of such assets from the Scheme in respect of the Member as the Scheme Trustee may, at its sole discretion, from time to time designate to be assets of the Member Fund.
24. The Member Fund Trustees shall, if so required by the Scheme Trustee, direct that assets or investments to be paid or transferred to the Member Fund (or which would have been so paid or transferred if this clause did not apply to those assets or investments) shall, instead of such assets or investments being received by the trustees of the Member Fund for the benefit of the Member, be paid or transferred directly to the Scheme Trustee as sole trustee of the Member Fund under the Scheme.
25. The Member Fund Trustees of two or more individual Member Funds may, at their discretion, on specific written instructions from the relevant Members, authorise the purchase of assets, borrow money and give security across those Member Funds in conjunction with the trustees of the other Member Funds, such investments to be held jointly by the respective trustees of those Member Funds.
26. In clauses 26 to 33 the following expressions have where the context admits the following meanings:
 - 26.1 The "death benefit trustees" means the Scheme Trustee and the Additional Trustee (if any) or other trustee or trustees for the time being of the trusts created by this Supplemental Deed after the death of the Member.
 - 26.2 The "death benefits" means the lump sum referred to in the Rules and further shall include any and all amounts arising to be dealt with under the Rules (as the case may be).
 - 26.3 The "trust fund" means the death benefits and all monies paid pursuant to the death benefits and derived from the death benefits, the accumulation of income from such monies and the investments from time to time representing them.
 - 26.4 The "specified period" means the period beginning on the date of the Member's death and enduring for a period no longer than 21 years from the death of the Member (being the perpetuity period applicable to any separate death benefit trust established under clause 27) or such longer period as it may, from time to time, be lawful for such separate death benefit trust to continue.
 - 26.5 The "vesting day" means the day on which the specified period expires.
 - 26.6 The "child" in relation to the Member has its ordinary meaning and additionally includes his stepchild, a child he alone or with another has legally adopted, a child of his conceived but not yet born and a child to whom in the opinion of the death benefit trustees he stands or would have stood in loco parentis.
 - 26.7 The "dependants" has the same meaning as Dependant as defined in Rule 2 of the Rules and also includes a person dependant on the deceased Member to the extent of having been reliant on the deceased Member's income to maintain a standard of living which had depended on the deceased's and that person's joint income.
 - 26.8 The "relatives" means in relation to the Member:
 - 26.8.1 his widow (if the Member is male) or her widower (if the Member is female);
 - 26.8.2 any child or remoter issue of the Member and the spouse or widow or widower of any such child or remoter issue;
 - 26.8.3 the father or mother (whether lawful or adoptive) of the Member and the widow or widower of such father and mother;
 - 26.8.4 any person (except the Member) who is the child or remoter issue (whether lawful or adoptive) of such father or mother and the widow or widower of any such person.
 - 26.9 The "beneficiaries" has the same meaning as "Eligible Recipients" in the Rules.
27. The death benefit trustees shall hold the trust fund and its income upon such trusts for the benefit of the beneficiaries or any one or more of them exclusive of the others in such shares and proportions and subject to such terms and limitations and with and subject to provisions for maintenance, education, advancement or benefit or for accumulation of income during minority as the death benefit trustees shall appoint from time to time during the specified period and without infringing the rule against perpetuities.
28. In default of and subject to any appointment under clause 26, the death benefit trustees shall hold the income of the trust fund upon trust to allocate it to such one or more of the persons other than the Member as the death benefit trustees shall in their absolute discretion determine.
29. In default of and subject to any appointment under clause 26, the death benefit trustees shall on the vesting day hold the whole of the trust fund for such of the beneficiaries who are individuals then living or any one or more of them in such shares as the death benefit trustees shall prior to or on the vesting day determine and in default of such determination for such of the beneficiaries who are individuals then living in equal shares absolutely.
30. The death benefit trustees shall during the specified period have the following additional powers:
 - 30.1 Power to allow the property or investments at the time subject to the trusts under these clauses 15 and 25 to 33 to remain unsold or in its actual state of investment so long as the death benefit trustees may think fit and at any time or times to sell, call in or convert into money such property or investments or any part of them;
 - 30.2 Power to change or vary any property or any investments for the time being subject to the trusts of these clauses 25 to 33 for others authorised by this Supplemental Deed or by law;
 - 30.3 Power to invest any money available for investment under the trusts of these clauses 15 and 25 to 33 in any manner permitted by law from time to time including in the purchase of or at interest upon security of such stocks, funds, securities, land of any tenure or chattels or in any trade or other investment or asset or property of whatever nature and wherever situated and whether involving liabilities or not and whether income producing or not or upon such personal credit with or without security as the death benefit trustees shall in their absolute discretion think fit, to the intent that the death benefit trustees shall have the same powers in all respects as if they were a sole beneficial absolute owner;
 - 30.4 Power to appropriate any investment or property from time to time subject to the trusts of these clauses 25 to 33 in its actual state of investment in or towards the satisfaction of the beneficial interest of any person under these clauses 25 to 33;
 - 30.5 Power to pay to the parents or either parent or any guardian of any minor any sum of income intended to be applied for the maintenance or education or benefit of that minor or any such of capital intended to be applied for the advancement or benefit of that minor so that the receipt of such parent or parents or guardian shall be a complete discharge to the death benefit trustees;
 - 30.6 Power to exercise the powers contained in:
 - 30.6.1 section 31 of the Trustee Act 1925 as if the words "may in all the circumstances be reasonable" had been omitted from paragraph (i) of sub-section (1) thereof and in substitution there had been inserted the words "the trustees may in their absolute discretion think fit" and as if the proviso at the end of subsection (1) had been omitted;

