

# Momentum Gibraltar Pension Plan

## Application Form

### 01. INTRODUCTION

This application should be completed by the Applicant and, where applicable, the Professional Adviser. It should be read in conjunction with the Terms & Conditions (Section 12), Declarations (Section 13) and the Scheme Particulars (provided to you by your adviser).

Please ensure you complete all Sections. Failure to provide all relevant information and supporting documentation could result in a delay to the application being processed. Further information may be required during the processing of this application.

To assist you in ensuring all relevant documentation is included when submitting your application, please complete the following checklist:

### 02. CHECKLIST

Please ensure the following information is included when submitting your application:

Signed Professional Advisor Declaration (Section 09)

Signed Pension Transfer Form(s) (Section 10)

Current asset valuation - in-specie transfer only

Signed Applicant Beneficiary Form (Section 11)

Signed Applicant Declaration (Section 13 )

Original or Certified Copy of Utility Bill or Bank Statement, dated less than 3 months old

Certified Copy of your valid Passport, Identity Card or Driving License\*

HMRC Form APSS263 for each pension transfer

Please return all paperwork to the Scheme Administrator:

**Momentum Pensions (Gibraltar) Limited**

c/o Momentum Pensions Malta Limited

Ground Floor, Crown Marina

Ta' Xbiex Seafront

Ta' Xbiex, XBX 1027

Malta

Tel: +350 2007 6630

Email: gibraltar@momentumpensions.com

Momentum reserves the right to request further information to perform its customer due diligence.

**\* The certifier must state on the document:**

"I certify that the document is a true copy of the original document seen by me"

**Signed:** (the signature of the certifier)

**Name:** (the printed name of the certifier)

**Position or capacity:** (the profession, designation or capacity of the certifier)

**Contact Details:** (address, telephone number)

**Date:** (the date of the certification)

### 03. APPLICANT DETAILS

Title	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Forename(s)	Surname
Marital Status	Date of Birth	City of Birth	Country of Birth
Nationality	Country of Issue of Identity Card/Passport		
Occupation	Passport Number	Identity Card Number	
UK NI Number	Date permanently left the UK	Intended retirement age (55-75)	
Email Address	Mobile		
Home Telephone	Work Telephone		
Residential Address	Correspondence Address (if different)		
Do you consider yourself to be a Politically Exposed Person* (PEP)? <input type="checkbox"/> Yes <input type="checkbox"/> No			

If **Yes**, please provide details as to why you consider yourself to be a PEP.

\*A PEP is a person who is or has been entrusted with prominent public functions. The definition also includes family members or close associates of that person.

### 04. TAX RESIDENCY

Current Country of Tax Residence <sup>1</sup>	Tax Identification Number (TIN) or equivalent <sup>2</sup>
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<sup>1</sup> Should your tax residency change within the next five consecutive complete UK tax years from the date of transfer of UK Benefits, please note you are legally required to advise Momentum of this change immediately and in any event no later than 60 days of this change occurring

<sup>2</sup> A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction.

## 05. PROFESSIONAL ADVISER DETAILS

The Trustee requires the appointment of a Professional Adviser, who will be subject to Trustee approval.

Company Name	Adviser's Name
Adviser Email Address	Telephone Number
Additional Email Address (if required)	
Business Address	
Registered Office Address (if different)	

## 06. INVESTMENT ADVISER DETAILS

Where I have nominated an Investment Adviser, I recognise my responsibility and therefore irrevocably and unconditionally agree to hold harmless and fully indemnify the Trustee against all or any loss or liability of whatever nature (including all associated costs) that may in any way arise or result from this appointment.

<input type="checkbox"/> Nominated Investment Adviser	<input type="checkbox"/> Same as Professional Adviser
Company Name	Investment Adviser's Name
Regulator	Licence Number
Email Address	Telephone Number
Business Address	Registered Office Address (if different)
Would you like the Trustee to consider providing discretionary control to your Investment Adviser? <input type="checkbox"/> Yes <input type="checkbox"/> No	

## 07. RISK PROFILE

Please tick the box that applies to you:

Risk Category	Risk Profile	Risk Profile Definition
1	<input type="checkbox"/> Low	There is a limited degree of risk to the capital. Any growth is likely to be minimal.
2	<input type="checkbox"/> Lower to Medium	There is a small degree of risk to the capital with potential for moderate growth over the longer term
3	<input type="checkbox"/> Medium	There is some risk to the capital with the potential for a reasonable return over the longer term.
4	<input type="checkbox"/> Medium to High	There is a chance of more growth over the longer term but with an increased possibility of the capital value declining too.
5	<input type="checkbox"/> High	There is a potential for significant growth but that potential should be balanced with the increased chance that the investment value may decline more rapidly.

