

THIS SUPPLEMENTAL DEED is made on 26 February 2021

BETWEEN:

- (1) **BPDTS LIMITED** (company registered number 10344843) whose registered office is at FAO Company Chief Executive Officer, Caxton House, Tothill Street, London, SW1H 9NA (“**Participating Employer**”);
- (2) **PTL GOVERNANCE LIMITED** (Company Number 02952373) whose registered office is at 4th Floor, The Anchorage, 34 Bridge Street, Reading, Berkshire, RG1 2LU; **Redacted** c/o PTL Governance Ltd; **Redacted** c/o PTL Governance Ltd **Redacted** c/o PTL Governance Ltd; **Redacted** c/o PTL Governance Ltd; **Redacted** c/o PTL Governance Ltd together the (“**Scheme Trustee**”);
- (3) **AVIVA LIFE & PENSIONS UK LIMITED** (company number 03253947) whose registered office is at Wellington Row, York, North Yorkshire, YO90 1WR (“**Sponsor**”)

BACKGROUND

- A** The Participating Employer, the Sponsor and the Scheme Trustee have agreed that the Participating Employer will participate in the Aviva Master Trust (“**Scheme**”) which is an occupational pensions scheme governed by a definitive trust deed and rules currently dated 27 February 2019 as amended from time to time (“**Trust Deed**”) for employees and non-associated employers.
- B** The Scheme Trustee is the current trustee of the Scheme.
- C** By Clause 6.1 of the Trust Deed the Scheme Trustee may delegate all or any of its powers, duties or discretions to any person or persons and on any terms as they see fit and by Clause 6.2 may appoint agents to act on its behalf. The Scheme Trustee has delegated to Elizabeth Renshaw-Ames execution of this agreement for and on behalf of the Scheme Trustee and agreed that such execution by Elizabeth Renshaw-Ames shall be binding on the Scheme Trustee.
- D** Although no formal deed of participation has been entered into by the parties, the Participating Employer signed a deed of participation in December 2016 a copy of which is annexed in Schedule A (“the Deed of Participation”). The intention of the parties by entering into this Deed is to:
- (i) Confirm the basis of the Participating Employer’s historic participation in the Scheme pursuant to the terms of the Deed of Participation; and
 - (ii) Confirm the basis of the Participating Employer’s ongoing participation in the Scheme based on a new deed of participation to be executed on even date with this Supplemental Deed (“the New Deed of Participation”); and
 - (iii) Enter into revised supplemental terms to replace in its entirety the provisions of the original supplemental agreement signed on 10 July 2018 (“the Original Supplemental Agreement”).
- E** Following execution of this Deed the Participating Employer’s participation in the Scheme will be governed by this Deed, the New Deed of Participation and the Trust Deed (“**Scheme Rules**”).

OPERATIVE PROVISIONS

1. PARTICIPATION

- 1.1 The Participating Employer, the Sponsor and the Scheme Trustee hereby confirm the Participating Employer's participation in the Scheme pursuant to the terms of the Deed of Participation which are annexed hereto in Schedule A with effect from 1st December 2016 up to the date of execution of this Supplemental Deed as if the Deed of Participation had been fully executed on 1st December 2016.
- 1.2 The Participating Employer, the Sponsor and the Scheme Trustee hereby confirm the Participating Employer's participation in the Scheme pursuant to the terms of the New Deed of Participation (an unsigned copy of which is annexed hereto in Schedule B).
- 1.3 The Participating Employer, the Sponsor and the Scheme Trustee hereby replace the terms of the Original Supplemental Agreement in its entirety with the terms set out from Clause 2 to Clause 14 (inclusive) of this Supplemental Deed.

2. CONFLICT OF INTEREST

- 2.1. The Sponsor shall take appropriate steps to ensure that the Sponsor is not placed in a position where, in the reasonable opinion of the Sponsor, there is or may be an actual conflict, or a potential conflict, between the financial or personal interests of the Sponsor and the duties owed to the Participating Employer under the provisions of this Agreement. The Sponsor will disclose to the Participating Employer full particulars of any such conflict of interest which may arise.
- 2.2. The Scheme Trustee shall take appropriate steps to ensure that the Scheme Trustee is not placed in a position where, in the reasonable opinion of the Scheme Trustee, there is or may be an actual conflict, or a potential conflict, between the financial or personal interests of the Scheme Trustee and the duties owed to the Participating Employer under the provisions of this Supplemental Deed. The Scheme Trustee will disclose to the Participating Employer full particulars of any such conflict of interest which may arise.
- 2.3. The Scheme Trustee shall maintain a conflicts of interest policy and a conflicts of interests register in relation to their role as Trustees of the Scheme.
- 2.4. The Participating Employer reserves the right to terminate this Supplemental Deed and its participation in the Scheme immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Participating Employer, there is or may be an actual conflict, or a potential conflict, between the financial or personal interests of the Sponsor and the Scheme Trustee and the duties owed to the Participating Employer pursuant to this clause shall not prejudice or affect any right or action or remedy which shall have accrued or shall thereafter accrue to the Participating Employer.