- 30.6.2 section 32 of the Trustees Act 1925 as if the words "one half of" were omitted from proviso (a) to subsection (1); and
- 30.6.3 power to delegate to any persons or bodies corporate (including one or more of themselves) for any period and in any manner and upon any terms the execution or exercise of any of the trusts, powers and discretions imposed or conferred on them by this Supplemental Deed or by law.
- 31. In the professed execution of the trusts, powers and discretions under this Supplemental Deed, no death benefit trustee or Member Fund Trustee shall be liable for any loss to the trust fund or to the Member Fund arising by reason of any improper investment made in good faith or the negligence or fraud of any agent employed by him or by any other death benefit trustee under these clauses 25 to 33 or Member Fund Trustee under this Supplemental Deed, although the employment of such agent was not strictly necessary or expedient or by reason of any mistake or omissions made in good faith by any death benefit trustee under these clauses 25 to 33 or Member Fund Trustee under this Supplemental Deed or by reason of any other matter or thing except wilful and individual fraud or wrongdoing on the part of the death benefit trustee or Member Fund Trustee who is sought to be made so liable and except, in the case of the Scheme Trustee or any professional trustee, negligence.
- 32. Any beneficiary will be entitled to receive a benefit under these trusts notwithstanding that he may from time to time be a trustee or a director, employee or member of a body corporate which is a trustee for the time being.
- 33. The death benefit trustees shall declare and establish such separate trusts or sub-trusts or, where deemed appropriate recognise existing separate trusts, to which they may transfer all or any part of the death benefits for the benefit of such of the beneficiaries as they in their sole discretion shall think fit and may appoint such persons to be trustees of those trusts or sub-trusts and impose such terms and obligations in those trusts or sub-trusts as they in their absolute discretion shall decide.
- 34. During the Member's lifetime, the Member has the power by deed to appoint a new trustee or new trustees in place of or additional to the Additional Trustee (if any) or a new trustee or new trustees of any settlement expressed to be supplemental or made by reference to this Supplemental Deed and/or to remove the Additional Trustee or (if any) the trustees appointed additional to the Additional Trustee.
- 35. The Member Fund Trustees (during the Member's lifetime), or the Scheme Trustee and the Additional Trustee (if any) (after the Member's death), shall have the power from time to time or at any time by deed or deeds to add to or alter or modify all or any of the trust, powers or provisions of this Supplemental Deed.
- 36. For the purposes of construing this deed:
 - 36.1 the defined terms in this Supplemental Deed shall have the same meanings given to them in the Master Deed and the Rules;
 - 36.2 pronouns and adjectival pronouns denoting the masculine gender shall be construed as including the feminine;
 - 36.3 words in the singular shall be constructed as including the plural and words in the plural as including the singular;
 - 36.4 references to any enactment include references to that enactment as amended or extended or re-enacted by or under any other enactment.

