

# The Momentum International SIPP

## Application Form

The Momentum International SIPP Application should be completed by the Applicant and, where applicable, the Adviser. It should be read in conjunction with the following:

1. The Momentum International SIPP Fee Schedule
2. The Momentum International SIPP Key Features
3. Your Personal Illustration (EEA resident Members)
4. The Momentum International SIPP Investment Guidelines

Please ensure that all sections are completed. Failure to provide all relevant information and supporting documentation may result in a delay in the Application being processed. Furthermore, additional information may be required during the processing of this Application.

**The Momentum International SIPP is ONLY available to Non UK Residents.**

## 01. SCHEME TYPE

Lite (£20,000 to £39,999)

Plus (£40,000 and above)

## 02. CHECKLIST

To assist you in ensuring all relevant documentation is included when submitting your Application, please complete the below:

Signed Applicant Declarations (Section 7 & Section 17)

Confirmation if applicant wishes to waive right to cancel the Application (Section 14)

Signed Financial Adviser Declaration (Section 9)

Signed Investment Adviser Declaration (if required) (Section 11)

Completed and signed discharge paperwork for each pension transfer (not required if current provider utilises the Origo Options Transfer Service)

Data Protection Consent Declaration (Section 16)

Original / Certified True Copy of Applicant's Valid Proof of Identity (a list of acceptable identification is provided in Section 19\*)

Original / Certified True Copy of Applicant's Proof of Address, dated less than 3 months old (a list of acceptable identification documents is provided in Section 19)

Completed Fee Disclosure Form (Section 18)

Completed Investment Application Form.

Signed Retirement Options Form (if required) (separate form)

Please return all paperwork to the Scheme Administrator:

### Momentum Pensions Limited

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

Tel: +356 2787 7677

Fax: +356 2787 7671

uk@momentumpensions.com

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

"I certify that the document is a true copy of the original document that I have seen and verified, and that the photo is a true likeness of the person"

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

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

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

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

### 03. APPLICANT DETAILS

Title	Forename(s)	Surname	Gender <input type="checkbox"/> M <input type="checkbox"/> F
Date of Birth	Nationality	Intended Retirement Age (55-75)	UK National Insurance Number
Occupation	Contact Number & Email Address		
Current Tax Residence	Date left UK		
Permanent Residential Address			
Correspondence Address (if different)		Previous Address (if less than 3 years)	
Marital status	<input type="checkbox"/> Single	<input type="checkbox"/> Married	<input type="checkbox"/> Civil Partner <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed
Have you opted out of or declined to join an occupational pension, group personal / stakeholder pension scheme or employer sponsored auto enrolment pension arrangement in favour of making payments to this plan?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you intend commencing benefits immediately? (if Yes please complete a Retirement Options Form - available on request)		<input type="checkbox"/> Yes	<input type="checkbox"/> No
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.			
<div style="border: 1px solid black; height: 30px;"></div>			

\*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.

Momentum Pensions Limited appreciates that your details may change over time and therefore requests that you notify us as soon as possible when this is the case.

### 04. MEMBER CONTRIBUTIONS

If you are a Relevant UK Individual you can pay Member contributions into your SIPP. The definition of a Relevant UK Individual and relief at source eligibility conditions are included within the Member Declaration Section on page 15. Please read and sign this declaration in advance of electing to make any Member Contribution.

Member contributions are paid by the Member, or by an individual on behalf of the Member, e.g. a parent, grandparent or spouse. They do not include employer contributions. Where contributions are being paid on behalf of the Member, you will need to notify us of the full name and relationship of the contributor, together with certified proof of identity and address.

Please indicate the amount of contributions to be paid to your SIPP (if any)

	Single Contribution*:	Regular Contribution*:
Member (net):	£ <input type="text"/>	£ <input type="text"/> per annum

#### 04. MEMBER CONTRIBUTIONS (continued)

Please indicate your source of funds for this contribution:

- Income from employment       Sale of property       Savings  
 Other (please specify):

If payment is from a UK/EU Bank, please confirm Bank Name and IBAN:

Bank Name	IBAN
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Where payment is from a Non EU/UK Bank, please provide a copy of the Bank Account statement (less than 3 months old) in respect of the source of this contribution.

We reserve the right to request further information in order to complete customer due diligence.

Please confirm your employment status:

- Employed**  
Only if chargeable to UK Income tax on employment income including earnings from overseas employment or elsewhere chargeable under Chapter 2 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 (ITEPA 2003) for the current tax year.
- Self Employed**  
Only if chargeable to UK Income tax in respect of annual profits / gains arising or accruing from any trade, profession or vocations carried out by an individual under Chapter 2 of Part 2 of the Income Tax (Trading and Other Income) Act 2005 for the income tax year of assessment.
- Pensioner**  
Only if chargeable to UK Income tax in current tax year in respect of a pension payment(s) under Part 9 of the ITEPA 2003.
- Other**  
Please indicate which category from the following is applicable. If in receipt of taxable income not chargeable to UK tax, please tick **Other**.

<input type="checkbox"/> Caring for one or more children under the age of 16	<input type="checkbox"/> In full time education	<input type="checkbox"/> Other (please specify below:)
<input type="checkbox"/> Caring for a person aged 16 or over	<input type="checkbox"/> Unemployed	<input type="text"/>

#### 05. EMPLOYER CONTRIBUTIONS

If your employer is to pay contributions on your behalf, please complete the following:

	<b>Single Contribution*:</b>	<b>Regular Contribution*:</b>
Employer (gross):	£ <input type="text"/>	£ <input type="text"/> per annum
Employer Name	Company Registration Number and Name of Regulator (if applicable)	
Contact Number	Contact Email Address	
Business Address	Registered Office Address (if different)	

Please provide all of the following - for private or unlisted companies (including limited liability partnerships) only:

- Names of all Directors  
 Names of all individuals who own or control over 25% of its shares or voting rights  
 Names of any individuals who otherwise exercise control over the management of the Company

For unincorporated businesses and partnerships:

- Name(s) of principal(s) / partner(s) who exercise(s) control over the business or partnership  
 Name(s) of individual(s) who own or control more than 25% of the capital, profit or voting rights

## 05. EMPLOYER CONTRIBUTIONS

For firms that are subject to regulation by or licensing with regulatory bodies such as OFGEM, OFWAT, OFCOM or European Union equivalent, then evidence of this is sufficient for verification purposes.