**Momentum Pensions (Gibraltar) Limited appreciates that the risk profile may change over time, and therefore requests that our staff are notified as soon as possible where this is the case.**

**Disclaimer** - Your Investment Adviser will give you advice in line with your attitude to risk and you should ensure that the underlying investments recommended meet with your risk profile. Momentum Pensions (Gibraltar) Limited are the Professional Trustees and Administrators who ensure your retirement fund is managed in line with the Momentum QROPS Investment Guidelines and Gibraltar Regulatory requirements. We accept our duties and responsibilities as both trustees and administrators in full. We do not however, provide investment, tax or legal advice in relation to your fund. Please consult your adviser for advice in these areas.

## 08. INVESTMENT GUIDELINES

**The Trustees needs to ensure that the applicant's funds are invested in a prudent manner and in the best interests of the member. The key principle is to ensure that there is a suitable level of diversification relevant to the Member and that the investment:**

- Is in line with the underlying Member's attitude to risk.
- Predominantly invested in regulated markets. Not more than 10% of the Scheme assets can be invested in securities that are not traded in or dealt on a regulated market.
- Esoteric, Non-Standard Investments are restricted to no more than 10% of the portfolio's value. Acceptance of these assets is at the discretion of the Trustees.
- Maximum of 40% of the fund in assets with expected liquidity of greater than 3 months but not greater than 6 months.
- Where liquidity is provided by a secondary market, this must be provided by the issuer of the asset and have a maximum pricing period of monthly.
- Where products with underlying Capital guarantees are chosen, i.e. Structured Notes, these will be permitted up to a maximum of 66% of the portfolio's values, with no more than one quarter of the portfolio to be subject to the same issuer default risk.
- Where no such Capital guarantee exists, investment will be permitted up to a maximum of 50% of the portfolio's value.
- Structured Notes will only be accepted at the discretion of the Trustees.
- In addition, further consideration needs to be given to the following factors:
  - Overall size of fund;
  - Credit risk of underlying investment;
  - Liquidity of fund.
- No private funds or private company shares, including shares in a company where the Member, or a related person is a controlling shareholder.
- No immovable property assets. Property funds are acceptable within parameters set out within this guidance.
- No gearing or leverage through the use of derivative products, aside from the use of structured products, which provide some underlying guarantees. If individual investments or equities are considered, then not more than 20% in any singular asset, aside from collective investments.
- Collective investments or funds that provide a sector and geographical spread are acceptable, even if the investments are confined to one fund with a recognized provider.
- In addition to the above, the portfolio must be constructed in such a way as to avoid exposure:
  - To any single sector;
  - To any single region;
  - To any single credit risk.
- Investments must be suitable for retail consumers.
- Non-Retail investment(s) will only be considered at the discretion of the Trustees, and where the Member meets the Gibraltar regulatory requirements to be classified as a Professional Client.

## 09. PROFESSIONAL ADVISER DECLARATION

### We confirm that:

- We have provided appropriate independent advice regarding the suitability of the Applicant's proposed transfer to the Scheme and the proposed underlying investment(s).
- We are suitably qualified to provide this advice and meet the licensing and regulatory requirements of the jurisdiction in which the advice is being provided.
- All fees have been disclosed to the Applicant including any charges for the underlying investments.
- Where a transfer is from a scheme with any form of guarantee, safeguarded benefits or other defined benefits, we have undertaken the appropriate transfer analysis or organised for the appropriate transfer analysis to be undertaken and the Applicant has been advised of any guarantee on benefits that will be lost as part of the proposed transfer to the Scheme.
- We have made the Member aware of the provisions of the Overseas Transfer Charge and also their legal obligation to notify Momentum of any change in his/her Tax Residency which occurs at any point within five consecutive complete UK tax years from the date of transfer ("relevant period") and no later than 60 days from the change occurring.
- We have also made the Member aware that where a transfer of funds from a UK Registered Scheme was excluded from Overseas Transfer Charge (OTC) at point of transfer, that this transfer remains liable to the OTC during the relevant period. This applies where the Member ceases to be tax resident in the EEA or subsequently transfers to another QROPS and no longer meets the condition to be excluded from the OTC, and on such an event, Momentum will be required to apply the OTC on any ring fenced transfer funds held at that point.
- We confirm that any investment advice given to the Applicant will be within the Investment Guidelines issued by Momentum Pensions (Gibraltar) Limited, as varied from time to time and any regulations issued by the Gibraltar Financial Services Commission and the Gibraltar Income Tax Office in respect of pension assets.