IN WITNESS of which this deed has been executed by the parties and is intended to be and is delivered on the date first written above.

EXECUTED as a deed by ORGANON PENSION TRUSTEES LIMITED acting by two directors or one director and the secretary:

(Director)

(Director/Secretary)

SIGNED as a deed by

THE MEMBER (OR PARENT/LEGAL GUARDIAN)

in the presence of the witness named below and delivered:

Witness signature

Full Name

Address

Postcode

Occupation

SIGNED as a deed by

THE ADDITIONAL TRUSTEE

in the presence of the witness named below and delivered:

Witness signature

Full Name

Address

Postcode

Occupation

Terms and Conditions of Business: Organon SIPP Service Limited

1. Your acceptance of these Terms & Conditions of Business (which may be varied from time to time) is deemed to be effective immediately following their receipt by you unless, and within 7 days of receipt, we are notified otherwise.
2. The Organon SIPP is operated and administered by Organon SIPP Services Limited ("Organon") 3. Organon is authorised and regulated by the Financial Services Authority ("FSA") and has Permissions to Establish, Operate and Wind Up personal pension plans, (including Self-Invested Plans). Details of this authorisation can be viewed in the FSA Register (www.fsa.gov.uk/register).
4. Your objectives are understood to be that you wish to facilitate retirement planning by way of a Self-Invested Pension Plan called the Organon SIPP ("the Plan") with you being deemed to be a Private Customer, in accordance with the provisions of the FSA.
5. Organon will not provide you with advice concerning the suitability or otherwise of the Plan in relation to your own circumstances. Additionally, advice will not be provided in relation to whether an intended Plan investment is appropriate or suitable for your own circumstances excepting that Organon will inform you should any such investment be considered not to be in accordance with HMRC regulations and prevailing legislation. In the event that you consider such advice is required, you should seek this from a competent and suitably qualified financial adviser prior to entering into any commitment to establish the Plan or to implement a particular investment.
6. Organon will not act as Investment Manager for the assets held within the Plan. The responsibility for acting as such rests with you or any nominated (and authorised) representative you might wish to appoint.
7. You have the right to cancel your Plan within 30 days of inception. Such a cancellation must be made within 30 days of your receipt of the formal Cancellation Notice
8. Organon will repay any money you have paid into the Plan, less any charges incurred up to the date of cancellation. During this cancellation period any funds held within the Plan will be retained in the Plan bank account, unless you specifically elect to waive your cancellation rights – in order, for example, to facilitate an urgent investment transaction.
9. Please note it is an FSA requirement that you cannot waive the Cancellation Rights in respect of any transfer from any other registered pension scheme under any circumstances.
10. A copy of the schedule of charges that apply to the Plan will be provided to you on application and is available to you at any time on request. We are entitled to charge fees and expenses for administering your membership of the Plan. We may reasonably increase the fees from time to time by giving you not less than one month's notice. In addition, we may from time to time amend other provisions of the schedule of charges by giving not less than one month's notice.
11. Your Membership requires your fees to be paid on establishment of your scheme. Thereafter, annually on the anniversary of the set-up of the Plan, fees will be automatically deducted directly from your fund. You are responsible to ensure that at all times there are adequate funds available for the payment of the Plan fees on the due date. If fees are not met within 28 days, Organon reserves the right to take steps to recover the overdue fees and all costs associated with the recovery of the fees will be invoiced to the Scheme.
12. Your Plan will be accompanied by a bank account with The Butterfield Private Bank, which is regulated by the Financial Services Authority to accept deposits, in respect of your SIPP Membership.
13. Organon warrants that it does not receive interest on Bank Deposits held within the Plan.
14. Organon Pension Trustees Limited will act as Trustee of the Plan and Organon SIPP Services Limited will act as Scheme Administrator. Organon SIPP Services Limited will process payments from your Butterfield Private Bank SIPP Account based on your written instructions (subject to point 15 below) or those of an appointed adviser where we have received your written authority to do so.
15. Organon SIPP Services Limited will be authorised to collect pre-agreed fees both in respect of our own fees and those of your appointed adviser, as detailed in your Application directly from your Butterfield Private Bank Account without further written instruction from yourself.
