

PROGRAMMED WITHDRAWAL AGREEMENT

This Programmed Withdrawal Agreement is made thisday of20..... **BETWEEN**

Mr......

(hereinafter referred to as “the Retiree”, which expression shall where the context so admits include his/her successors) of the First Part **AND FIDELITY PENSION MANAGERS LIMITED** a Company incorporated under the Laws of the Federal Republic of Nigeria and duly licensed by the National Pension Commission (hereinafter referred to as “the Commission”) to carry on the business of a Pension Fund Administrator, having its registered office at 2, ADEYEMO ALAKIJA STREET, VICTORIA ISLAND (hereinafter referred to as “the Administrator” which expression shall where the contexts so admits include its successor in title and assigns) of the Second Part.

WHEREAS:

- a) By virtue of the provisions of the Pension Reform Act 2004 (PRA 2004), a holder of a Retirement Savings Account (RSA) may, upon retirement or attaining the age of 50 years, whichever is later, amongst other things utilize the balance standing to the credit of his/her RSA for the benefit of a programmed monthly or quarterly withdrawal;

- b) The Retiree is a holder of an RSA with PIN No. maintained with PFA, was under the employment of Company Limited of..... and in line with the provisions of the PRA 2004, is desirous of utilizing the full or part of the balance standing to the credit of his/her RSA by way of a Programmed Withdrawal in accordance with the terms of this Agreement;

- c) The Administrator is desirous of rendering to the Retiree, the said Programmed Withdrawal Services in accordance with the terms and conditions of this Agreement
- d) The parties hereby agree to be governed by the provisions of the PRA 2004, Guidelines, Rules and Regulations issued by the Commission from time to time;
- e) This Agreement sets out hereunder the duties, rights and obligations of the parties.

IT IS HEREBY AGREED as follows:

ARTICLE I
APPOINTMENT

- 1.1 The Retiree hereby appoints the Administrator as his administrator for the provision of Programmed Withdrawal Services.
- 1.2 For the purposes of giving effect to Article 1.1 above, the Administrator shall continue to manage the pension fund standing to the credit of the Retiree's RSA until demise or termination of this Agreement, whichever is earlier.

ARTICLE II
DUTIES AND RESPONSIBILITIES OF THE RETIREE

- 2.1 The Retiree shall state in writing his/her intention or otherwise to make a lump-sum withdrawal prior to the commencement of a Programmed Withdrawal.
- 2.2 The Retiree shall furnish to the Administrator, his/her last pay-slip or evidence of last salary.
- 2.3 The Retiree shall furnish the Administrator with his/her bank account number and relevant details to facilitate the monthly or quarterly payment.

- 2.4 The Retiree shall update the Administrator with any change in the particulars of his/her next of kin.
- 2.5 The Retiree shall regularly monitor the activities of the Administrator to ensure strict compliance with the provisions of this Agreement.
- 2.6 The Retiree shall keep evidence of all receipts and records of the transactions on the scheme for monitoring and related purposes.

ARTICLE III
DUTIES AND RESPONSIBILITIES OF THE ADMINISTRATOR

- 3.1 The Administrator shall calculate and inform the Retiree, the amount to be taken by him/her as monthly or quarterly Programmed withdrawal on the basis of an expected life span and in accordance with the model approved by the Commission.
- 3.2 The Administrator shall, immediately upon the commencement of this Agreement, issue the necessary instruction to its Pension Funds Custodian (the Custodian) for carrying out the necessary monthly or quarterly payments of the agreed sum into the Retiree's bank account.
- 3.3 The Administrator shall ensure that the Retiree's Bank Account is credited with the periodic amount on the 24th day of every calendar month or the next working day, where the 24th is a non-working day.
- 3.4 The Administrator shall continue to invest the balance standing to the credit of the Retiree's RSA in instruments approved by the Commission and from to time credit the RSA with any accrued income from such investments.
- 3.5 The Administrator shall issue the Retiree with quarterly statements of activities, balances and other transactions on his/her RSA.

- 3.6 The Administrator shall continue to update the Retiree's records as may from to time become necessary.
- 3.7 The Administrator shall provide a help desk to attend to enquiries and/or queries from the Retiree.
- 3.8 The Administrator shall ensure prompt payment of both lump sum and periodic withdrawal from his/her pension fund.