Adviser's Name

Adviser's Signature

Date

## 10. PENSION TRANSFER(S)

Please list the pension(s) that you wish to transfer. A separate copy of this section 10 should be completed if there are more than 2 transfers.

Pension Provider 1	Type of Pension <input type="checkbox"/> Defined Benefit <input type="checkbox"/> Defined Contribution <input type="checkbox"/> Personal Pension	
Approximate Transfer Value	Pension Scheme Name	Pension Scheme Reference Number
Pension Administrator Correspondence Address	Contact Number	Email Address
Are the benefits in the transferring Scheme safeguarded Benefits (e.g. defined benefits)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes and where the Transfer value is greater than £30,000, please confirm if you have received the required advice on the transfer from an Advisor suitably authorised by the FCA to provide this advice, prior to electing to make this transfer.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Please confirm if a guarantee date is applicable to this transfer.	Date	
Is the transfer to be made in the form of a transfer of assets (in-specie) from the existing Scheme?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, please provide a current valuation including details of the investment holdings.		
<b>Crystallised Benefits</b>		
If Yes, does the transfer value include crystallised benefits?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, is any part designated to provide capped drawdown / GAD income?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

### Transfer Declaration

I request my existing Scheme Administrator to transfer the value of benefits held on my behalf to the receiving Scheme in the form of cash payment or direct transfer of assets if requested under the transferring scheme. I hereby apply to the Trustees of the Momentum Gibraltar Pension Plan, to accept the transfer(s) from the transferring Scheme(s).

I confirm that where any benefits being transferred are from a Defined Benefits scheme, I have read and understood the Momentum Gibraltar Pension Plan Scheme Particulars document, in particular [pages 4 to 7](#), which detail the different types of benefits available to me under the Momentum Gibraltar Pension Plan.

It is understood that the existing Investment Manager or Administrator of the transferring Scheme will be responsible for the collection of all outstanding dividends and tax reclaims, together with the realisation of all such rights and entitlements in respect of the assets transferred and for passing these on to the receiving Scheme.

I authorise the Scheme Administrator, Trustee, or Insurer of the transferring Scheme to provide Momentum Pensions (Gibraltar) Limited with any information it may request regarding my benefits under the transferring Scheme. I agree that a copy of this authority should have the validity of the original. This letter is only to be used to obtain information and not to authorise any changes.

Applicant's Signature	Date
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## 10. PENSION TRANSFER(S) (continued)

### Pension Transfer 2

Pension Provider 1	Type of Pension <input type="checkbox"/> Defined Benefit <input type="checkbox"/> Defined Contribution <input type="checkbox"/> Personal Pension		
Approximate Transfer Value	Pension Scheme Name	Pension Scheme Reference Number	
Pension Administrator Correspondence Address	Contact Number		
	Email Address		
Are the benefits in the transferring Scheme safeguarded Benefits (e.g. defined benefits)?			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes and where the Transfer value is greater than £30,000, please confirm if you have received the required advice on the transfer from an Advisor suitably authorised by the FCA to provide this advice, prior to electing to make this transfer.			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Please confirm if a guarantee date is applicable to this transfer.			
Date			
Is the transfer to be made in the form of a transfer of assets (in-specie) from the existing Scheme?			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, please provide a current valuation including details of the investment holdings.			
<b>Crystallised Benefits</b>			
If Yes, does the transfer value include crystallised benefits?			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, is any part designated to provide capped drawdown / GAD income?			
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Separate sheet attached with further pension transfer details <input type="checkbox"/> Yes <input type="checkbox"/> No			

### Transfer Declaration

I request my existing Scheme Administrator to transfer the value of benefits held on my behalf to the receiving Scheme in the form of cash payment or direct transfer of assets if requested under the transferring scheme. I hereby apply to the Trustees of the Momentum Gibraltar Pension Plan, to accept the transfer(s) from the transferring Scheme(s).