We reserve the right to request further information in order to complete customer due diligence.

\*No contribution should be paid until we complete our due diligence and confirm our Bank Account details. Where regular contributions are to be paid, payments must be made from a Bank Account in the contributor's name by standing order. Please obtain a standing order form from your Bank, complete it and return it directly to your Bank. Please advise us of the date of your first contribution.

## 06. MONEY PURCHASE ANNUAL ALLOWANCE (MPAA)

If you are subject to the MPAA, please enter the date this first applied to you (if relevant) (DD/MM/YY)

## 07. PENSION TRANSFER(S)

Please list the pension(s) that you wish to transfer. A separate copy of this Section should be completed for each pension transfer.

Current Pension Provider	Approximate Transfer Value £
Current Pension Scheme Name & Plan Number	
Scheme Administrator Correspondence Address	Contact Number / Email Address
Type of Pension Scheme <input type="checkbox"/> Defined Benefit <input type="checkbox"/> Defined Contribution <input type="checkbox"/> Personal Pension <input type="checkbox"/> Other:	
Does this transfer represent the full value of the current plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	Guarantee date of transfer (if applicable)
Is the transferring scheme subject to any existing or proposed trustee in bankruptcy orders, or earmarking or pension sharing orders, or other receiving orders. <input type="checkbox"/> Yes <input type="checkbox"/> No	
Are the funds being transferred <input type="checkbox"/> Already entirely in drawdown <input type="checkbox"/> Already partially in drawdown <input type="checkbox"/> Not in drawdown	
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 Please provide a current valuation (no older than one month) including details of the investment holdings, in order for us to confirm that they can be held in the Momentum International SIPP.	

Where the benefits in the current provider's Scheme are Defined Benefits ('Safeguarded Benefits'), please confirm:

Have you received advice from a UK regulated Adviser in relation to the transfer? <input type="checkbox"/> Yes <input type="checkbox"/> No
Were you advised against proceeding with the transfer, but wish to proceed regardless? <input type="checkbox"/> Yes <input type="checkbox"/> No

Where the value of any Safeguarded Benefits you are transferring to your Momentum SIPP is valued over £30,000.00, you **must** have received advice from, or had that advice checked by, a Pension Transfer Specialist.

Please provide the following details in respect of the Pension Transfer Specialist Firm:

### Adviser Details

Company Name	Adviser Name	FCA Reference Number
Registered Address		

## 07. PENSION TRANSFER(S) (continued)

### Drawdown Details

I am transferring a fully uncrystallised arrangement	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I am transferring a capped drawdown arrangement which I want to convert to flexi-access drawdown upon receipt	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I am transferring a capped drawdown arrangement and I want it to remain in capped drawdown	<input type="checkbox"/> Yes	<input type="checkbox"/> No
The arrangement being transferred is already in flexi-access drawdown	<input type="checkbox"/> Yes	<input type="checkbox"/> No

### Transfer Declaration

I authorise and instruct you to transfer sums and assets from the plan(s) as listed in this section directly to Momentum Pensions Limited and to provide any instructions and/or discharge forms required by any relevant third party to do so. Where you have asked me to give you any original policy document(s) in return for the transfer of sums and assets and I am unable to do so, I promise that I will be responsible for any losses, expenses, additional tax charges or any penalties which Momentum Pensions Limited or the current provider may incur as a result, and which a reasonable person would consider to be the probable result, of any untrue, misleading or inaccurate information deliberately or carelessly given by me, or on my behalf, either in this form or with respect to benefits from the plan.

I confirm that the information and supporting documentation that I have provided to permit the transfer of benefits into my SIPP established with Momentum Pensions Limited is to the best of my knowledge and belief correct and complete.

I promise to accept responsibility in respect of any claims, losses and expenses that Momentum Pensions Limited and the current provider(s) may incur as a result of any incorrect information provided by me in this Application or of any failure on my part to comply with any aspect of this Application.

I authorise you to release all necessary information to Momentum Pensions Limited to enable the transfer of sums and assets to Momentum Pensions Limited. I further authorise you to obtain from and release to any Financial Intermediary named in this Application any additional information that may be required to enable the transfer of sums and assets. I agree that a copy of this authority should have the validity of the original.

I confirm that where any benefits being transferred are from a Defined Benefits scheme, I have read and understood the Momentum International SIPP Key Features document, in particular the Benefits section, which detail the different types of benefits available to me under the Momentum International SIPP.

If an employer is paying contributions to any of the plans as listed in Section 5, I authorise you to obtain and release to each other any relevant information in connection with the transfer of funds from the relevant plan(s).

Until this Application is accepted and complete, Momentum Pensions Limited's responsibility is limited to the return of the total payment(s) to the current provider(s).

Where the payment(s) made to Momentum Pensions Limited represent(s) all of the sums and assets under the plan(s) detailed above, then payment made as instructed will mean that I shall no longer be entitled to receive pension or other benefits from the plan(s) detailed in this section.

Where the payment(s) made to Momentum Pensions Limited represent(s) part of the sums and assets under the plan(s) detailed above, then payment made as instructed will mean that I shall no longer be entitled to receive pension or other benefits from that part of the plan(s) represented by the payment(s).

I further understand that any transferred capped drawdown arrangement(s) will be subject to the same maximum income limits and review periods as under the current provider until such a time that a further review of these limits is triggered or I convert to flexi-access drawdown either by request or by drawing an amount greater than the maximum income.

I also confirm that I have not been recommended to transfer by, or received any advice in relation to the transfer from, a representative of Momentum Pensions Limited.

Applicant's Signature	Date
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**NOTE:** This declaration applies to all plan(s) detailed in this section that you wish to transfer to Momentum Pensions Limited.

## 08. FINANCIAL ADVISER DETAILS

Company Name

Adviser's Name

Regulator

License Number

Adviser Email Address

Telephone Number

Additional Email Address (if required)

Registered Address

Town / City

Postcode

Country

## 09. FINANCIAL ADVISER DECLARATION

We confirm that:

- We have provided appropriate advice regarding the suitability of the SIPP, the Applicant's proposed transfers to the SIPP and where appropriate the Applicant's retirement benefit options. All fees and Adviser remuneration has been disclosed to the Applicant.
- Unless an Investment Adviser has been appointed, we have provided the Applicant with advice regarding the proposed underlying investment(s), and all fees and remuneration related to Investments have been disclosed to the Applicant.
- We are suitably qualified and authorised to provide this advice and confirm the advice given to the Applicant will meet the regulatory requirements of the jurisdiction in which the advice is being provided.
- We have provided the Applicant with all relevant literature in the latest available version, including the Terms of Business Agreement, the Key Features Document, Schedule of Fees and Investment Guidelines.
- Where a transfer is from a Scheme with any form of guarantee, safeguarded benefits or defined benefits, and where we have undertaken the appropriate transfer analysis, the Applicant has been advised of any benefits that may be lost as part of the proposed transfer to the SIPP.
- We confirm that the Applicant has been made aware of their statutory cancellation rights.
- I confirm that I have the necessary authorisation to sign this declaration on behalf of the financial advisory firm.

