



ORGANON
TRUSTEES

Application Form & Supplemental Deed

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

January 2021

Application Form & Supplemental Deed

January 2021



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 9 – Member Declaration
 - Supplemental Deed
 - RBS Bank Mandate

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

- **SECTION 6 – TRANSFER DETAILS.** Please complete and sign if you are transferring benefits from other pension arrangements into your Organon SIPP
- **SECTION 7 – 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 8 – 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: 8th Floor, Regent House, Heaton Lane, Stockport, SK4 1BS.

Organon SIPP Services Limited is authorised and regulated by the Financial Conduct Authority and on the FCA 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: 8th Floor, Regent House, Heaton Lane, Stockport, SK4 1BS.

Organon Pension Trustees Limited does not conduct any regulated activities and is therefore not regulated by the Financial Conduct 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 any sort of Protection? If yes, please provide details.

Y ☐ N ☐

SECTION 2: BENEFICIARY DETAILS

Please indicate who you would like to receive any lump sum or other benefit payable in the event of your death. If you wish to nominate more than three beneficiaries, please complete their details on a separate sheet and attach to this form.

Name of Beneficiary

Relationship Percentage %

Name of Beneficiary

Relationship Percentage %

Name of Beneficiary

Relationship Percentage %

In addition to my expression of wishes above, I nominate all Eligible Recipients as to whom death benefits may be paid by way of drawdown pension. Eligible recipients in relation to a person are: his or her spouse, grandparents, such grandparents' descendants, such descendants' spouses, his or her Dependents, Nominees, Successors, persons interested in his or her estate and persons or unincorporated associations whom or that he or she has nominated to the trustees in writing.

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: INVESTMENT DETAILS

Please indicate below how your SIPP funds are to be invested initially. If you intend to purchase commercial property within your SIPP or have commercial property transferred from an existing SIPP, please complete a Property Questionnaire (available on request).

Investment	Amount
<input type="text"/>	£ <input type="text"/>
<input type="text"/>	£ <input type="text"/>
<input type="text"/>	£ <input type="text"/>
<input type="text"/>	£ <input type="text"/>
<input type="text"/>	£ <input type="text"/>
<input type="text"/>	£ <input type="text"/>
Total	£ <input type="text"/>

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SECTION 6: 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 three transfers.

Name of Transferring Scheme	<input type="text"/>
Name of Scheme Administrator	<input type="text"/>
Address	<input type="text"/> <input type="text"/>
Postcode	<input type="text"/>
Contact Name	<input type="text"/>
Telephone No.	<input type="text"/>
PSTR No (if known)	<input type="text"/>
Policy/Ref. No.	<input type="text"/>

Have any benefits come into payment?

Y ☐ N ☐

If yes, what percentage of the Lifetime Allowance has been crystallised?

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: ADDITIONAL 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 three transfers.

Name of Transferring Scheme	<input type="text"/>
Name of Scheme Administrator	<input type="text"/>
Address	<input type="text"/> <input type="text"/>
Postcode	<input type="text"/>
Contact Name	<input type="text"/>
Telephone No.	<input type="text"/>
PSTR No (if known)	<input type="text"/>
Policy/Ref. No.	<input type="text"/>

Have any benefits come into payment?

Y ☐ N ☐

If yes, what percentage of the Lifetime Allowance has been crystallised?

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Y ☐ N ☐

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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

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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

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SECTION 7: ADVISER DETAILS

Adviser Name	<input type="text"/>
Company Name	<input type="text"/>
Address	<input type="text"/> <input type="text"/> <input type="text"/>
Postcode	<input type="text"/>
Telephone No.	<input type="text"/>
Fax No.	<input type="text"/>
Email Address	<input type="text"/>
FCA Reference No.	<input type="text"/>

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 SIPP Bank Account.

Signed	<input type="text"/>
Name	<input type="text"/>
Date	<input type="text"/> / <input type="text"/> / <input type="text"/>

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	<input type="text"/>
Name	<input type="text"/>
Date	<input type="text"/> / <input type="text"/> / <input type="text"/>

SECTION 8: 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	<input type="text"/>
Name	<input type="text"/>
Date	<input type="text"/> / <input type="text"/> / <input type="text"/>

SECTION 9: 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 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 these charges may be taken from my SIPP Bank Account.

