

The STM Malta (US) Retirement Plan INSTRUMENT OF ADHERENCE

This Instrument of Adherence is made this 2nd day of March 20 16
Between _____ (the signatory who will be the signatory)

(1) STM MALTA TRUST & COMPANY MANAGEMENT LIMITED (The signatory who will be the signatory)
Registered Office: 10, Victoria Street, Valletta, Malta. (The signatory who will be the signatory)

(2) ("the Member"): **Full Name:** JOHN KEITH WHEADON

of:

**Full Postal
Address:**

WHEREAS:

- 1. The signatory of this Instrument of Adherence is the Member of the Plan pursuant and in accordance with the provisions of the Plan and the Rules of the Plan.
- 2. The signatory of this Instrument of Adherence is the Member of the Plan pursuant and in accordance with the provisions of the Plan and the Rules of the Plan.
- 3. The signatory of this Instrument of Adherence is the Member of the Plan pursuant and in accordance with the provisions of the Plan and the Rules of the Plan.

NOW THIS INSTRUMENT WITNESSES AS FOLLOWS:

1. The signatory of this Instrument of Adherence is the Member of the Plan pursuant and in accordance with the provisions of the Plan and the Rules of the Plan.
2. The signatory of this Instrument of Adherence is the Member of the Plan pursuant and in accordance with the provisions of the Plan and the Rules of the Plan.
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9. The signatory of this Instrument of Adherence is the Member of the Plan pursuant and in accordance with the provisions of the Plan and the Rules of the Plan.
10. The signatory of this Instrument of Adherence is the Member of the Plan pursuant and in accordance with the provisions of the Plan and the Rules of the Plan.

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THIS INSTRUMENT OF ADHERENCE SHALL BE CONSTRUED TO TAKE EFFECT ACCORDING TO THE LAWS OF MALTA.

SIGNED BY:

[Handwritten Signature]
MEMBER'S FULL NAME: _____
MEMBER'S SIGNATURE: _____
STYLOTYPE COMPANY MANAGEMENT LIMITED

In the presence of:

SIGNED BY:

MEMBER'S FULL NAME: _____
MEMBER'S SIGNATURE: _____ X
Clarissa Farrugia
STYLOTYPE COMPANY MANAGEMENT LTD.
Level 2,
High Street,
Sliema SLM 1549
Malta

SIGNED BY:

MEMBER'S FULL NAME: _____
MEMBER'S SIGNATURE: _____ X
MEMBER X *[Handwritten Signature]* X

In the presence of:

SIGNED BY:

WITNESS'S FULL NAME: TINA WHEADON
WITNESS'S SIGNATURE: X T Wheaddon X



Contact details

STM MALTA TRUST AND COMPANY MANAGEMENT LTD.
TAGLIAFERRO BUSINESS CENTRE, LEVEL 2, GAIETY LANE,
C/W HIGH STREET, SLIEMA
MALTA, SLM 1549
Tel: 00 356 213 33210
Fax: 00 356 213 33220
Email: services@stm-malta.com



THE STM MALTA (US) RETIREMENT PLAN

SECTION 7. Charging Structure

1. STM Malta's Charges

Effective from 1st July 2015

Initial Charge



Annual Charge
(recurring in advance)



Where the Plan is used in conjunction with another STM product then an entrance discount will be applied to the Initial Charge and [redacted] in the Annual Charge, thereby reducing them to [redacted] and [redacted] respectively.

The above charges are not applicable to the administration of specialist assets such as commercial property, or private companies. In this instance please contact STM for a personalised charging structure.

Other

- i) Any third party disbursements directly attributable to the handling of your pension will usually be billed to the Plan in arrears.
- ii) An exit fee of [redacted] or [redacted] (if fees are in USD) will be levied should you request a transfer of your pension fund to an alternative administrator not within the STM Group.
- iii) Time spent on any matters not stated above may be charged in addition as non-routine administration on the basis of our standard hourly rates depending on the level of skill and priority employed.
- iv) If full flexible access is required in the future then additional fees may apply. The current level of such fees range from [redacted] to [redacted] if the number of years since transfer to STM is between 1 to 5 respectively. The Member will still be charged the normal set-up and annual fees in addition to the one-off charges above. No flexi access penalty is applied if at least [redacted] of the pension fund remains in the Plan for a five year period, but a normal exit fee of [redacted] will apply.

The above fees include ALL pension transfers.

All charges will be deducted from the pension fund value as they fall due unless otherwise advised

2. Other Charges

The underlying investments within the Plan may be subject to additional charges levied by the investment Product Provider(s). STM Malta is not responsible for any such charges and does not receive any portion of or otherwise benefit from any such charges levied by the Product Provider(s) which will be deducted by them directly from the assets of the Plan. The charging structure of the Product Provider(s) will be disclosed by them to STM Malta and included in the Plan Policy Schedule that is issued to the Member.