16. We shall bear no liability for any tax charge or unauthorised payment made by or in respect of the Plan. If any such charge is incurred or any such payment is made, we shall be entitled to take steps to recover any fees, charges or expenses incurred by us in respect of such liability.
17. All contributions must be supported by the appropriate application form and/ or any other documentation required by Plan. Contributions received by the Plan without the appropriate documentation will be unavailable for investment and will be returned unless such documentation is supplied within thirty (30) days of the proposed contribution being received. The Plan reserves the right to reasonably refuse any proposed contribution.
18. Organon SIPP Services Limited cannot advise you as to the appropriateness (including any tax consequences) of any contributions made to the Plan and shall have no liability in respect thereof. You should consult an Adviser if you have any questions regarding making contributions to the Plan.
19. Please note, no payment can be accepted as a contribution unless it is paid directly to Plan and not, for example, through a third party (such as an Investment Manager).
20. Where you carry out an act in respect of your membership of the Plan that is prohibited by law or regulation or which would amount to an unauthorised payment, then we shall, without your consent, take such actions as may be necessary to correct the act. In this regard, you shall fully indemnify the Trustees and us in respect of all costs, claims, demands and expenses incurred whether from your fund or, should we wish, your personal assets.
21. In the event that you have a complaint about any aspect of the Plan, where this relates to advice given on the suitability or otherwise, such complaint should be made to the individual or organisation responsible for the provision of such advice. Should the complaint refer to the establishment or operation of the Plan, the details should be reported to:
The Compliance Officer
Organon SIPP Services Limited
Houldsworth Mill, Houldsworth Street
Stockport, Cheshire SK5 6DA.
22. Upon receipt of a complaint, Organon will investigate fully the circumstances and will, in due course, provide you with its decision. Should this decision not be accepted by you, the circumstances can be referred by you to the Financial Ombudsman Service for their consideration. Full details of Organon procedures for responding to complaints, and how you are able to make a reference to the Ombudsman, will be provided to you when appropriate.
23. In the event that compensation is awarded to you, and Organon is unable to meet its liabilities, you might be eligible for compensation from the Financial Services Compensation Scheme. Details would be provided to you as appropriate.
24. Notwithstanding anything else contained within these Terms and Conditions of Business, neither of the parties shall be liable for failure to perform any function or service where the failure is due to any event outside its reasonable control including, without limitation, fire, flood, strikes or other labour disputes (other than those relating to either parties or employees and sub-contractors) war, riot, act of god, insurrection, civil disturbances or acts of Government. Subject to the party concerned promptly notifying the other party in writing of the reasons for the delay and its likely duration, their obligations shall be suspended for the period that the circumstances persist.
25. We are registered under the Data Protection Act 1998. Often we will fulfil the roles of a data processor and a data controller as defined under the Act. We will not disclose your records to a third party without your consent (other than required to comply with any statutory or regulatory obligation). You may examine your records, should you wish. In addition, we will meet the following requirements:
 - To have appropriate processes and procedures in place to safeguard personal data against loss, damage, destruction, theft or unauthorised access, use or disclosure.
 - To process personal data only in accordance with instructions from the trustees, except where personal data is being processed for the purposes of administering the Plan.
 - To make sure that only appropriate members of staff have access to the personal data.
 - To provide the trustees, should they request in their role as data controllers, details of any policy, procedures or other information relevant to evidence compliance with the requirements of the Data Protection Act 1998.
 - To make sure that all data processed will be in accordance with the obligations imposed on data controllers by the Act.
26. This Agreement will be governed by and constructed in accordance with the laws of England. The English courts are to have exclusive jurisdiction to settle any disputes or claims that may arise out of or in connection with these Terms and Conditions.

