



## TRANSITION FORM

# Aviva Retail Master Trust Transition Form



### to Aviva Life & Pensions Ireland DAC (“Aviva”)

This is an application for inclusion of the Employer detailed below as a participant in the Aviva Retail Master Trust.

## 1. Checklist of documents to be submitted with this fully completed Transition Form

A fully completed Transition Form to include completion of all declarations

A fully completed Participation Agreement

## 2. For Office Use Only

**WARNING:** Do not complete this section - it will be completed by Aviva Life & Pensions Ireland DAC once the scheme joins the Retail Master Trust

Existing Aviva Scheme Transition Date      /      /

## 3. Participating Employer Details

We are assuming there are no changes to Employer details (e.g., Employer Name, Address, Contact Details, CRO Details). However, please advise us here if any changes to these details.

**Existing Scheme Number**

**Employer Tax Number**

## 4. Employee Details

We are assuming there are no changes to Employee Details (e.g., name, DOB, Address, Contact Details). However, please advise us of any changes to these details.

## 5. Fund Choice

**There will be no change to the current fund selection on transition to the Aviva Retail Master Trust.**

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## 6. Data Protection Notice

### **Please read this Data Protection Notice carefully before you complete the Declarations section**

This notice explains the most important aspects of how we use your personal information, but you can get more information by viewing our full privacy policy at [aviva.ie/privacy](http://aviva.ie/privacy) or requesting a copy by writing to us at The Data Protection Team, Aviva, Building 12, Cherrywood Business Park, Loughlinstown, Dublin 18.

Aviva Life & Pensions Ireland DAC is the main company responsible for your personal information known as the data controller. Additional data controllers involved in the policy and the Group Pension Plan include:

- trustees of the Group Pension Plan
- employer of the Group Pension Plan
- intermediary/financial broker (who is responsible for the sale and suitability of the product)

We collect personal information from you and any relevant third parties under and in relation to this Application and the administration of the policy, to include processing benefits and complaints. This includes:

- signatories to the application for the policy
- directors of corporate trustee/employer of the Group Pension Plan
- the employer if a sole trader or partnership.

You don't have to provide us with any personal information, but if you don't provide the information, we need we may not be able to proceed with your application or any claim you make. We will let you know what information is required to proceed with your application or any claim you make. We may also use personal information about people other than you e.g., limited personal information on administrators/managers of a relevant pension arrangement, your nominated representatives, personal representatives, and your attorneys (under powers of attorney). If you are providing personal information about another person, you should show them these notices. We will facilitate trustees meeting this requirement for members of the Group Pension Plan by including a copy of the Data Protection Notice in the introductory member pack we issue to the financial broker for the policy

Some of the personal information we use may be provided to us by a third party. This may include information already held about you within the Aviva group, information we obtain from publicly available records, and from industry databases, from your intermediary, financial broker, or other nominated representatives or from other insurance companies, trustees of other pension schemes, previous employers and other pension providers. We use your Personal information to provide and administer financial products and services requested by you and to manage our operations effectively.

We may also use profiling and other data analytics to understand our customers better (e.g., what kind of content or products would be of most interest) and to predict the likelihood of certain events arising (e.g. to assess insurance risk or the likelihood of fraud). We may carry out automated decision making to decide on what terms we can provide products and services, deal with claims and carry out fraud checks. More information about this, including your right to request that certain automated decisions we make have human involvement, can be found in the automated decision-making section of our full privacy policy.

Your Personal Information may be shared with other Aviva group companies and third parties (including our suppliers e.g. claim service providers, and regulatory and law enforcement bodies). We may transfer your Personal information to countries outside the EEA but will always ensure appropriate safeguards are in place when doing so.

We maintain a retention policy to ensure we keep personal information only for as long as we reasonably need it - please see our Privacy Policy for further details.

You have certain rights in relation to your Personal information including a right to access personal information, a right to correct personal information and a right to erase or suspend our use of your personal information. You also have the right to request for your personal information to be transferred to another organisation, a right to object to our use of your personal information, a right to withdraw consent (where we rely on consent) and a right to complain to the Data Protection Regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. You can find out more about these rights in the Data Rights sections of our full privacy policy or by contacting us at [DPO@aviva.com](mailto:DPO@aviva.com).