Adviser's Name

Adviser's Signature

Date

## 10. INVESTMENT ADVISER DETAILS

This Section should only be completed where you wish to appoint a separate Investment Adviser to advise on your investments.

Please do not complete if your Financial Adviser is advising you on your investments.

By completing this Section, please note that the declaration to be completed below by the Investment Adviser supersedes the declaration completed by the Financial Adviser with regards to Investments, and the associated investment fees and adviser remuneration.

Company Name	Adviser's Name	
Regulator	License Number	
Adviser Email Address	Telephone Number	
Registered Address	Town / City	Postcode
	Country	
Would you like the Trustee to consider providing discretionary control to your Investment Adviser? <input type="checkbox"/> Yes <input type="checkbox"/> No		

## 11. INVESTMENT ADVISER DECLARATION

We confirm that:

- We have provided appropriate advice regarding the proposed underlying investment(s).
- We are suitably qualified and authorised to provide this advice and meeting the licensing and regulatory requirements of the jurisdiction in which the advice is being provided.
- All fees and Investment Adviser remuneration has been disclosed to the Applicant, including charges for the underlying investment.
- I confirm that I have the necessary authorisation to sign this declaration on behalf of the professional advisory firm.

Adviser's Name	Adviser's Signature
Date	



## 12. 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 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 Financial/Investment Adviser (as appropriate) 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 Trustees Limited and Momentum Pensions Limited are the Professional Trustees and Administrators who ensure your retirement fund is managed within relevant legislation. We do not however, provide investment, tax or legal advice in relation to your fund. Please consult your relevant adviser for advice in these areas.

## 13. NOMINATION OF BENEFICIARIES

Please do not complete this section if a Retirement Options Form requesting the payment of immediate benefits is also completed. Continue on a separate sheet if required. Percentage allocations should total 100%.

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

Full name	Relationship	%
Address		Contact number / email address
Full name	Relationship	%
Address		Contact number / email address
Full name	Relationship	%
Address		Contact number / email address

**Note:** This nomination of beneficiaries is not binding on the Trustee or Scheme Administrator and can be withdrawn or changed at any time. It is possible for the Trustee to consider making a payment to a charity.

## 14. YOUR RIGHT TO CHANGE YOUR MIND

### You have the right to change your mind about the Application

You have the legal right to cancel your Application within 30 days. The 30 day cancellation period starts once we acknowledge the acceptance of your Application by email or to the address that you have provided, and while this right of cancellation is available we will not be able to invest any funds received in the SIPP.

You have the right to waive the cancellation period in order for Momentum to invest your funds on receipt of transfer(s) or contribution(s). Where you elect to exercise this right, your Momentum International SIPP will be deemed to be established and you will lose the right to cancel the Application.

I wish to waive my rights to a statutory 30 day cancellation period in respect of my Application and understand that I will not be able to cancel my SIPP within this period

### You have the right to change your mind for transfers

Momentum will notify you once we have received your signed discharge forms for your transfer(s) or your transfer request where the transfer will be processed using the Origo Options Transfer Service. You will have 30 days from the date we acknowledge the acceptance of your Application to cancel the proposed transfer(s) into your Momentum International SIPP.

Your right to cancel your transfer(s) to the Momentum International SIPP is separate from your right to cancel the establishment of your Momentum International SIPP. With your SIPP establishment you are able to waive your cancellation rights however you are NOT able to fully waive your cancellation rights for transfers.

Upon receipt of the transferred pension funds and where you have elected to waive your right to change your mind about the Application, Momentum will invest these according to your investment instructions when received.

### Shortfall provisions that apply to cancellations

If you exercise your right to cancel your Application or a transfer into it, you should be aware that you might not get back the sum you originally invested. The amount you receive is the actual realisation value of the investment upon encashment less any applicable charges or fees which may include adviser fees. In addition, the original Pension Scheme is not obliged to accept the return of funds. In this instance it is your responsibility to provide us with details of a Registered Pension Scheme that will accept the returned funds.

Please note that if you instruct Momentum to invest transferred funds into illiquid assets within the 30-day cancellation period then we may not be able to return these funds without significant losses.

## 15. THE MOMENTUM INTERNATIONAL SIPP

### Terms of Business Agreement

This Terms of Business Agreement is made between Momentum Pensions Limited and you (the "Applicant") and sets out the Terms of Business and services which Momentum will provide to you as a Member of the Momentum International SIPP (the "Scheme"). Unless you have indicated otherwise, it is Momentum's policy to treat all Members as retail clients.

1. This Terms of Business Agreement forms part of the Application and should be read in conjunction with the Trust Deed and Rules of the Scheme, Key Features Document, Fee Schedule and Investment Guidelines. Should any conflict arise the Trust Deed and Rules takes precedence over this Terms of Business Agreement. A copy of the Trust Deed and Rules of the Scheme is available on request.
2. You and/or your employer(s) (if applicable) may make, subject to Her Majesty's Revenue and Customs (HMRC) limits, contributions to your Fund at any time. You may also arrange for a transfer of pension benefits from another Registered Pension Scheme to the Scheme. All monies in relation to you received by the Scheme will be applied to your Fund, which is designated for your benefit alone.

## 15. THE MOMENTUM INTERNATIONAL SIPP (continued)

3. There is a wide choice of investments available from which you can choose. The list of permissible investments is detailed in the Scheme investment guidelines, and include the following:
- Cash, cash funds and deposits;
  - UK quoted stocks, shares, gilts and debentures;
  - Securities quoted on the London Stock Exchange or the Alternative Investment Market (AIM);
  - Securities traded on a regulated venue;
  - Managed pension funds;
  - UK unit trusts, investment trusts and OEICs, and other non UK collective investments schemes recognised by the FCA;
  - Shares in and investment trusts; and
  - Government and local authority bonds and other fixed interest stocks.