I confirm that where any benefits being transferred are from a Defined Benefits scheme, I have read and understood the Momentum Gibraltar Pension Plan Scheme Particulars document, in particular **pages 4 to 7**, which detail the different types of benefits available to me under the Momentum Gibraltar Pension Plan.

It is understood that the existing Investment Manager or Administrator of the transferring Scheme will be responsible for the collection of all outstanding dividends and tax reclaims, together with the realisation of all such rights and entitlements in respect of the assets transferred and for passing these on to the receiving Scheme.

I authorise the Scheme Administrator, Trustee, or Insurer of the transferring Scheme to provide Momentum Pensions (Gibraltar) Limited with any information it may request regarding my benefits under the transferring Scheme. I agree that a copy of this authority should have the validity of the original. This letter is only to be used to obtain information and not to authorise any changes.

Applicant's Signature	Date
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## 11. BENEFICIARY NOMINATION FORM

In the event of my death, I would like the Trustees to consider making payment of any death benefits to the following person(s):

Continue on a separate sheet if required. Percentage allocation should total 100%.

Full name	Relationship	%
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Address	Contact number / email address
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Full name	Relationship	%
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Address	Contact number / email address
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Full name	Relationship	%
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Address	Contact number / email address
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Full name	Relationship	%
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Address	Contact number / email address
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Full name	Relationship	%
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Address	Contact number / email address
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Separate sheet attached with further details	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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**Note:** This nomination of beneficiaries is not binding on the Trustees and can be withdrawn or changed at any time. It is possible for the Trustees to consider making a payment to a charity, should this be who you wish to nominate as a beneficiary.

Applicant's Signature	Date
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## 12. TERMS AND CONDITIONS

### 1. INTRODUCTION & SUMMARY

Thank you for your interest in the services that Momentum Pensions (Gibraltar) Limited ('Momentum') provides.

It is extremely important that you understand the services that Momentum offer so please take the time to carefully read this introduction and the documents attached hereto prior to proceeding with your application for membership to the Momentum Gibraltar Pension Plan.

Momentum Pensions means Momentum Pensions (Gibraltar) Limited a company incorporated in Gibraltar numbered 109892 .

#### The Services we provide:

- Momentum acts as Trustee and Administrator of the Scheme in accordance with the Scheme Trust Deed and Rules, subject to Gibraltar legislation.
- Momentum is registered under the Data Protections Act 2004.
- We will comply with all local and Her Majesty's Revenue and Customs regulations in respect of your pension assets and as Trustees will provide an oversight role in respect of any investment decisions that you make, to ensure that they are consistent with your attitude to risk and compliant with local guidelines.
- As your Trustees we will act in your best interests and will consider any expression of wishes from you the member, making an appropriate decision in line with our role and responsibilities.
- We do not give financial, legal, tax or investment advice, unless required to do so, to meet our obligations as Trustee of your pension assets. It is incumbent on you to seek advice now and in the future should your circumstances change or if you otherwise require it.

### 2. SUITABILITY - YOUR OBLIGATION TO US:

#### We ask you to:

- Provide us with details of your pension provision and any other detail that you consider relevant to our role as Trustee of your pension assets. If you are transferring an existing pension to us you will need to authorise the existing pension provider to transfer the fund to us.
- Complete all relevant documentation and provide us with appropriate due diligence.
- Appoint a professional adviser or separate investment adviser on investment matters should you need advice. As Trustees we are independent and unable to provide you with any investment advice.
- Ensure that you have read and understood the literature that we have provided you with and to ask us any relevant questions, particularly the scheme particulars which set out the operation of the Pension Trust.
- Advise us of any change in your circumstances, including a change of address or change in tax residency immediately and no later than 60 days in any event, as this may impact on your pension with us

#### Things you need to know:

- Momentum Pensions (Gibraltar) Limited is licensed and authorised by the Gibraltar Financial Services Commission as a Personal Pension Scheme Controller under Licence number FSC12128.
- Any pension fees payable to us will be as detailed in our fee schedule, as amended from time to time, or as may be agreed between us and payable from your Momentum Pensions Retirement Fund.
- We keep records of our business transactions for at least six years and you are entitled to inspect copies of entries in our books or computerised records about your transactions. A fee may be charged for this service.
- We may receive a fee from a product provider as a result of you transferring your pension to us.
- If you have a complaint about the service that we have provided please make your complaint in person to a Director, in writing by post or email.