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## 7. Employee Authorisation and Declaration

1. I understand that the new section within the Aviva Retail Master Trust will replicate both my previous Aviva Executive Pension Plan and the details reflected in that Executive Pension Plan application form.
2. I authorise the continuing deduction of the contributions as set out in the Executive Pension Plan application form submitted to Aviva which is now transferring to the Aviva Retail Master Trust.
3. I consent to my employer, the trustee of the Aviva Retail Master Trust and/or Aviva verbally or otherwise, seeking and receiving such additional information as they may require for the purposes of this application or the Aviva Retail Master Trust and I hereby authorise my employers and previous employers, the trustee, administrators and life assurance providers of relevant pension arrangements and my agents to provide such information to my employer, the trustee of the Aviva Retail Master Trust and/or Aviva.
4. **I am resident for tax purposes in the Republic of Ireland and have an address in the Republic of Ireland. I undertake to inform Aviva of any change in my country of residence during the lifetime of my membership of the Aviva Retail Master Trust.**
5. I have read and understand the Data Protection Notice in **Section 6**. Where I am providing information about another person (e.g. my spouse/dependants in respect of benefits payable under the Aviva Retail Master Trust), I confirm that I have:
  - let them know what information I have shared with Aviva;
  - shared the Data Protection Notice with them; and
  - obtained their confirmation that they have read and understand the Data Protection Notice.

I understand that Aviva require for the purposes of this Application that I have done so.

6. I agree and understand that Aviva's processes may involve electronic means including, but not limited to, data entered online, the capturing of my signature on an electronic device, the use of electronic signature or the use of a signature-free process; Aviva's processes may also (even where commenced on-line) involve manual processes and/or require wet ink signing of documents at certain points. I agree that for the purposes of relevant Aviva processes any electronic signature is the legal equivalent of a manual signature.

Employee Signature

Date

/ /



Please sign and date

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## 8. Employer / Trustee Declaration

We apply to Aviva for inclusion as a participating employer in the Aviva Retail Master Trust established by the Participation Agreement and declare that:

1. We understand that the new section within the Aviva Retail Master Trust will replicate both the previous Aviva Executive Pension Plan and the details reflected in that Executive Pension Plan application form.
2. The information in this application for this pension is true and complete to the best of our knowledge and belief.
3. We confirm that the contract effected pursuant to this application will be held by the trustee under irrevocable trust for the purpose of providing retirement and other relevant benefits, as defined by Chapter 1, Part 30 of the Taxes Consolidation Act 1997, to or in respect of the employee as set out in the Aviva Retail Master Trust Rules.
4. We consent to Aviva, verbally or otherwise, seeking and receiving additional information that isn't provided on the application or where further information is required in order to process the application and such information will be deemed to be incorporated into this application and we hereby authorise the trustee, administrators and life assurance providers of relevant pension arrangements with information relevant to this application and our agents to provide such information to Aviva.



## 9. Aviva Retail Master Trust Participation Agreement

### with Section Rules appended

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the following parties (“the Parties”)

Sponsor [1] **Aviva Life & Pensions Ireland Designated Activity Company**  
(Registered Number 165970) whose registered office is at Building 12, Cherrywood Business Park, Loughlinstown, Co. Dublin, D18 W2P5; (the ‘Sponsor’)

Trustee [2] **Aviva Retail Master Trust Ireland Designated Activity Company**  
(Registered Number 727332) whose registered office is at Building 12, Cherrywood Business Park, Loughlinstown, Co. Dublin, D18 W2P5; (the ‘Trustee’)

Participating Employer [3]

with an address at

#### Please tick one of the following options:

Limited Company/ Unlimited Company/ Company Limited by Guarantee/DAC CRO number	Sole Trader	Corporate entity established outside the Republic of Ireland with Registered Number with Relevant Authority In that Jurisdiction	Charity Charity number
Registered Club	Association	Credit Union CU number	Partnership
Other (please state)			

The Effective Date of this Participation Agreement is as confirmed under Section 2 of the Transition Form.