These are however subject to certain restrictions that may be necessary to protect your pension from the risk of HMRC penalties on unauthorised investments.

### Instructions

4. Momentum Pensions Limited (the "Scheme Administrator") may accept e-mail or facsimile instructions but reserves the right to refuse to act if your (i.e. the Member's) Acceptance of any proposed investment is not evident.

### Bank Accounts and Investments

5. All monies relating to your Fund will be banked in the Scheme account(s) with the Bank of Scotland PLC or such other bank as Momentum Pensions Limited, at its discretion, shall determine (the "Bank"). Momentum Pensions Trustees Limited (the "Trustee") will be the authorised signatory on these accounts. Monies held with the Bank will be in an account that attracts no interest. Charges at standard rates may be applied by the Bank. Your funds within the Bank will be segregated and form part of your Member's Fund.
6. The Scheme Administrator will not act as manager to your Fund or accept any liability for the performance or choice of investments selected by your Adviser or Investment Manager. The Scheme Administrator will be responsible for ensuring that any particular investment complies with HMRC Rules. The Scheme Administrator may need to sell an asset(s) of your Fund if the continued holding of the investment jeopardises the registered status of the Scheme. The Scheme Administrator may also need to sell an asset(s) of your Fund to meet any Scheme expenses such as SIPP charges, taxes, expenses, and other professional fees.
7. You may choose the investments of your Fund yourself or appoint a Financial/Investment Adviser or Investment Manager to assist you, or any combination of these.
8. Momentum Pensions Limited will act as principal when investing monies for your Fund following receipt of your instructions or those of your appointed Investment Manager.
9. Where the Investment Manager is appointed on a Discretionary Basis, it is not uncommon for the Investment Manager to request that their own nominee and custodian are used. They will therefore accept responsibility for the registration and safe custody of investments on their usual terms. At its discretion the Scheme Administrator will make the relevant arrangements regarding the designation of bank and nominee accounts, but does not accept liability for any loss by the Investment Manager, his nominee/custodian or bankers. The fees or charges of the Investment Manager will be payable from your Fund unless agreed otherwise.

### Safe Custody

10. All investments will be registered in the name of the Trustee of your Scheme. Unless you instruct our staff in writing to the contrary we will forward to you any contract notes and documents showing ownership of the investments as soon as practicable after we receive them.
11. The Scheme Administrator will generally exercise voting rights in respect of any investment in accordance with any instruction you may have given, including non-voting rights. However, the Scheme Administrator is under no obligation to vote in accordance with your wishes. Where custodians are appointed the arrangements will be notified to you by the custodian or Investment Manager.

## 15. THE MOMENTUM INTERNATIONAL SIPP (continued)

12. Should you wish to register a complaint in relation to the services provided by Momentum Pensions Limited, then it must be made in writing and addressed to the Compliance Officer, Momentum Pensions Limited at Stafford Court, 145 Washway Road, Sale, Cheshire M33 7PE. If, after we have reviewed your complaint, you remain dissatisfied, you have the right to refer your complaint to the Financial Ombudsman Service or the Pensions Advisory Service. Copies of Momentum's Complaints Procedures are available on request.

### Cancellation Rights

13. Your cancellation rights are described in Section 14 of this Application Form: Your Right to Change Your Mind.

### Variation and Termination

14. This Terms of Business Agreement shall remain in force until your membership has terminated or any relevant parties draft a different new agreement, whichever shall first occur. Momentum shall be entitled by giving the Member at least 30 days written notice to amend, alter, vary, add or substitute this Terms of Business Agreement.
15. Either party has the right to terminate this Terms of Business Agreement upon written notice to the other. Termination will be without prejudice to the completion of transactions already initiated and fees already due and subsequently incurred where appropriate. On termination, the Scheme Administrator shall have the right to realise all the investments of the Fund and to place all monies realised in the designated Bank Account and make levy fees and charges at then current rates until transfer to another Registered Pension Scheme.

### Confidentiality

16. The Scheme Administrator undertakes not to disclose at any time information coming into its possession during the continuance of this Terms of Business Agreement except where expressly authorised to do so or where required by law. For the purposes of this clause, the Scheme Administrator may include Momentum Pensions Malta Limited.

### Unsolicited Calls

18. The Scheme Administrator reserves the right to telephone you to discuss any administrative aspects of this Terms of Business Agreement without having been expressly invited by you to do so.

### Services Provided and Fees Payable

19. The Scheme Administrator shall be entitled to make the charges and fees set out in the Fee Schedule.
20. All fees are quoted exclusive of VAT. Under current legislation VAT will be levied where applicable on all fees at the rate applicable at the time the services are provided.
21. As Applicant you hereby agree to the Fee Schedule attached in respect of both the Set-up Fee and Annual Trust Fee. The Set-up Fee and Annual Trust Fee payable in advance. The Annual Trust Fee thereafter is payable on subsequent anniversaries of your date of being accepted into the Momentum International SIPP. Supplementary Fees are due on completion of each transaction and are invoiced immediately or on the subsequent anniversary following the initial transaction. Interest is payable at 1% per month on overdue balances after 30 days. Fees and interest are automatically payable from the Fund on the appropriate date unless an alternative settlement is agreed. Fees are payable first from the Fund investments as determined by the Scheme Administrator.
22. Fees may be increased annually by the Scheme Administrator subject to 30 days notice in writing unless the increase represents a percentage not materially exceeding the percentage increase in the Monthly Index of Average Earnings All Employees GB All Industries and Services Covered ("the Average Weekly Earnings Index" or "the AWE") since the date of this Terms of Business Agreement. If for any reason the AWE ceases to be published so that it is not possible to determine such increase on a comparable basis, then the Scheme Administrator may substitute a comparable index.
23. Investment transaction fees relate to the auditing and recording of bargains by the Scheme Administrator and do not include stockbroker commission and nominee costs which, where applicable, are payable in addition.