3. PREVENTION OF FRAUD

- 3.1. The parties to this Supplemental Deed place the utmost importance on the need to prevent fraud and irregularity. The Sponsor and the Scheme Trustee are therefore required to:

- 3.1.1. have established processes that enables the Scheme Trustee, the Scheme Trustees' appointed service providers/advisers and the Sponsor's staff to report inappropriate behaviour by colleagues;
- 3.1.2. ensure that the Sponsors' performance management systems do not encourage individual staff members to make false claims;
- 3.2. The Sponsor is also required to:
 - 3.2.1. ensure effective and accurate recording and reporting of the Sponsor's performance of the administration of the Scheme.
 - 3.2.2. report the Sponsor's performance of the administration of the Scheme through the provision of governance reports to the Participating Employer sent at six monthly intervals.
 - 3.2.3. The Sponsor is also required to ensure a segregation of duties within the Sponsor's operation between those directly involved in delivering the service and those reporting achievement of performance to the Participating Employer.
- 3.3. Any act of fraud committed by the Sponsor or the Scheme Trustee under this Supplemental Deed shall entitle the Participating Employer to terminate this Supplemental Deed and the Participating Employer's participation in the Scheme, by serving written notice on the Sponsor and Scheme Trustee.

4. PREVENTION OF BRIBERY AND CORRUPTION

- 4.1. For the purposes of this clause 4, a prohibited act is committed when the Sponsor or any of their staff or the Scheme Trustee or any of their appointed service providers:
 - 4.1.1. directly or indirectly offers, promises or gives any person working for or engaged by the Participating Employer a financial or other advantage to:
 - 4.1.1.1. induce that person to person improperly a relevant function or actively; or
 - 4.1.1.2. reward that person for improper performance of a relevant function or activity;
 - 4.1.2. directly or indirectly requests, agrees to receive or accepts any financial or other advantage as an inducement or reward for improper performance of relevant function or activity in connection with the Supplemental Deed or Participating Employer's participation in the Scheme;
 - 4.1.3. commits and offence:
 - 4.1.3.1. under the Bribery Act 2010;
 - 4.1.3.2. under legislation creating offences concerning fraudulent acts;
 - 4.1.3.3. at common law concerning fraudulent acts relating to the Supplemental Deed or any other contract with the Participating Employer; or

4.1.3.4. defrauding, attempting to defraud or conspiring to defraud the Participating Employer.

- 4.2. The Scheme Trustee shall not and shall ensure that their appointed service providers shall not, and the Sponsor shall ensure that any of their staff shall not, commit any of the prohibited acts listed in clause 4.1.
- 4.3. The Sponsor shall have an anti-bribery policy which is designed to prevent the Sponsor or any of the Sponsor's staff from committing any prohibited acts as set out in clause 4.1 and a copy of this shall be provided to the Participating Employer upon request.
- 4.4. The Scheme Trustee shall have an anti-bribery policy which is designed to prevent the Scheme Trustee from committing any prohibited acts as set out in clause 4.1 and a copy of this shall be provided to the Participating Employer upon request. When engaging with appointed service providers, the Scheme Trustee will require their compliance with anti-bribery legislation.
- 4.5. If the Scheme Trustee or their appointed service providers or the Sponsor of any of its staff engage in conduct prohibited by clause 4.1, the Participating Employer may terminate the Supplemental Deed (and the Participating Employer's participation in the Scheme) and recover from the Sponsor and/or the Scheme Trustee the amount of any loss suffered by the Participating Employer resulting from the termination. The Sponsor shall indemnify the Scheme Trustee in respect of any losses, claims or expenses they may incur as a result of a claim by the Participating Employer under the indemnity for the benefit of the Participating Employer stated in this clause 4.5. These obligations shall be a continuing obligation following termination of this Supplemental Deed or the retirement or removal of the Scheme Trustee.
- 4.6. In exercising its rights and remedies under clause 4.5 above, the Participating Employer shall act in a reasonable and proportionate manner having regard to such matters as the gravity of the prohibited act and the identity of the person committing such an act.