I agree to the Organon SIPP holding information provided by me or by third parties about me in accordance with the General Data Protection Regulation and acknowledge receipt of the privacy notice, which forms part of the accompanying Key Features Document.

Signed	<input type="text"/>
Name	<input type="text"/>
Date	<input type="text"/> / <input type="text"/> / <input type="text"/>

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

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Schedule 2 – Supplemental Deed



THIS SUPPLEMENTAL DEED is made

BETWEEN

- (1) ORGANON PENSION TRUSTEES LIMITED (company number 6406804) whose registered office is at 8th Floor, Regent House, Heaton Lane, Stockport SK4 1BS ("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 replacement master trust deed and rules dated 30 May 2017 between the Establisher (as defined in the Master Deed) and the Scheme Trustee which currently governs 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 at schedule 1 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 Establisher at its sole discretion designates from time to time.
- D The Member shall be a trustee of the supplemental trust on the terms set out in the Supplemental Deed. The Member and the Additional Trustee (if any) shall be the "**Member Trustees**" for the purposes of this Supplemental Deed.
- E For the purposes of this Supplemental Deed, but subject to clauses 6 and 17, the Scheme Trustee and Member Trustee 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 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 Establisher may at its sole discretion designate from time to time.
3. 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.
4. The Member Fund within the Scheme shall be known by such name as the Establisher may designate from time to time.
5. 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 Establisher in its absolute discretion at any time, the Establisher 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.
6. The Establisher hereby appoints the Additional Trustee (if any) as a Member 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 Trustee during the Member's lifetime.
7. 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 Administrator and/or any Service Provider, on such basis as may be determined by the Establisher and 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.
8. 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. The Scheme Trustee's role is limited to holding assets of the Individual SIPP, jointly with the Member Trustees, on the terms of this Supplemental Deed and the Scheme Trustee shall act only on the instructions of the Establisher.

9. The Member confirms and agrees that the Establisher and/or the Scheme Administrator and/or any Service Provider shall 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.
10. The Member Fund Trustees shall act unanimously for the purposes of any investments of, or any contribution to or transfer payments received into, the Member Fund.
11. 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.
12. In the event of any dispute arising between the Member Trustees in the exercise of their powers under this Supplemental Deed or the Master Deed or the Rules, the Establisher's determination in such matters shall be final and shall bind the Member accordingly.
13. 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.
14. The following provisions of the Scheme shall apply to the Member Fund:
 - 14.1 the investment powers in the Master Deed, the Rules and this Supplemental Deed shall apply and be exercisable in relation to the Member Fund by the Member Fund Trustees, with the agreement of the Establisher;
 - 14.2 the Member Fund Trustees solely or jointly, for or in respect of one or more Member Fund, may, with the agreement of the Establisher, 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;
 - 14.3 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
 - 14.4 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:
 - 14.4.1 to ensure that the continued registration of the Scheme by HMRC for the purposes of Chapter 2 of Part 4 of the Act is to be maintained or retained; or
 - 14.4.2 to pay the professional fees of the Establisher, the Scheme Administrator and any Service Provider.
15. The Scheme Administrator and the Scheme Trustee (acting only at the direction of the Establisher), 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.
16. The Member Fund Trustees, with the agreement of the Establisher, 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.
17. The Establisher 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.

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Schedule 2 – Supplemental Deed



18. If a Member Trustee shall at any time be an undischarged bankrupt or otherwise disqualified from acting as a trustee, the Establisher 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 Trustee or, in default, the Scheme Trustee shall be the sole trustee of the Member Fund.

19. The Establisher shall have the power 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.

20. The Establisher, the Scheme Trustee and the Additional Trustee, if any, shall be entitled to all the indemnities conferred on trustees by law. The Establisher, the Scheme Trustee 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 Establisher and the Scheme Trustee and the Additional Trustee, if any, indemnified against the consequences of the exercise of all the Establisher's, the Scheme Trustee's 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 Establisher or the Scheme Trustee or the Additional Trustee, as the case may be, or, in the case of the Establisher or the Scheme Trustee or any professional trustee, its own negligence and the Establisher 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" 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.