## 15. THE MOMENTUM INTERNATIONAL SIPP (continued)

24. All expenses, charges and outgoings whether in respect of the investments contained in your Fund (including the costs of purchase, sale, management, maintenance and valuation of freehold and leasehold properties (if any) and other investments taxes and penalties or other expenses however incurred shall be charged to your Fund unless an alternative settlement is agreed. The Scheme Administrator may need to sell an asset(s) of your Fund to meet any Scheme charges and other expenses outstanding.
25. Notwithstanding these provisions the Scheme Administrator may, in addition, at any time, and after giving you 30 days written notice, increase or amend all or any of the fees or charges in such manner as the Scheme Administrator may determine.
26. The Set-up fee and Annual Trust Fee cover the basic provision of a standard Trustee service. This includes the following:
- Documentation to establish your Scheme.
  - Record keeping, including your personal details, transaction reconciliation and annual statements.
  - Keeping contribution records and, where applicable issuing a pension savings statement.
  - Provision of banking facilities.

### Additional Services

27. Supplementary Fees may apply for the following additional services and, if they are not specified on the Fee Schedule, will be charged on a time-cost basis at the prevailing charge-out rate, as detailed in the Fee Schedule. The time-cost basis will be relevant to the expertise and seniority of the Scheme Administrator's personnel involved. Additional services include but are not limited to:
- Setting up and payment of benefits
  - HMRC ad hoc reporting
  - Technical support
  - Provision of information to third parties (e.g. divorce proceedings)
  - Complex investments
- Charges may also be incurred for any other expenses, including legal expenses, disbursements, taxes and any other costs in connection with your Scheme.

## 16. DATA PROTECTION POLICY AND PRIVACY NOTICE

### WHO IS RESPONSIBLE FOR YOUR DATA?

Momentum Pensions Limited ("Momentum" / "we" / "us", "our") is registered with the Information Commissioner's Office. Whilst Momentum Pensions Limited is responsible for controlling and processing personal information collected in relation to our UK Schemes, administration of the International SIPP Pension is processed by Momentum Pensions Malta Limited governed by an intra group outsourcing agreement. Momentum Pensions Malta Limited is registered with the Maltese Data Protection Commissioner.

The term "personal data" refers to information that relates to you and allows us to identify you, either directly or in a combination with other information that we may hold. The below sets out the way Momentum collects, stores and otherwise uses your personal data and the reasons for doing that.

## 16. DATA PROTECTION POLICY AND PRIVACY NOTICE (continued)

### TYPES OF PERSONAL DATA WE COLLECT

Momentum collects personal data from you at various points during your membership to one of our Schemes, including when applying to become a Member, or using our website. We may collect and process the following categories of information about you (please note this list is not exhaustive):

Category of Personal Information	Description
Personal identifiers	Title, name, surname, gender, date of birth
Contact	Permanent residential address, correspondence address, home/mobile/work phone number and E-mail address
Social demographic	Nationality, country of birth, city of birth, country of issue of identity card/ passport, Politically Exposed Person ("PEP") classification, Tax Residency, nationality, and earnings
Documentary data	Details about you stored on documents in different formats, or copies of them. This may include documents such as passport, drivers licence, birth certificate or bank statements
Social relationships	Marital status and nominated beneficiaries
Financial data	Bank accounts, IBAN numbers and SWIFT/BIC codes
National identifier	A number or code given to you by a government to identify who you are, such as a national insurance number, passport number or Tax Identification Number
Behavioural	Risk profile, other pension arrangements (which may be intended to be transferred to our Scheme), intended retirement age, nominated beneficiaries linked to death benefits
Consent	Explicit permission for Momentum to collect and process personal data about you, allowing Momentum to make use of that data in the manner detailed in this policy

You may also provide further information (either on request or voluntarily) by email, post, in face-to-face meetings or by phone. Finally, your appointed financial adviser may also pass on information to us which you have provided to them and which relates to the administration of our services.

### HOW MOMENTUM COLLECT YOUR PERSONAL DATA

We collect information from our applicants and members predominantly through our application form but also through any subsequent interactions with you.

We use different methods to collect data from and about you, including through:

- **Direct interactions.** You may give us your identity, contact and financial data by filling in forms or by corresponding with us by post, phone, email, online, and face to face meetings or otherwise. This includes personal data you provide when you:
  - apply for our products or services;
  - subscribe to our services;
  - request marketing to be sent to you; or
  - give us some feedback.
- **Automated technologies or interactions.** As you interact with our website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies and other similar technologies. Please see our cookie policy on our website <https://www.momentumpensions.com/privacy-cookie-policy/> for further details.
- **Third party sources.** We may receive personal data about you from various third parties as set out below:
  - Contact and financial data from providers of technical, payment and delivery services; and
  - Identity and contact data from your financial adviser.

The above lists under each method are not exhaustive.

### WHY AND HOW MOMENTUM USES YOUR PERSONAL DATA

Momentum uses your personal data for the following purposes:

- 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 financial adviser, fulfilling our obligations to you, responding to any request made by you and/or your financial 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 financial 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 but not limited to obligations relating to prevention of money laundering and funding of terrorism, fraud and crime prevention. This includes performing screening checks at application stage and on a periodic basis thereafter.

Momentum does not use systems to make automated decisions based on personal data collected.

### HOW LONG MOMENTUM RETAINS YOUR PERSONAL DATA

Momentum will keep your personal data during your Scheme membership, and potentially up to 10 years once your membership has ceased, for the following reasons:

- To respond to any questions or complaints
- To demonstrate that you are, or have been, treated fairly
- To satisfy our record keeping obligations in accordance with the applicable legislation and regulations

Momentum may be required to keep your personal data for longer than 10 years if it cannot be deleted for legal, regulatory or technical reasons. Momentum may also keep your personal data for research or statistical purposes. In these circumstances, appropriate measures will be established to ensure your privacy is protected, and the personal data is only used for the purposes intended.

### SHARING YOUR PERSONAL DATA

Momentum might share your personal data with third parties, 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 personal data may be shared by Momentum as follows:

- We will share your personal data with your financial adviser, ceding/receiving Schemes, investment companies 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 ceding/receiving Schemes asks for details, Momentum will provide them with such information as detailed in the application form, identification documents and/or transfer forms.
- We will share your personal data amongst Momentum's group companies (including companies which partially own, or are owned by, Momentum and/or which share the Momentum brand, including; Momentum Pensions Limited (UK Registration Number 03683070), Momentum Pensions Limited (Isle of Man Registration Number 122471C), Momentum Pensions Malta Limited (Malta Registration Number C52627) and Momentum Pensions (Gibraltar) Limited (Gibraltar Registration Number 109892) (the "Momentum Group"), as they will be involved in connection with the purposes identified above.
- We will share your personal data with the Momentum Group's regulators including, for example, HM Revenue & Customs (and/or other relevant tax authorities) and the Malta Financial Services Authority (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 personal data 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.
- 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 personal data will, in most instances, be part of the assets transferred.
- Momentum Pensions Limited and Momentum Pensions Malta Limited work with third parties in Malta and in the United Kingdom which provide physical storage space for records and other documents. Certain personal data about you may be included within those records and documents. Storage of electronic information will be on Momentum Group servers which are located within the territories which Momentum operates.
- Certain analytics and search engine providers may collect your personal data that assist us in the improvement and optimisation of our website.
- We will not seek to share your personal data 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 interest for us to do so.