### 3. DATA PROTECTION POLICY AND PRIVACY NOTIFICATION

**Momentum Pensions (Gibraltar) Limited ("Momentum" / "we" / "us", "our")** collects information from our applicants and Members predominantly through our Application form but also through any subsequent interactions with you, whether by email, post, face-to-face meetings, phone or through your Professional Adviser.

The below sets out the way Momentum collects, stores and otherwise uses data relating to you (your personal data) and the reasons for doing that. By providing information through our Application form, by email, post, phone, in person, through your Professional Adviser and/or through any other medium, you are accepting and consenting to Momentum's use of your personal data in the manner described overleaf.

## 12. TERMS AND CONDITIONS (continued)

### Personal Data Collected

- You are asked to provide information through our Application form, including your name, address, email address, contact phone number(s), national insurance number, as well as details of your spouse / partner, employment and earnings details, other pension arrangements (if you intend to transfer any scheme), details of your Professional Adviser and Investment Management Strategy and details of nominated beneficiaries linked to any death benefits.
- You are also asked to provide certain identification documents, which are listed within the Application form and which include your passport, driving licence, a utility bill and/or salary slip, in support of your Application (for verification and regulatory purposes).
- You may also provide further information (either on request or voluntarily) by email, post, in face-to-face meetings or by phone. Finally, your Professional Adviser may pass on information which you have provided to them and which relates to the administration of our services.
- Momentum will not intentionally or systematically seek to collect, store or otherwise use information about you classed as 'sensitive personal data' (for example, information relating to any trade union membership, ethnic origin or medical conditions). We cannot prevent you or your Professional Adviser from disclosing the same to Momentum as part of your correspondence with us but you should ensure that such information is only provided where it is absolutely necessary and in circumstances where you would be content for us to use it in the manner described below.

### Using Your Information

Momentum predominantly uses the information referred to above:

- in connection with the provision of services to you in order to administer and run your pension scheme. This may involve seeking, receiving and processing instructions from you and/or your Professional Adviser, fulfilling our obligations to you, responding to any request made by you and/or your Professional Adviser and/or communicating changes to the scheme/services in question;
- in order to adequately audit and risk assess the services provided;
- in order to contact you either directly or through your Professional Adviser, including updating you in relation to our services;
- in order to carry out full customer due diligence;
- in order to comply with relevant regulations and obligations including obligations relating to money laundering, fraud and crime prevention. This includes performing screening checks at application stage and on a periodic basis thereafter.

### Sharing Your Information

Momentum might share your information with others, in limited circumstances. Predominantly that sharing is carried out in order to ensure that our services are provided and administered successfully and in compliance with our regulatory and professional obligations. Your information may be shared by Momentum as follows:

- We will share information with your Professional Adviser, relevant system, scheme and product providers and Investment Managers where necessary in connection with our services and services intrinsically linked to the same. Where necessary, Momentum sends a copy of the Application form to the Investment provider and if the transferring scheme asks for details, Momentum will provide them with such information as detailed in the Application form.
- We will share your information amongst Momentum's group companies (including companies which partially own, or are owned by, Momentum and/or which share the Momentum brand and includes Momentum Pensions Limited (UK Registration Number 3686070), Momentum Pensions Limited (Isle of Man Registration Number RA102), Momentum Pensions Malta Limited (Malta Registration Number C52627) and Momentum Pensions (Gibraltar) Limited (Gibraltar Registration Number 109892) (collectively the Momentum Group), as they will be involved in connection with the purposes identified above.
- We will share information with the Momentum Group's regulators and professional advisers including, for example, HM Revenue & Customs (and/or other relevant tax authorities) and the Gibraltar Financial Services Commission (and/or other relevant regulators), our auditors and legal advisers in order to comply with relevant obligations, regulations and other legal requirements.
- We may need to disclose your information if required by law, if we believe that disclosure is necessary to comply with a current judicial proceeding, or a court order or legal process served on us, in order to enforce our terms and other agreements or to protect the property, rights or safety of Momentum, our members or others.