#### Introduction

- A) This Participation Agreement is supplemental to the Scheme Documents by which the Scheme is constituted and established.
- B) The Trustee is the current trustee of the scheme.
- C) The Scheme is a retirement benefits scheme as defined by Section 771 of the Taxes Consolidation Act 1997, established by the Sponsor and is currently governed by the Scheme Documents.
- D) By Clause 14.1(a) of the Deed the Trustee may allow any company, firm, person, organisation, association or body to participate in the Scheme as a Participating Employer by establishing a separate Section in relation to that Participating Employer. The Participating Employer wishes to be admitted into participation of the Scheme with effect on and from the Effective Date and the Sponsor consents to such participation.
- E) This Participation Agreement gives effect to such participation upon the terms set out below.

#### NOW IT IS HEREBY AGREED in consideration of the covenants and agreements herein set out as follows:

##### 1 Definitions and Interpretation

1.1 The following words which begin with capital letters in this agreement have the precise meanings set out below:

**‘Application Form’** means the form of application or transition form completed by the Participating Employer to apply for inclusion as a participating employer in the Aviva Retail Master Trust.

**‘Controller’, ‘Data Subject’, ‘Personal Data Breach’, ‘Process/Processing’, ‘Processor’** and **‘Supervisory Authority’**

shall have the same meaning as in the Data Protection Laws.

**‘Data Protection Laws’** means (i) the General Data Protection Regulation (EU) 2016/679 (the “GDPR”) (ii) the Data Protection Acts 1988 to 2018, and any other applicable laws relating to the processing of data relating to identified or identifiable individuals, in each case as amended or replaced from time to time.

**‘Deed’** means the deed dated 7th November 2022 and made between the Sponsor and the Trustee in relation to the Scheme.

**‘Member Booklet’** means the member booklet agreed by the Sponsor and the Trustee as amended from time to time.

**‘Participation Agreement’** means this agreement.

**‘Personal Data’** means any personal data, as defined in the Data Protection Laws, disclosed by or on behalf of the Participating Employer or any Section Employer to the Trustee or Sponsor or provided by the Trustee or Sponsor to the Participating Employer or Section Employer pursuant to this Participation Agreement.

**‘Rules’** The rules of the Scheme set out in Schedule 1, Schedule 2 and the Section Rules, as amended from time to time.

**‘Scheme’** means the Aviva Retail Master Trust.

**‘Scheme Documents’** means the Deed and the Rules and any other documents which relate to or govern the operation of the Scheme.

- 1.2 Any words not defined in this Participation Agreement are as defined in the Deed (as amended). In the case of any conflict between the definitions in the Deed and this Participation Agreement the definitions in this Participation Agreement will prevail.
- 1.3 The introduction to and headings used in this agreement have been inserted for ease of reference only. They do not affect its interpretation.
- 1.4 Unless the context requires otherwise, words in the singular include the plural and vice versa; words in the masculine gender include the feminine and vice versa.
- 1.5 For the avoidance of doubt, Appendix 1 attached to this Participation Agreement forms part of this Participation Agreement.

## **2 Participation of Participating Employer**

- 2.1 In accordance with Clause 14.1(a) of the Deed, the Trustee admits the Participating Employer as a participating employer in the Scheme on and from the Effective Date.
- 2.2 The Participating Employer undertakes and covenants with the Sponsor and the Trustee to observe and perform the provisions of the Scheme so far as they are applicable to it as a Participating Employer on and from the Effective Date.
- 2.3 The Participating Employer appoints the Sponsor to provide day to day administration to the Section for the purposes of the Pensions Act 1990 (and regulations made thereunder).

## **3 Evidence of Participating Employer’s consent**

- 3.1 Where the Trustee is required to obtain the consent of, or to act on the instructions of any Participating Employer, the Trustee may accept the written confirmation of an authorised representative of the Participating Employer as sufficient evidence that the consent or instruction has been duly authorised.

## **4 Sub-Sections**

- 4.1 With the agreement of the Sponsor, the Participating Employer’s Section may comprise of Sub-Sections as appropriate.

## **5 Section Rules**

- 5.1 The Sponsor, Trustee and Participating Employer may agree Section Rules applicable to the Section established by this Participation Agreement and in accordance with Clause 14.2(c) of the Deed may, by deed or agreement, alter, amend, extend, modify or add to the Section Rules.
- 5.2 The Section Rules will be as set out in the Appendix of this Participation Agreement and should be read in conjunction with the other Scheme Documents. In the event of any conflict between the Section Rules and the other Scheme Documents the Section Rules shall prevail and the Sponsor with the consent of the Trustee shall resolve any matters of doubt.
- 5.3 The Section Rules will only apply to the Section established by this Participation Agreement and will not apply to any other Section of the Scheme.