### SHARING YOUR PERSONAL DATA INTERNATIONALLY (OUTSIDE OF THE EUROPEAN UNION "EU" AND EUROPEAN ECONOMIC AREA "EEA")

As set out above, we will share your information amongst the Momentum Group and with third parties (including investment providers/ companies and your financial adviser). As such, this will involve transferring your personal data internationally, including transfers outside the EU or EEA.

Momentum will take 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 financial advisers.

Momentum will only share your personal data outside of the EU or EEA where the European Commission has decided that the third country where your data will be shared provides an adequate level of protection. However, in instances where the third country is not considered to have adequate levels of protection, Momentum will transfer your personal data only after taking the appropriate safeguards and ensuring that you are able to resort to legal remedies if necessary.

### SECURITY OF YOUR PERSONAL DATA

Momentum have in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed.

There are inherent risks involved when transmitting personal data by post, email and phone or through our website, however Momentum does everything possible to limit these risks by adopting the appropriate technical and organisational measures in order to protect and secure your personal data against unauthorised or unlawful processing and against accidental losses, destruction and/or damage.

Employees of Momentum will be sufficiently trained to ensure that your personal data is always processed with due care in accordance with this regulation. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

As described above, where we disclose your personal data to third parties, we will require that the third party has appropriate technical and organisational measures in place. However, in some instances where we are compelled by law to disclose your personal data, we may have limited control over how it is being protected by that party.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

### COOKIES OR OTHER TRACKING TECHNOLOGIES

Momentum online systems and any third party services Momentum may use such as Google Analytics or others may store cookies on your machines. The cookies may collect information such as but not limited to your machine's IP address, location from where you access our online systems, number of times you access our systems, and browser you use.

We use cookies in order to improve the online user experience, to provide you with more relevant content and to analyse how you use Momentum's website.

For further information, please refer to the Cookie Policy available on Momentum's website:

<https://www.momentumpensions.com/privacy-cookie-policy>

### YOUR LEGAL RIGHTS

#### Lawful processing

In addition to our Data Protection and Privacy Notification Statement, your privacy is protected by law.

Momentum are legally only allowed to collect and process personal data where there exists a proper reason to do so. The law says Momentum must have one or more of these reasons:

- You have provided your consent for Momentum to do so;
- It is necessary for the performance and servicing of your Scheme;
- There is a legal obligation;
- In order to protect your vital interests or of another individual;
- It is necessary for the performance of a task carried out in public interest or in the exercise of official authority vested in Momentum; and
- It is in Momentum's legitimate interest.



## 16. DATA PROTECTION POLICY AND PRIVACY NOTICE (continued)

Below is a list of ways in which we may use your personal data, which of the reasons we rely on to do so, and what our legitimate interests are (this is not an exhaustive list):

WHY WE USE YOUR INFORMATION	OUR REASONS	OUR LEGITIMATE INTEREST
<ul style="list-style-type: none"> <li>To manage our relationship with you.</li> <li>To develop new ways to meet our members' needs and grow our business.</li> <li>To provide guidance about our products and services.</li> </ul>	<ul style="list-style-type: none"> <li>Your explicit consent</li> <li>Fulfilling contractual obligations</li> <li>Our legitimate interests</li> <li>Our legal duty</li> </ul>	<ul style="list-style-type: none"> <li>Keeping our records about you up to date.</li> <li>Seeking your consent when we need it to contact you.</li> <li>Being efficient about how we fulfil our legal and contractual duties.</li> </ul>
<ul style="list-style-type: none"> <li>To deliver our products and services.</li> <li>To make and manage customer payments.</li> <li>To collect and recover money owed to us.</li> </ul>	<ul style="list-style-type: none"> <li>Fulfilling contractual obligations</li> <li>Our legitimate interest</li> <li>Our legal duty</li> </ul>	<ul style="list-style-type: none"> <li>To develop products and services and what we charge for them.</li> <li>Being efficient about how we fulfil our legal and contractual duties.</li> </ul>
<ul style="list-style-type: none"> <li>To detect, investigate, report and seek to prevent financial crime.</li> <li>To manage risk for us and our customers.</li> <li>To comply with laws and regulations applicable to us.</li> <li>To respond to complaints and seek to resolve them.</li> </ul>	<ul style="list-style-type: none"> <li>Fulfilling contractual obligations</li> <li>Our legitimate interest</li> <li>Our legal duty</li> </ul>	<ul style="list-style-type: none"> <li>To develop and improve how we deal with financial crime, as well as carrying out our legal duties.</li> <li>Comply with regulations applicable to us.</li> <li>Being efficient about how we fulfil our legal and contractual duties.</li> </ul>
<ul style="list-style-type: none"> <li>To run our business in an efficient manner by managing our business capability, planning, governance, communications and audit.</li> </ul>	<ul style="list-style-type: none"> <li>Our legitimate interest</li> <li>Our legal duty</li> </ul>	<ul style="list-style-type: none"> <li>Comply with regulations applicable to us.</li> <li>Being efficient about how we fulfil our legal and contractual duties.</li> </ul>

Momentum does not intentionally collect personal data that could reveal your racial or ethnic origin, physical or mental health, religious beliefs or alleged commission or conviction of criminal offences. Such information is considered "sensitive personal data". Momentum will only collect this information where one of the above reasons are satisfied. We cannot prevent you or your financial 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 above.

### Right to access your personal data

You also have the right to request access to the personal data that we hold about you. Should you wish to request a copy of your personal data, or have any questions in relation to your personal data, please contact Momentum.

Requests for access to your personal data will be processed free of charge. However, if we deem that requests for access are being made in a frequent, excessive and repetitive manner or on unfounded basis, Momentum reserves the right to charge a reasonable fee to meet our administrative costs.

### Right to stop Momentum from using your personal data

You have the right to object to Momentum using your personal data, or ask Momentum to delete, remove or stop using your personal data.