21. The Establisher 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 Establisher, 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.

22. The Member Fund Trustees shall, upon a direction by the Establisher, accept into the Member Fund a transfer of such assets from the Scheme in respect of the Member as the Establisher may, at its sole discretion, from time to time designate to be assets of the Member Fund.

23. The Member Fund Trustees shall, if so required by the Establisher, 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.

24. The Member Trustees of two or more individual Member Funds may, with the agreement of the Establisher, at their discretion, but only 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.

25. In clauses 26 to 33 the following expressions have, where the context admits, the following meanings:

25.1 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.

25.2 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).

25.3 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.

25.4 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.

25.5 The "vesting day" means the day on which the specified period expires.

25.6 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.

25.7 The "dependants" has the same meaning as Dependant as defined in 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.

25.8 The "relatives" means in relation to the Member:

25.8.1 his widow (if the Member is male) or her widower (if the Member is female);

25.8.2 any child or remoter issue of the Member and the spouse or widow or widower of any such child or remoter issue;

25.8.3 the father or mother (whether lawful or adoptive) of the Member and the widow or widower of such father and mother;

25.8.4 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.

25.9 The "beneficiaries" has the same meaning as "Eligible Recipients" in the Rules.

26. 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, acting only at the direction of the Establisher, shall appoint from time to time during the specified period and without infringing the rule against perpetuities.

27. 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, acting only at the direction of the Establisher, shall determine.

28. 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, acting only at the direction of the Establisher, 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.

29. The death benefit trustees shall during the specified period have the following additional powers, which shall be exercisable only at the direction of the Establisher:

29.1 Power to allow the property or investments at the time subject to the trusts under these clauses 14 and 24 to 32 to remain unsold or in its actual state of investment so long as the Establisher and the Additional Trustee (if any) 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;

29.2 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;

29.3 Power to invest any money available for investment under the trusts of these clauses 14 and 24 to 32 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 Establisher and the Additional Trustee (if any) shall in their absolute discretion think fit, to the intent that the death benefit trustees shall have the same powers, exercisable only at the direction of the Establisher and the Additional Trustee (if any), as if they were a sole beneficial absolute owner;

29.4 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;

29.5 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;

29.6 Power to exercise the powers contained in:

29.6.1 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 subsection (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;

29.6.2 section 32 of the Trustee Act 1925 as if the words "one half of"

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Schedule 2 – Supplemental Deed



were omitted from proviso (a) to subsection (1); and

29.6.3 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.

30. 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.

31. 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.

32. The death benefit trustees shall, only at the direction of the Establisher, 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 the Establisher and the Additional Trustee (if any) 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 the Establisher and the Additional Trustee (if any) in their absolute discretion shall decide.

33. 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.

34. 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. The Scheme Trustee's power under this clause shall be exercisable only at the discretion of the Establisher.

35. For the purposes of construing this Deed:

35.1 the defined terms in this Supplemental Deed shall have the same meanings given to them in the Master Deed and the Rules;

35.2 pronouns and adjectival pronouns denoting the masculine gender shall be construed as including the feminine;

35.3 words in the singular shall be constructed as including the plural and words in the plural as including the singular;

35.4 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

Application Form & Supplemental Deed

January 2021



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 Conduct Authority ("FCA") 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 FCA Register (www.fca.org.uk).
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 Retail Customer, in accordance with the provisions of the FCA.
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. Organon reserves the right to refuse any proposed investment in the Plan. Any such decision is exercisable solely by Organon without liability. Any such decision shall be final and no appeal will be allowed.
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 FCA 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 plan. 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 Royal Bank of Scotland, which is regulated by the Financial Conduct Authority to accept deposits, in respect of your SIPP Membership. Organon reserves the right to choose an alternative main Plan bank account provider should it so wish.
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 SIPP Bank 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 SIPP 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,
8th Floor, Regent House, Heaton Lane, Stockport, SK4 1BS**
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 General Data Protection Regulation 2018. In the role 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 General Data Protection Regulation 2018*

* Full details of your rights and our responsibilities are set out in the privacy notice which forms part of your Key Features Document
26. This Agreement will be governed by and construed 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.