## 12. TERMS AND CONDITIONS (continued)

- In the event that the Momentum Group goes through a business transition, such as a merger, being acquired by another company, or selling a portion of its assets, your information will, in most instances, be part of the assets transferred.
- Momentum Pensions Malta Limited and Momentum Pensions Limited work with third parties in Malta and in the United Kingdom which provide physical storage space for records and other documents. Certain information about you may be included within those records and documents. Storage of electronic information will be on Momentum Group servers which is located within the territories which Momentum operates.
- We may share information with analytics and search engine providers that assist us in the improvement and optimisation of our website.
- We will not seek to share your information other than in the way set out above without taking steps to gain your consent to the same. However, if we are unable to obtain instructions, we may share information where, in our view, it is in your legitimate interests for us to do so.
- We will seek at all times to ensure that your information is shared in a secure manner. Unfortunately, the transmission of information (in particular, via the internet) is not completely secure. Although we will do our best to protect your information, we cannot guarantee the security of data transmitted either through the Website or by post, email or phone. However, we have and will continue to put in place strict procedures to uphold the security of your information.

### Transferring Information Internationally

As set out above, we will share your information amongst the Momentum Group and with third parties (including Investment Managers and your Professional Advisor). As such, this will involve transferring your information internationally, including transfers outside the European Economic Area (EEA).

Whilst we may transfer your information to Momentum Pensions Limited in the Isle of Man, we note that the European Commission has decided that there is an "adequate level of protection" afforded to individuals' personal data within that state and we therefore rely on that decision.

Momentum takes steps to ensure that the transfers outside EEA are legitimate and in these circumstances, agreements which include the EU standard model clauses will be put in place between Momentum entities which are transferring the data and those entities operating outside the EEA who are receiving the data. The receiving entities will be mainly your Investment Providers and Professional Advisors.

### Changes to this Policy

Momentum will occasionally update this Policy / Notification to reflect company and customer feedback. We will contact you to inform you of the same.

### Your Rights and Contacting Us

Momentum is registered with the Data Protection Commissioner as a Data Controller under the applicable data protection legislation in each territory in which Momentum is registered.

You have the right to access information held about you. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

Any request or other questions or comments relating to your information should be addressed to the following address:

#### **Momentum Pensions (Gibraltar) Limited**

c/o Momentum Pensions Malta Limited  
Ground Floor, Crown Marina  
Ta' Xbiex Seafront  
Ta' Xbiex, XBX 1027  
Malta