You also have the right to restrict Momentum from using your data. This means that your personal data can only be used for certain things such as legal claims or in order to exercise legal rights. During such instances, Momentum will not use or share your personal data in other ways.

You may ask Momentum to restrict processing your personal data if it is not accurate; if it has been unlawfully used but you don't want Momentum to delete it; if it is not relevant anymore but you want Momentum to keep it for use in legal claims; or you have already asked Momentum to stop using your data but you're waiting for confirmation as to whether Momentum are allowed to use it.

Momentum may need to keep or continue to use your data to comply with any regulatory reporting requirements or similar requirements.

## 16. DATA PROTECTION POLICY AND PRIVACY NOTICE (continued)

### Right to withdraw your consent

You have the right to withdraw your consent. Please contact Momentum if you wish to do so.

Where consent is the only lawful basis upon which your personal data can be processed, withdrawing your consent may mean Momentum cannot provide you with a full service. If this is the case, Momentum will clarify this to you.

### Right to rectify inaccurate personal data

You have the right to question any personal data we have about you that you think is wrong or incomplete. Should you do so, Momentum will take reasonable steps to check the accuracy of all information held and correct it where necessary.

### Right to complain

Please let us know if you are unhappy with how we have used your personal data. Contact details for all complaints can be found on our Complaints policy, available from our website: <https://www.momentumpensions.com/media/1256/uk-complaints-leaflet.pdf>

You also have the right to complain to the Information commissioner's Office. Please refer to their website for details of how to report a concern: <https://ico.org.uk/>

### What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

### Time limit to respond

We try to respond to all legitimate requests within [1] one month. Occasionally it may take us longer than this if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

### UPDATES TO THIS POLICY

We will occasionally update this Policy to reflect changes in the applicable Regulation, and/or relevant legislation as well as both company and customer feedback. We will contact you to inform you of the same whilst the revised Policy can be found on our website. (<https://www.momentumpensions.com/>)

### DATA PROTECTION OFFICER

Momentum have appointed a Data Protection Officer, who is your main contact for any concerns you have regarding both the processing of your personal data and your rights and freedoms. Momentum's Data Protection Officer is:

#### Richard Swain

Momentum Pensions Limited  
Stafford Court  
145 Washway Road  
Sale, M33 7PE  
United Kingdom

Email: [r.swain@momentumpensions.com](mailto:r.swain@momentumpensions.com)

Tel: +44 161 972 2840

## 16. DATA PROTECTION POLICY AND PRIVACY NOTICE (continued)

### Data Protection Consent Declaration

Please ensure you read the following Declarations and if in agreement, kindly confirm acceptance.

- I hereby confirm that I have read and understood the Data Protection Policy and Privacy Notification and understand the way Momentum Pensions Limited ('Momentum') collects and processes my personal data.
- I hereby confirm that I understand the legal grounds for Momentum to collect and process my personal information.
- I hereby confirm that I understand my rights as a data subject in accordance with the Data Protection Policy and Privacy Notification.
- I allow Momentum to collect, process and share my information in accordance with the Data Protection Policy and Privacy Notification.
- I allow Momentum to retain my information in accordance with the Data Protection Policy and Privacy Notification.
- I allow Momentum to contact me, my appointed Financial Advisor or any other third party in connection with my pension scheme via email, phone, or post in order to fulfil their contractual and legal obligations.

Applicant's Signature

Date

## 17. MEMBER DECLARATION

Please ensure you have read the following declaration including the cancellation notice before you sign.

**I hereby apply to become a Member of the Momentum International SIPP (the 'Scheme').**

I confirm that I have been given the opportunity to read, understand, and retain a copy of the Momentum International SIPP Terms of Business, Key Features and Fee Schedule. I understand that a copy of the Trust Deed and Rules of the Scheme are available to me upon request. I understand that these documents may be amended from time to time.

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 the Scheme Administrator should my status or that of any designated beneficiary change to that effect.

In return for the services to be provided by the Scheme Administrator, in accordance with the Terms of Business Agreement, I agree to pay the charges set out in the Fee Schedule and the Adviser remuneration, as amended from time to time.

I understand that it is the responsibility of my Adviser to disclose to me all fees and Adviser remuneration earned by my Adviser in respect of my Scheme. I confirm, I have reviewed the Fee Disclosure Section 18 completed by my Adviser and all fee disclosure information provided by my chosen investment company. I understand that Momentum Pensions Limited will correspond with any Adviser (including employees of the Adviser) identified in the Financial and/or Investment Adviser Sections (where applicable) of this Application rather than me directly, unless I give written instructions to the contrary.

I declare that the information provided in this Application, and any other documents completed in connection with this Application, is to the best of my knowledge and belief, correct, complete and not misleading.

I agree and consent to Momentum Pensions Limited carrying out checks to confirm my identity, residence, and source of wealth and I have agreed to supply such further information as necessary for the purpose of these checks.

I declare that I shall keep the Scheme Administrator informed of any changes in address and contact details. Momentum Pensions Limited appreciates that details may change over time, and therefore requests any changes are notified to us as soon as possible.

## 17. MEMBER DECLARATION (continued)

I agree and consent to Momentum Pensions Limited using a pooled client account for the operation of my Scheme.

I will not require benefits for me other than in accordance with the rules of the Scheme. In the event that an unauthorised payment is made, I agree to allow the Scheme Administrator to deduct any Scheme Sanction charge, or other charge, levied by HMRC on the Scheme Administrator from the funds held under the Scheme. If there are insufficient funds held under the Scheme, I agree to pay the Scheme Administrator the amount by which the charge exceeds the value of funds held under the Scheme.

I confirm that I have received and agreed to the recommendations provided to me by my appointed Financial Adviser and Investment Adviser where applicable. I recognise the responsibilities of my Financial/Investment Adviser and/or Investment Manager and therefore agree to hold harmless and indemnify the Trustee (i.e. Momentum Pensions Trustees Limited) against any loss or liability that may arise from this appointment.

I recognise that my appointed Financial/Investment Adviser will give me advice in line with my attitude to risk and will ensure that the underlying investments recommended meet my risk profile.

### Declaration: Where Transfers are made

I confirm that I understand my Application and transfer cancellation rights.

If I exercise my right to cancel the transfer(s) it may not be possible to transfer back to the original transferring scheme. If this is the case, I agree that it is my responsibility to provide Momentum Pensions Limited with details of a Registered Pension Scheme that will accept the returned funds, within the 30-day period.