Guidelines

- ‘**Account**’ means an account or accounts held with the Bank in the name of the Scheme
- ‘**you**’ means The Royal Bank of Scotland plc
- ‘**We/us/our**’ means the Trustees of the Scheme

To: The Royal Bank of Scotland plc

1. Authority

We **Organon Pension Trustees Ltd** (the ‘Company Trustee’) and the Member Trustees named on the Authorised Signatories Sheet(s) set out separately and certified as correct by the undersigned Company Trustee being the Trustees of the **Organon SIPP re**

(‘hereinafter called the Scheme’) request you to open or continue an Account in the name of the Scheme and authorise you to accept instructions [subject to section (ii) below in respect of instructions not in writing] (a) for operations on the Account and (b) to release items held in security or safe custody in our names as Trustees

When Signed by

One Authorised Signatory of Organon Pension Trustees Ltd -----

on behalf of the Scheme, even if the Account becomes overdrawn as a result of the instructions.

- (i) Where instructions to you are given in any form that is not in writing [‘writing’ means for this purpose a document bearing an original written authorised signature(s)] you are entitled to accept them if you are satisfied that the instruction is genuine. We accept that you may require us to enter into a separate agreement(s) with you and/or comply with any further conditions covering any means of providing you with instructions that are not in writing.
- (ii) If appropriate we wish the Account to be included in The Royal Bank of Scotland (the “**Bank**”) electronic services “Bankline”. We refer to the electronic services registration mandate for Bankline between: **Organon Pension Trustees Ltd** the Company Trustee and the Bank whereby the Bank agrees to provide **Organon SIPP Services Ltd** (the “**Bankline Customer**”) with electronic services (“**Services**”). We acknowledge and agree that the Bankline Terms allow the Bankline customer to include a third party’s accounts within their Service to provide instructions (including payment instructions) in relation to such accounts. We agree that we wish the Account to be added to the Services. In consideration of the foregoing we agree to be bound by the Bankline Terms and Conditions. Where you are satisfied the instruction is genuine and the appropriate authority has been given in accordance with the Bankline terms and conditions, you may accept online instructions to withdraw monies from the account(s) on the sole authority of the Company Trustee.
- (iii) We agree that we can all and/or each be held fully responsible for any debt or other liability of whatever nature on the Account or otherwise arising with or owing to you save that, in the absence of fraud or negligence on the part of the Company Trustee the liability hereunder of the Company Trustee shall not be personal but shall be limited to the extent of the assets of the Scheme but without prejudice to the full personal joint and several liability of the Individual Trustees.
- (iv) We *do/do not require separate statements of account and we request you to issue periodical statements of account to one Individual Trustee and a copy to the Company Trustee.

The statement of account should be sent to the following names and addresses

Member Trustee _____

Company Trustee **Not Required** _____

2. Constitution of the Scheme

You are to be given a copy of the Trust Deed and any amendments to the Trust Deed.

3. Confirmation

For and on behalf of Company Trustee

Full name of person signing on behalf of Company Trustee

Director

Address – when not shown on Trust Deed

Date:

Authorised Signatories Sheet for Member Trustees

Please complete this form in BLOCK CAPITALS and in black ink

To: The Royal Bank of Scotland plc

Full account name : Organon SIPP Re

1. Details of Trustee signatories – please sign in the centre of the box(es)

Signature of Member Trustee

Name (in full)

Address

Signature of Member Trustee

Name (in full)

Address

Signature of Member Trustee

Name (in full)

Address

Signature of Member Trustee

Name (in full)

Address

Signature of Member Trustee

Name (in full)

Address

Signature of Member Trustee

Name (in full)

Address

Date

2. Confirmation

We hereby certify that this is the Authorised Signatory Sheet referred to in the mandate addressed to The Royal Bank of Scotland plc relating to the Scheme and that the specimen signatures appearing above are correct.

For and on behalf of the Company Trustee

Director

Name (in full)

Please cross this box if further sheet(s) used ☒

For Bank use only			
Sort code	Account number	Account number	Account number
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>