**Tel:** +350 2007 6630

**Email:** [gibraltar@momentumpensions.com](mailto:gibraltar@momentumpensions.com)

### 13. DECLARATIONS

1. I acknowledge and accept the Terms and Conditions for Membership of the Momentum Gibraltar Pension Plan.
2. I acknowledge that the Trust Deed and Rules of the Scheme and these Declarations are to be governed by Gibraltar law.
3. I understand a copy of the Trust Deed and Rules of the Scheme is available upon request.
4. I declare that I have been informed of the implications of holding the status of a Politically Exposed Person (PEP) and that I have disclosed all material information required. Moreover, I bind myself to notify Momentum as the Scheme Administrator should my status or that of any designated beneficiary change to that effect.
5. I consent to Momentum deducting the agreed fees from my Momentum Pensions Retirement Fund.
6. I acknowledge that details of the fees and charges to be made by Momentum Pensions (Gibraltar) Limited "Momentum" as Trustee of the Scheme have been given to me.
7. In the event that the information which I have provided to Momentum Pensions is in any way inaccurate, additional tax, fees and charges may be incurred and payment of benefits under the Scheme may in consequence be deferred or voided.
8. I acknowledge that Momentum will act as Trustee and Administrator of the Scheme. I also accept that the services provided by Momentum do not extend to financial, legal, taxation or investment advice. Momentum has not provided advice in relation to membership of the Scheme or its suitability to my current or future circumstances.
9. I shall upon request make full disclosure in writing of any benefits I have received, may receive or may be entitled to receive from any other Superannuation Fund or employer.
10. I wish to nominate the person(s) listed in the section headed Beneficiary Nomination in this application to receive any benefit payable from the Scheme in accordance with the Trust Deed and Rules, and understand that I have the right to change this nomination by giving notice to Momentum at any time.
11. I confirm that I have not been convicted of any criminal offence (motoring offences excluded). I confirm that I have not been subject to a tax investigation by any tax authority in the world. I confirm that I have no knowledge of any present or future creditors who may legally have a claim or entitlement to any assets to be administered by Momentum with the exception of any nominated beneficiary in the event of my death.
12. I acknowledge that the information contained in this form and information that Momentum Pensions hold regarding me and my Pension Plan may be provided by Momentum Pensions to the tax authorities of the country / jurisdiction in which the Retirement Pensions Trust is maintained and exchanged with relevant tax authorities of another country / jurisdiction or countries / jurisdictions in which I may be tax resident pursuant to intergovernmental agreements, including the amended Cooperation with other Jurisdictions on Tax Matter Regulations, to exchange Financial Account information.
13. I have read and understood the Data Protection Policy and Privacy Notification and I consent to the collection of information relating to me, the uses Momentum makes of that information, the way in which it is shared and the purpose for which it is processed as described.
14. I consent to Momentum in their capacity as Scheme Administrator of the Momentum Gibraltar Pension Plan settling any tax liability levied by Her Majesty's Revenue & Customs or other tax Authority as relevant from my Momentum Pensions Retirement Fund.
15. I accept that I or my designated Professional or Investment Advisor may suggest investment preferences to be considered, however, Momentum as the Trustee and Scheme Administrator will retain full power and discretion for all decisions relating to the purchase, retention and sale of the investments within my Momentum Pensions Retirement Fund.
16. I will not hold Momentum responsible in any way for any delays in the purchase or sale of any investments that have been suggested for consideration by my Professional Advisors or myself.
17. I will hold the Momentum fully indemnified against any reasonable claim in respect of such investment decision or directions.
18. I consent to Momentum obtaining from me or any other person or body to whom a duly authorised payment under the provisions of my Momentum Pensions Retirement Fund is to be made, such evidence and information as it may be required for the purpose.
19. I understand that if there is a failure to provide information requested by Momentum in order to administer my benefits in an accurate manner, Momentum as the Retirement Scheme Administrator has the right to make further charges.
20. I understand that any deliberate or careless failure to answer any questions correctly and fully to the best of my knowledge and belief, may result in benefits not being payable to me. The provision of benefits in respect of any Transfer Value payment cannot commence until Momentum has accepted this Application and the initial fees have been settled.
21. I understand that reporting responsibilities and the duration of same may be imposed by UK Her Majesty's Revenue & Customs on Momentum, as the Scheme Administrator of the Momentum Gibraltar Pension Plan. Momentum are also required to comply with similar Reporting Requirements to the HM Government of Gibraltar.
22. I declare that the country of tax residency is as completed in this form. I undertake to advise Momentum in writing but no later

### 13. DECLARATIONS (continued)

than 60 days of any change in circumstances which affect my tax residency status, my residential address, or causes the information contained herein to become incorrect or incomplete.

23. I have read and understand the information provided in the Scheme Particulars regarding the Overseas Transfer Charge (OTC). I understand that should this charge arise, I am jointly and severally liable with Momentum and the charge will be deducted from my Momentum Gibraltar Pension Plan and paid to the HMRC, unless otherwise agreed with Momentum.
24. I understand that where the transfer of benefits from a UK Registered Scheme or onward transfer of UK tax relieved funds or ring fenced transfer funds from a Recognised Overseas Pension Scheme, is not subject to the OTC at the point of transfer, the OTC will still apply at any time during the five (5) consecutive complete UK tax years immediately following the tax year in which the transfer is made (known as the relevant period), if I cease to be tax resident in the EEA or alternatively, instruct an onward transfer to a QROPS established outside the EEA and not established in the territory where I am tax resident at the point of transfer or where not otherwise excluded from the OTC.
25. I understand that where a Transfer was subject to the OTC and where I subsequently satisfy one of the conditions within the relevant period, a repayment of the OTC may be claimed, subject to my notifying the Scheme Administrator(s) who deducted the OTC before the cut-off date, which is one year after the end of the relevant period for the transfer concerned.
26. I hereby irrevocably and unconditionally agree to fully and effectually indemnify and keep indemnified Momentum from and against any tax liability, charge or interest of whatever nature (including all associated costs) that may be incurred by Momentum as a result of any false or incorrect declaration I have made, or failure to notify them of any change in my tax residency within the required timeline, which ultimately results in a liability being imposed.
27. I hereby grant my consent that the personal details and in particular my tax residency within this form, and any updates that I may forward in the future, may be shared by Momentum, for purposes of compliance by Momentum with the applicable Rules and Regulations.
28. I confirm that the information provided in this Application is to the best of my knowledge both accurate and complete.
29. I further understand that the terms and conditions may be amended from time to time. Momentum Pensions (Gibraltar) Limited will notify me within one month from when the change takes effect.

Applicant's Signature

Date