5. FREEDOM OF INFORMATION AND AUDIT

The Sponsor and the Scheme Trustee acknowledges that the Participating Employer is a public body and is subject to the requirements of the Freedom of Information Act and inspection by the National Audit Office. The Sponsor and Scheme Trustee shall assist and cooperate with the Participating Employer to enable the Participating Employer to comply with either their information disclosure obligations or any audit obligations required or imposed for internal auditing purposes or by the National Audit Office.

6. DISCRIMINATION

The Sponsor and the Scheme Trustee shall not unlawfully discriminate either directly or indirectly on such grounds as age, disability, gender reassignment, marriage and civil partnerships, pregnancy and maternity, race, religion or belief, sex or sexual orientation and without prejudice to the generality of the foregoing the Sponsor and the Scheme Trustee shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

7. CONFIDENTIAL INFORMATION

7.1. For the purposes of this Agreement "Confidential Information"

7.1.1. means any information which has been designated as confidential by any Party in writing or that ought reasonably to be considered as confidential (however it is

conveyed or on whatever media it is stored) including information that related to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Participating Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as “**confidential**”) or which ought reasonably to be considered to be confidential; and

7.1.2. does not include any information:

7.1.2.1. which was public knowledge at the time of disclosure (otherwise than by breach of this clause 7);

7.1.2.2. which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

7.1.2.3. which is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or

7.1.2.4. is independently developed without access to the Confidential Information

7.2. Except to the extent set out in this clause 7, or to the extent that the Participating Employer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions or where disclosure is expressly permitted elsewhere in this Supplemental Deed, each Party shall during the term of this Supplemental Deed but also as a continuing obligations following termination of this Supplemental Deed:

7.2.1. treat the other Party’s Confidential Information as confidential and safeguard it accordingly;

7.2.2. no disclose the other Party’s Confidential Information to any other person without the owner’s prior written consent; and

7.3. Nothing in this Supplemental Deed shall prevent the Participating Employer from disclosing the Sponsor or Scheme Trustee’s Confidential Information:

7.3.1. to any government department or any part of the Crown, or any other body engaged by the Participating Employer for any purposes relating to or connected with this Agreement (a “**Contracting Body**”). All government departments or any part of the Crown or Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments, or other parts of the Crown or other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or the Crown;

7.3.2. to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

7.3.3. to any consultant, professional adviser, supplier or other person engaged by the Participating Employer under 7.3.1 or 7.3.2 or any person conducting a Cabinet Office gateway review where such disclosure is required to enable them to comply with the professional obligations and subject to their agreement that the Confidential Information shall not be disclosed by them to any other party.

- 7.3.4. on a confidential basis for the purpose of the exercise of its rights under the Supplemental Deed, including (but not limited to) for auditing purposes, and for the purpose of the examination and certification of the Participating Employer's accounts; or
 - 7.3.5. for any examination of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Participating Employer has used its resources.
- 7.4. Clause 7 shall not apply to the extent that:
 - 7.4.1. such disclosure is a requirement of law placed upon the Party making the disclosure, including any requirements for disclosure under the Freedom of Information Act;
 - 7.4.2. such disclosure is a requirement place upon the Party making the disclosure by the Pensions Regulator;
 - 7.4.3. such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 7.4.4. such information was obtained from a third party without obligation of confidentiality;
 - 7.4.5. such information was already in the public domain at the time of disclosure otherwise than by a breach of this Supplemental Deed; or
 - 7.4.6. it is independently developed without access to the other Party's Confidential Information.
- 7.5. The Participating Employer shall use all reasonable endeavours to ensure that any government department, part of the Crown, Contracting Body, employee, third party or sub-contractor to whom the Scheme Trustee or Sponsor's Confidential Information is disclosed pursuant to clause 7 is made aware of the Participating Employer's obligations of confidentiality.
- 7.6. Nothing in this clause 7 shall prevent any Party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.
- 7.7. Any breach by the Sponsor or Scheme Trustee of this clause shall be a material breach of this Supplemental Deed and shall entitle the Participating Employer (at its absolute discretion) to exercise its rights to terminate this Supplemental Deed or to cease to participate in the Scheme.

8. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

- 8.1. The Sponsor shall not:
 - 8.1.1. make any press announcements or publicise this Supplemental Deed or its contents in any way; or
 - 8.1.2. use the Participating Employer's name or brand in any promotion or marketing or announcement of order;

without the written consent of the Participating Employer, which shall not be unreasonably withheld or delayed.

8.2. The Scheme Trustee shall not:

8.2.1. make any press announcements or publicise this Supplemental Deed or its contents in any way; or

8.2.2. use the Participating Employer's name or brand in any promotion or marketing or announcement of orders;

without the written consent of the Participating Employer, which shall not be unreasonably withheld or delayed.