Application Form & Supplemental Deed

Member Bank Mandate

Bank Account Title:

The title of the bank account will be "The Organon SIPP" followed by the member's initial and surname.

Bank Details:

Butterfield Private Bank, 99 Gresham Street, London EC2V 7NG

Trustee Details:

Organon Pension Trustees Ltd, Houldsworth Business Centre, Houldsworth Mill, Houldsworth Street, Stockport SK5 6DA

Scheme Administrator:

Organon SIPP Services Limited, Houldsworth Business Centre, Houldsworth Mill, Houldsworth Street, Stockport SK5 6DA

MEMBER DETAILS

First Name (s)

Surname

Address

Postcode

Note: Statements will automatically be sent to the member at the above address as well as to Organon SIPP Services Limited. Statements will also be sent to the person named below, if required.

ADDRESS FOR ADDITIONAL STATEMENTS (optional)

First Name (s)

Surname

Address

Postcode

Organon Pension Trustees Limited as Trustees of The Organon SIPP ("the SIPP"), hereby apply to open a Butterfield Pension Trust Account ("the Account") with Butterfield Private Bank ("the Bank") on the published terms and conditions, and confirm that a resolution has been passed at a properly convened meeting of the Trustees that these banking arrangements be put in place.

We hereby confirm that we are duly authorised by the Trust Deed of the SIPP to open the Account and operate it as set out in this mandate and we hereby indemnify you against any losses suffered as a result of any operation of the Account in accordance with this mandate which is found to be in breach of the Trust Deed. The liability of Organon Pension Trustees Ltd in respect of the above shall not be personal to any Directors or officers of Organon Pension Trustees Ltd and shall in any event be limited to the value of the funds in the aforementioned ("the SIPP") held under its control from time to time.

The liability of the Trustees for any indebtedness arising from time to time on the Account shall be limited to the assets in the SIPP.

Please act on the authorised signatures of Organon Pension Trustees Ltd in respect of cheques or other orders for payment on the account, and authorities for sale, purchase, delivery or other dealing with securities, bills, coupons, documents, boxes, packages and their contents and other property at any time held by you. We acknowledge that the Account is to remain in credit at all times to ensure payment of fees.

We authorise the Bank to act on any instructions given or purporting to be given by us or on our behalf in accordance with current mandates on any accounts in our name by facsimile. In consideration of the Bank agreeing to accept such instructions we undertake to keep the Bank fully indemnified against all losses, costs, damages,

claims, demands and expenses which the Bank or we may incur through the Bank acting or failing to act upon any such instructions that are proven to have been received by the Bank, and agree that the Bank may debit our account(s) with any amount which the Bank has paid in accordance with any such instructions.

We hereby authorise you to provide the Plan's auditors with such information as they may request concerning the Account and any transactions which may have taken place via the Account.

Data Protection Statement. Under the terms of the Data Protection Act 1998 you have the right to request any information regarding personal details held on computer files by us upon payment of the appropriate fee. The information provided by you will be held on our computer systems or other records to assist us in providing the service for which you have applied and our dealings with you, and for marketing, research, statistical analysis and when applicable, credit risk assessment. We may obtain information about you from credit reference agencies to protect both us and our other clients against fraud, to assist with our identity verification and in our assessment of your suitability as a client. In such cases the agencies will keep a record of our enquiry, however, we will only disclose information about you to the agencies in the event of your defaulting on a debt. All information held by us about you will be treated as private and confidential. There are four exceptional cases permitted by law when we may disclose details of your name, address and account(s) to outside authorities:

- (a) where you are legally compelled to do so;
- (b) where there is a public duty to disclose (for example, in the time of war);
- (c) where our own interests require disclosure (but not for marketing by other organisations, including those in our group);
- (d) where we have your consent to do so.

Verification against electronic records. Butterfield Private Bank, along with most other UK banks, subscribes to electronic data services to enable us to use electoral roll, credit reference agency and other data as part of our verification process.

We hereby authorise the Bank to make searches about us at credit reference agencies, who will supply the Bank with credit information, as well as information from the Electoral Register. We understand that the Bank and associated companies may use the record of searches and any other information provided to the agencies if credit decisions are to be made about me, or other members of my household. This information may also be used for debt tracing and the prevention of money laundering as well as the management of the account. The agencies will record details of the search.

You will have a legal right to apply for a copy of your personal records with us and have to have any inaccuracies corrected. We will charge a fee for this service, the amount being advised beforehand. **The opening and operation of this account is subject to and with the benefit of the General Account Terms and Conditions, which I have been given a copy of and accept.**

Member's Signature

Print Name

Date / /

Signed for and on Behalf of Organon Pension Trustees Ltd:

Print Name

Date / /

Butterfield Private Bank is the name used for private banking by Butterfield Bank (UK) Limited. Registered Office: 99 Gresham Street London EC2V 7NG. Registered in England No. 338594. Authorised and regulated by the Financial Services Authority. The Bank is a participant in the Financial Ombudsman Service and the Financial Services Compensation Scheme. Telephone calls are recorded for security purposes.