I also understand that if I exercise my right to cancel the transfer, I may not get back the sum that was originally invested and the amount I receive will be the actual realisation value of the investment upon encashment less any applicable charges.

### Declaration: Where Member contributions are to be paid

If contributions are to be paid, I declare that:-

- a) I am under age 75 and am a relevant UK individual (see Note 1);
- b) The total of the Member contributions paid to this Scheme and to other Registered Pension Schemes, on which I am entitled to tax relief, under section 188 Finance Act 2004, will not exceed, in any tax year the higher of:
  - i) The basic amount (£3,600 gross for the current tax year); or
  - ii) 100% of my relevant UK earnings (see Note 2) in that tax year;
- c) The declaration in b) is correct, to the best of my knowledge and belief.
- d) I will give notice to the Scheme Administrator if an event occurs, as a result of which I will no longer be entitled to relief on Member contributions, under section 188 Finance Act 2004. I will give this notice by the later of:
  - i) 5th April in the year of assessment in which the event occurs; and
  - ii) The date which is 30 days after the occurrence of that event.

### Notes to the Declaration

1. An individual is a relevant UK individual for a tax year if they:
  - 1.1 have relevant UK earnings (see Note 2) chargeable to income tax for that tax year; or
  - 1.2 are resident in the UK at some time during that tax year; or
  - 1.3 were resident in the UK at some time during the five tax years immediately before the tax year in question and they were also resident in the UK when they joined the pension scheme; or
  - 1.4 have for that tax year general earnings from overseas Crown employment subject to UK tax (as defined by section 28 of Chapter 5 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 (ITEPA)); or
  - 1.5 are the spouse or civil partner of an individual who has for the tax year general earnings from overseas Crown employment subject to UK tax (as defined by section 28 of ITEPA).

For individuals within 1.1, 1.2 and 1.3 above, who do not have relevant UK earnings, the maximum Member contribution is the basic amount (£3,600 gross for the current tax year).

## 17. MEMBER DECLARATION (continued)

2. Relevant UK earnings are:
  - 2.1 employment income such as salary, wages, bonus, overtime, commission chargeable to tax under section 7 (2) Income Tax (Earnings and Pensions) Act 2003 (ITEPA); or
  - 2.2 Income derived from the carrying on or exercise of a trade profession or vocation (whether individually or as a partner acting personally in a partnership) chargeable under Part 2 Income Tax (Trading & Other Income) Act 2005; or
  - 2.3 Income arising from patent rights and treated as earned income under section 529 Income and Corporation Taxes Act 1988 (ICTA 1988); or
  - 2.4 General earnings from an overseas Crown employment which are subject to tax in accordance with section 28 of ITEPA.

Where relevant UK earnings are not taxable in the United Kingdom due to a double taxation agreement (section 788 of ICTA 1988), those earnings are not regarded as chargeable to UK Income Tax and so will not count towards the annual limit for tax relief.

3. The standard Annual Allowance is £40,000 for the current tax year; this is the maximum gross contribution on which tax relief can be reclaimed. If income is taken under flexi-access drawdown the Money Purchase Annual Allowance, which is £4,000 for the current tax year, will apply. If you have income (including pension contributions) in excess of £150,000, a Tapered Annual Allowance will apply reducing the annual allowance by £1 for every £2 income you have in excess of the £150,000, subject to a maximum reduction of £30,000 in the current tax year.

Please sign and date the application and return with the relevant supporting documentation to **Momentum Pensions Limited c/o Momentum Pensions Malta Limited, Ground Floor, Crown Marina, Ta' Xbiex Seafront, Ta' Xbiex, XBX 1027, Malta.**

Applicant's Signature

Date

## 18. FEE DISCLOSURE (to be completed by the Financial Adviser in conjunction with the Member)

### 1. Adviser Fees

This section should only detail fees which have been agreed with you, payable to the Adviser in respect of their services to you. This should not include Momentum International SIPP Fees.

Initial Adviser set-up fee	Ongoing Adviser fee* p.a.
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\*this relates to Adviser fees deducted directly from the underlying investment and paid to the Adviser by the investment provider.

### 2. Investment Platform Fees

This section should only detail Fees payable to the selected Investment Provider for their investment services.

Investment Provider Set Up Fee	% for	Years	OR £	One-off
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Ongoing Investment Provider Fees:	% p.a.	Investment Provider Administration Fees £	p.a.
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### Other Investment Service Fees

DFM fees	%	Other fees
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Please note the above fees may not account for all fees payable to the investment provider, including but not limited to transaction fees for services such as dealing costs, custodian fees, etc. Before proceeding with this application, please ensure you review all fees payable to the investment provider, as set out in the investment provider documentation and/or available from your adviser.

### 3. Underlying Investment Fees

This Section should only detail fees payable on the underlying investments where known at point of application. For each proposed investment please list the name, asset allocation in the particular investment and the TER applicable. **Please ensure the total amount matches the expected transfer value or contribution.**

Cash	%	Pending further investment instruction <input type="checkbox"/> Yes <input type="checkbox"/> No	
Asset/ISIN to be invested in	£	Initial fees	Annual fees (TER or equivalent) % p.a.
Asset/ISIN to be invested in	£	Initial fees	Annual fees (TER or equivalent) % p.a.
Asset/ISIN to be invested in	£	Initial fees	Annual fees (TER or equivalent) % p.a.
Other fees			

Where there are additional assets, please continue to provide details in Section 3 above on a separate sheet.

The charges payable on your underlying investment(s) will depend upon the actual investments held by your SIPP and will vary over time as your investments change. Details of these fees can be seen on information provided by the investment managers which should be reviewed before investing.

**19. VERIFICATION OF CLIENT IDENTITY AND ADDRESS (to be completed by the Financial Adviser)**

Identity has to be verified by provision of **AT LEAST TWO ITEMS (2)**. One item is required from each of the two sections detailed below. The SIPP cannot be established until the verification is complete.

**Section A: Certified copy of any of the below documents:**

- Valid, unexpired UK or EU passport
- Valid, unexpired UK or EU driving license containing a photograph
- National Health ID Card
- HM Forces ID Card

**Section B: Original or certified copy of any of the below documents, which must be dated less than 3 months:**

- Utility Bill
- Council Tax Demand / Statement
- NHS Medical Card
- Bank Statement
- Mortgage Statement