



THE FIDELITY PENSION PLAN

Employer Application Form

This form is for Employers, Self-Employed, and Voluntary Contributors. Note the attached Deed of Adherence must also be signed.

Employers Only

Please complete the following information:

Company/Employer Name: _____

Division: _____

Street Address: _____

Mailing Address: PO Box: _____

Island: _____ **Postal Code** _____

Telephone: _____ **Cell Phone:** _____

Email: _____ **Fax:** _____

Principal Officer: _____

Title: _____

Primary Contact: _____ **Telephone:** _____

Proposed Plan Effective Date: _____

Business Start Date (MM/DD/YY): _____

How many employees do you currently have? _____

 **FIDELITY**
THE FIDELITY PENSION PLAN

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Name of Signatory: _____ **Position Held:** _____

Signature of Plan Sponsor: _____ **Date (mm/dd/yy):** _____


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Employer's Deed of Adherence Form

THIS DEED OF ADHERENCE is made the _____ day of _____ by **FIDELITY PENSION SERVICES (CAYMAN) LIMITED** of Cayman Financial Centre, 36A Dr. Roy's Drive, PO Box 914 GT, George Town, Grand Cayman, Cayman Islands, British West Indies ("the Original Trustee") of the first part and [_____] of [_____] ("the Employer") of the second part:

WHEREAS:

- (A) The Original Trustee is established under the Companies Law (2003 Revision) of the Cayman Islands and holds a restricted Trust Licence under the Banks and Trust Companies Law (2003 Revision).
- (B) The Original Trustee has by Trust Deed dated April 1, 2004 ("the Trust Deed") established a multi-employer and defined contribution pension plan registered in accordance with the provisions of the National Pensions Law (2000 Revision).
- (C) The Employer wishes to allow its employees to join the plan constituted by the said Trust Deed.

1. Interpretation

Unless the context otherwise requires, in this Deed of Adherence, words or phrases defined in Section 3 of the Law or Clause 2 of the Trust Deed shall have the same meanings in this Deed.

Adherence

- 2. Further to Clause 4 (1) of the Trust Deed, the Employer hereby agrees to facilitate the participation in the plan by the employees of the Employer and confirms and agrees that it will comply with its obligations in accordance with Clause 8 of the Trust Deed and the provisions of the Law.

Indemnity

- 3. The Employer hereby agrees to indemnify and hold harmless the Original Trustee and its successor trustees for loss, damage or expense incurred by reason of any failure on the part of the Employer to comply with the terms of the Trust Deed or the Law or by reason of the provision by it of inadequate or inaccurate information in respect of its employees.

Advice

4. The Employer acknowledges that, in executing this Deed of Adherence, it is not relying on legal or other advice or representations from the Original Trustee or its agents or employees.

Duration

5. This Deed of Adherence shall remain in force whilst any one or more employees of the Employer shall be a contributing member of the plan.

IN WITNESS WHEREOF this Deed has been executed the day and year first above written.

THE COMMON SEAL OF
Fidelity Pension Services (Cayman) Limited
was hereunto affixed in the presence of:

.....
Director

.....
Secretary

THE COMMON SEAL OF
[the Employer]
was hereunto affixed in the presence of:

.....
Director

.....
Secretary