8.3. The Sponsor and Scheme Trustee shall take reasonable steps to ensure that their employees, agents, sub-contractors, professional advisors and consultants comply with clause 7.1 during the term of this Supplemental Deed but also as a continuing obligation following termination of this Supplemental Deed.

9. DATA PROTECTION AND INTELLECTUAL PROPERTY RIGHTS

9.1. The Sponsor and Scheme Trustee shall comply with their duties and obligations as set out in clause 9 of the New Deed of Participation. The Sponsor and Scheme Trustee respectively shall indemnify the Participating Employer in respect of any losses, claims or expenses they may incur as a result of any breach by the Sponsor or the Scheme Trustee of their duties and obligations. The Sponsor shall indemnify the Scheme Trustee in respect of any losses, claims or expenses they may incur as a result of a claim by the Participating Employer under the indemnity for the benefit of the Participating Employer stated in this clause 9.1. These obligations shall be a continuing obligation following termination of this Supplemental Deed or the retirement or removal of the Scheme Trustee.

9.2. Save as agreed under the Supplemental Deed, neither the Participating Employer nor the Sponsor nor the Scheme Trustee shall acquire any right, title or interest in the other's pre-existing intellectual property rights. The Sponsor and the Scheme Trustee acknowledges that any data including personal data supplied or created in order to provide the services is the property of the Participating Employer who hereby reserves all intellectual property rights which may exist in such data.

10. TERMINATION

10.1 Any Party may, at any time, for any reason, terminate this Supplemental Deed by giving no less than three months' written notice.

10.2 The termination of this Supplemental Deed shall also enable automatic cessation of the Participating Employer in the Scheme and terminate any agreement or terms that governs the relationship between the Participating Employer, the Sponsor and the Scheme Trustee, save for any specific provisions designed to survive any termination.

10.3 To the extent that termination provisions contained herein contradict those of any other agreement or terms that govern the relationship between the Participating Employer, the Sponsor and the Scheme Trustee (including, but not limited to, the provisions of Clause 11 of General Terms and Conditions for Employers – Automatic Enrolment Services and Corporate Platform Terms of Use), the termination provisions of this Supplemental Deed will supersede and apply.

10.4 For the avoidance of doubt, the parties agree that, inter alia, the effect of this Clause 10 is that:

10.4.1 the minimum 30-day notice requirement to terminate a Service Schedule under Clause 11.1 of General Terms and Conditions for Employers – Automatic Enrolment Services and Corporate Platform Terms of Use, will instead become a requirement to provide at least 3 months’ written notice; and

10.4.2 the termination of a Service Schedule under Clause 11.5 of General Terms and Conditions for Employers – Automatic Enrolment Services and Corporate Platform Terms of Use, will also be subject to 3 months’ written notice being provided.

11. CONTRACT CHANGE

11.1. No change, amendment, variation, restatement or supplement to this Supplemental Deed shall be effective unless it is made in writing and agreed by the Parties.

11.2. The Sponsor and Scheme Trustee will procure that this Supplemental Deed shall be binding on any successors in title.

12. SEVERABILITY

If any provisions of the Supplemental Deed is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Supplemental Deed shall continue in full force and effect as if the Supplemental Deed had been executed with the invalid, illegal or unenforceable provision eliminated.

13. FINANCIAL ASSURANCE

13.1. The Sponsor is required to disclose immediately to the Participating Employer any material changes to the organisation that impacts on its ongoing financial viability including details of the revenue replacement strategy and impact awareness on the organisation’s profitability and stability where significant contracts are due to end unless prohibited to do so by law.

13.2. The Sponsor is required to notify the Participating Employer immediately of proposed changes to the Sponsor’s financial viability unless prohibited to do so by law.

14. GOVERNING LAW

This Supplemental Deed shall be governed and construed in accordance with the laws of England and Wales.

Executed as a deed, but not delivered until the first date specified on page 1, by **BPDTS LIMITED**:

Signature ...REDACTED.....

Name (block capitals) ...REDACTED.....

SIGNED as a deed for and on behalf of the
Scheme Trustee by **REDACTED**

Signature ...REDACTED.....

Name (block capitals)REDACTED.....
Witness

Name: REDACTED.....

SIGNED as a deed by **AVIVA LIFE &
PENSIONS UK LIMITED** acting by two directors or one director and the secretary:

REDACTED..... ..REDACTED.....

Director

Director/Secretary

SCHEDULE A

ORIGINAL DEED OF PARTICIPATION

SCHEDULE B

NEW DEED OF PARTICPATION