STM Malta are not responsible for any charges you may agree with your own Adviser(s) in relation to pension transfer or other advice.

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SECTION 8. Declaration

I, the undersigned, apply for membership of the Plan in order to make contributions to the Plan and the Member's Account as defined in the Plan Rules and to be established upon the terms of the Plan for me. I hereby :

1. Confirm that either I have received independent pension transfer, financial, legal and tax advice with regard to the suitability of the Plan for me and my individual circumstances and the implications to me of entering into the Plan OR I have chosen not to take such advice because I am sufficiently knowledgeable and experienced to make this pension transfer decision on my own. I acknowledge and understand that STM Malta has not provided and cannot provide any such advice and cannot be held responsible for any advice obtained or advice not sought by myself or any related persons party to the affairs of the Plan;
2. Agree to be bound by the Master Trust Instrument and Rules which are available to me on request and agree that such Rules shall be the basis of the business relationship between me and STM Malta;
3. Confirm that the assets transferred to the Plan do not (and any further assets to be transferred will not) represent the proceeds of criminal activity and I confirm that the source and origin of any further assets introduced will be explained by me prior to receipt and, where requested by STM Malta, suitable evidence provided. I acknowledge that STM Malta can, at its discretion, decline acceptance of any asset transferred to them without notice or reason;
4. Accept that I may be giving up any guarantees and/or benefits which may have applied to an existing pension scheme, prior to transfer to the Plan;
5. Confirm that I have been provided, and agree with, written information of the charges, fees, expenses and running costs of my Member's Account and confirm that STM Malta is authorised to automatically collect fees from my Account;
6. Accept that STM Malta has the right to review and amend its fees and will provide at least one month's notice of any changes which will then be binding;
7. Confirm and understand that STM Malta is not in any way involved with or responsible for my tax affairs or those of any beneficiary of my Member's Account and that it is accepted that I and any such beneficiary are responsible for and will comply with my/their personal tax obligations wherever they may arise in relation to the Plan or any income or other benefits arising therefrom. I therefore indemnify STM Malta in respect of any tax liability or member disclosure required arising from the transfer of capital pension rights or from any payment made from the Plan to me or any beneficiary
8. Confirm that I will notify STM Malta if my residency for tax purposes should change;
9. Consent to STM Malta filing any fiscal reporting required as a consequence of me receiving pension benefits (from a UK Scheme transfer prior to completing ten whole years within the plan), or as otherwise be required by the laws of any country;
10. Consent to STM Malta acting as the Administrator and Trustee of the Plan and agree to engage STM Malta for that purpose;
11. Consent to the holding and processing of my personal data by STM Malta. I also note that copy correspondence may be confidentially retained in STM Group company administration offices outside of Malta;
12. Acknowledge that STM Malta may make investment decisions as regards the assets of the Plan on the basis of advice received from independent and suitably regulated advisers and that where no investment selection is made, the fund may remain in a non-interest bearing account with Lombard Bank Malta Plc;
13. Acknowledge the investment restrictions in the Scheme Particulars regarding loans, immovable property and connected parties;
14. Agree that STM Malta will not incur any liability in connection with the Plan's investments except where this arises as a result of the fraud, wilful misconduct or gross negligence of STM Malta;
15. Confirm I understand that no lump sum will be allowed, unless it is distributed without contravening the applicable laws in the transferring jurisdiction at the date of transfer, or if it is in contravention of Maltese Law;
16. Confirm that I understand that all assets contributed to the Plan for the Member's Account in my name will be registered in the name of STM Malta Trust & Company Management Ltd who are the Trustees of the Plan; these assets will then be used to provide retirement benefits to me. Where the investment is made into a Life Assurance product, the Trustees will appoint two representatives to act as "Lives assured" on the policy for the purpose of setting up the investment. I understand that these representatives will have no responsibility to the investment, or to my Retirement Scheme, and cannot be held liable for the investment performance.

I confirm that I am: Resident in Malta: Or Not resident in Malta:

I confirm that the information contained within the application form is true and correct to the best of my knowledge and belief and authorise STM Malta to contact any, or all, of the persons or institutions named herein to verify this information.

I acknowledge that receipt of this application does not imply acceptance by STM Malta, or admission to membership of the Plan.

I confirm that I have read, understood and agree with points 1-16 above.

I confirm that I have read and understood the Scheme Particulars for The STM Malta (US) Retirement Plan and agree with the Terms and Conditions it contains.

(Please tick to confirm)

Signature of applicant:



Full name of applicant:

John Wheadon

Date:

21 FEB 2016