## **6 Cessation of Participation**

- 6.1 In accordance with Clause 14.3(d) of the Deed, the Participating Employer shall cease to participate in the Scheme with effect on and from the date that all obligations of the Participating Employer have been fully discharged or where the Participating Employer chooses to transfer out in accordance with Rule 13 of the Rules and Clauses 14.3 and 15 of the Deed shall apply.
- 6.2 In accordance with Clause 15 of the Deed, on cessation of participation of the Participating Employer the Trustee shall preserve the benefits of the relevant Member within the Scheme.
- 6.3 Upon cessation of participation in the Scheme in accordance with Clause 6.1 of this Participation Agreement any powers under the Scheme which would have been exercised by the Participating Employer will be exercised by the Trustee, or, if the Trustee decides it is appropriate, by the Sponsor.

## **7 Member Information**

- 7.1 Provision of information to the Trustee/Sponsor:
  - 7.1.1 The Participating Employer agree(s) to provide the Sponsor and the Trustee with all information in relation to the Member which is reasonably required in order for the Sponsor/ Trustee to perform their duties and exercise their rights pursuant to this Participation Agreement and the Scheme, including but not limited to:
    - (a) name, Personal Public Service Number, date of birth and address details for the Member of the Section;
    - (b) salary information, contribution rate and amounts;
    - (c) details of when the Member joins and leaves their employment;
    - (d) details relating to when the Member is temporarily absent from Active Membership and terms agreed in respect of the period of absence; and
    - (e) any data required in accordance with legislative requirements.
  - 7.1.2 The Sponsor and the Trustee will use the information referred to in Paragraph 7.1.1 above for the purposes identified in Paragraph 7.1.1 above.

## **8 Data Protection**

- 8.1 The parties agree that they shall each comply with their respective obligations under the Data Protection Laws in respect of any Processing of Personal Data undertaken in relation to the subject matter of this Participation Agreement, whether as a Processor or Controller.
- 8.2 The parties hereby agree that (i) the Trustee is the Controller of any Personal Data provided to it by or on behalf of the Participating Employer pursuant to this Participation Agreement; and (ii) the Sponsor shall be the Controller in respect of Personal Data processed by the Sponsor pursuant to: (a) the policy, including the investments made under the policy and the Member contributions and Participating Employer contributions paid into the policy (b) the services it provides directly to the Member and Participating Employers under or in relation to investments made available by the Sponsor and (c) any direct marketing activities to the Member and Participating Employers; and (iii) where the Sponsor otherwise Processes Personal Data on behalf of the Trustee as its administrator, it shall be a Processor and shall do so under the terms of a separate administration arrangement entered into between the Trustee and Sponsor.
- 8.3 The Participating Employer represents, undertakes and warrants that all Personal Data provided by it or on its behalf to the Trustee and/or the Sponsor in relation to this Participation Agreement, has been and shall be collected by the Participating Employer and provided to the Trustee and/or the Sponsor (as applicable) in accordance with Data Protection Laws in a manner that will enable the lawful Processing of such Personal Data by the Trustee/Sponsor for the purposes described in paragraph 7.1.1 above. Without limitation to the foregoing, the Participating Employer shall take all steps necessary to provide appropriate privacy notices and secure all necessary consents and approvals as may be required under applicable Data Protection Laws to permit the lawful disclosure of such Personal Data to the Sponsor and the Trustee.
- 8.4 The Participating Employer shall only use any Personal Data provided to it by the Trustee or the Sponsor for the purposes of, and to the extent strictly necessary to exercise their rights and comply with their obligations under this Participation Agreement.
- 8.5 Where acting as a Controller, each party will respond to and deal with any request made by any Data Subject under Data Protection Laws ("Request") and any communication from any Supervisory Authority, which is received by and addressed to them in accordance with Data Protection Laws. Each party shall provide any reasonable assistance requested by another party which is required in order for that other party to comply with Data Protection Laws in relation to any Request or communication received from a Supervisory Authority.

**9 General**

- 9.1 This Participation Agreement may be signed in any number of counterparts, including electronic counterparts. This Participation Agreement shall not take effect until each party has signed at least one counterpart. Each counterpart shall constitute an original of this Participation Agreement and all the counterparts, taken together, shall constitute one and the same original instrument. Each party agrees that an electronic signature is conclusive evidence of a party's intention to be bound by this Participation Agreement as if signed by a wet ink signature. If a party stores a duly signed copy of the Participation Agreement in an electronic format that maintains its integrity and allows unchanged reproduction of the stored information, this constitutes an original of this Participation Agreement and may be relied on as evidence of this Participation Agreement.
- 9.2 If any term or provision or any part thereof (the "Offending Provision") contained in this Participation Agreement shall for any reason whatsoever be declared or become unenforceable, invalid or illegal, then the other terms and provisions of this Participation Agreement shall remain in full force and effect as if this Participation Agreement had been executed without the Offending Provision appearing therein.
- 9.3 The trusts of the Scheme and the rights of all parties thereunder are governed by the laws of Ireland. The jurisdiction of the Courts of the Republic of Ireland shall be the jurisdiction appropriate to all actions, claims, disputes and proceedings arising under or in connection with the Scheme and this Participation Agreement. The validity of this Participation Agreement, its construction, effects and administration shall be governed by and construed in accordance with the laws of Ireland.
- 9.4 The Participating Employer represents and warrants that it has the capacity to enter into this Participation Agreement on its terms, that all actions required to authorise it to enter into this Participation Agreement have been properly taken and the person or persons signing this Participation Agreement on its behalf have full power and authority to do so.

Signed on behalf of **Aviva Life & Pensions Ireland Designated Activity Company** by an authorised signatory

Name

Signature

Signed on behalf of **Aviva Retail Master Trust Ireland Designated Activity Company** by an authorised signatory

Name

Signature

Signed on behalf of the **Participating Employer** by an authorised signatory

Name

Signature

Date        /        /



## APPENDIX

### Section Rules

#### 1 Application of these Section Rules

These Section Rules agreed between the Sponsor, Trustee and Participating Employer apply to any person who becomes the Member of the Participating Employer's Section and any Dependant or beneficiary claiming under them.

#### 2. Member contributions

##### 2.1 Rate

- (a) The Active Member shall pay contributions to the Scheme as set out in the Application Form until the date they leave Service or otherwise ceases to be an Active Member.
- (b) The Member's salary for the purposes of their pensionable salary for this Section is as set out in the Application Form.

##### 2.2 Default

Where the Member is required to select a contribution rate and he does not do so the Participating Employer will decide the default rate which will apply to the Member.

##### 2.3 Alteration

If the Member is eligible to alter their contribution rate they are only permitted to do so on such date as the Participating Employer shall determine and notify to the Member. If the Participating Employer wishes to alter the contribution rate, they may do so by notifying the Member in accordance with legislation where required.

#### 3 Participating Employer Contributions

##### 3.1 Rate

The Active Member shall have credited to their Member Fund in each Scheme Year the percentage of pensionable salary as advised by the Participating Employer in the Application Form or such other percentage of pensionable salary as the Participating Employer shall decide and notify to the Member and the Trustee.

#### 4 Payment Schedule

- 4.1 The Participating Employer shall agree a payment schedule for contributions to the Scheme with the Sponsor and the Trustee and shall ensure that contributions are made to the Scheme in accordance with this payment schedule which shall comply with any applicable legislative requirements. The payment schedule will be as agreed from time to time.
- 4.2 The Participating Employer shall inform the Sponsor and the Trustee promptly of any changes that they make to the payment schedule.
- 4.3 At the request of the Trustee the Participating Employer shall provide such confirmation and evidence as the Trustee may require that the contributions to the Scheme have been made in accordance with the payment schedule. The Participating Employer shall have the relevant information independently audited and provide evidence of that audit to the Trustee should the Trustee request this.

#### 5 Costs and Expenses

- 5.1 Subject to Paragraph 5.3, the Annual Management Charges detailed in Paragraph 5.2 below shall be deducted from the Member Funds.
- 5.2 The Annual Management Charge is payable in relation to investment funds and the operation of the Scheme as detailed in the Member Booklet.
- 5.3 Notwithstanding the above, the Sponsor with the consent of the Trustee may from time to time change the Annual Management Charge applicable to the Section.