ARTICLE IV
GOOD FAITH

- 4.1 The Administrator shall in all matters act in good faith, exercise due diligence and highest professional conduct and judgment in the discharge of its responsibilities under this Agreement, the Pension reform Act 2004 and Guidelines, Rules and Regulations of the Commission.
- 4.2 The Administrator undertakes to use its best endeavour to promote the success of this scheme and not to do or refuse to do anything, the result of which may delay or otherwise frustrate the remittance of the periodic amount payable under this Agreement as and when due.

ARTICLE V
ASSIGNMENT

- 5.1 The Parties shall not assign any of their respective obligations in this Agreement without the consent of the other party and a subsequent approval of the Commission.

ARTICLE VI
SERVICE FEES

- 6.1 The Administrator shall charge reasonable fees for services rendered in line with the Regulations on Fees Structure approved by the Commission.

ARTICLE VII

ACTS OF BREACH

- 7.1 The following shall constitute acts of breach of this Agreement:-
- 7.1.1. Delay or failure to facilitate the crediting of the Retirees bank account in lines with Article 3.3 of this Agreement.
- 7.1.2 Any misrepresentation or failure to submit any vital information by one party to the other party.
- 7.1.3 Assignment of the rights, interests and benefits by either party without due consents or approvals in line with Article 5.1 of this Agreement.
- 7.1.4 Any surcharge or other charges not in line with the Regulations on Fees Structure issued by the Commission.
- 7.1.5 Failure to meet any of the obligations and responsibilities under this Agreement.
- 7.1.6 Commit any other acts of omission capable of undermining the efficient and effective operation of the scheme.
- 7.2 Nothing contained herein shall require the Administrator to take any action or refrain from taking any action which will cause it to violate any Law of the Federal Republic of Nigeria.

ARTICLE VIII

PENALTIES

- 8.1 In the event of any shortfall or delay in making periodic payment into the Bank Account of the Retiree, the Administrator shall, as the case may be, refund the amount that has fallen short and/or pay interest at the prevailing NIBOR rate for every day that the delay in payment persists.
- 8.2 The penalty in Article 8.1 shall be without prejudice to any other penalty that may be imposed by the Commission for any or all acts of breach under this Agreement.

ARTICLE IX **DISPUTE RESOLUTION**

- 9.1 In the Event of any dispute arising directly or indirectly from this Agreement, such dispute shall in the first instance be referred to the Commission for informal mediation and conciliation.
- 9.2 Where either party is dissatisfied with the decision of the Commission Article 9.1 above such party may refer the matter to arbitration in accordance with the Arbitration and Conciliation Act or to the Investment and Securities Tribunal in accordance with the Pension Reform Act.
- 9.3 Nothing contained in this Agreement shall denigrate a cause of action by the Retiree against the Administrator to enforce the rights arising from this Agreement.

ARTICLE X **COMENCEMENT**

- 10.1 This Agreement shall take effect on the date of execution or any such time as the Retiree may on his own volition elect for the commencement of the Programmed Withdrawal.

ARTICLE XI **AMENDMENTS**

11.1 This Agreement duly executed may be modified or amended only with the written agreement of all the parties and subject to the approval of the Commission.

ARTICLE XII
TERMINATION

12.1 The Retiree may by written notice terminate this agreement or suspend performance of all or any of the obligations under it immediately and without liability for compensation or damages if;

- a) Any remittance by the Administrator under this Agreement is not effected on the due date provided that such failure or delay is not due to any event of *force majeure*.
- b) The Administrator breaches its obligation under this Agreement or any agreement supplemental to it, and the breach if capable of being remedied, remains un-remedied for seven (7) days after being to its attention by written notice.
- c) The Administrator fails or ceases to perform the duties under this Agreement.
- d) The Administrator ceases to hold a license issued by the Commission to operate as a PFA.

ARTICLE XIII
FORCE MAJEURE

13.1 If either party is prevented from or delayed in performing any of its obligations under this agreement by reason of force majeure, such as but not limited to Acts of God, war, revolution or other physical disaster, or other causes which are beyond the reasonable control of the party affected and which, by exercise of reasonable care and diligence it was unable to prevent and such party without delay notifies in writing the other party, the delay or failure of performance will not give rise to any claim for damages against the other party.

ARTICLE XIV
NOTICES

14.1 Any notice given under this agreement shall be in writing and may be served personally or by registered post or recorded delivery mail or by other means which either party specifies by notice to the other.

14.2 The Address for service of the notice shall be the address as appearing in this Agreement.

IN WITNESS WHEREOF the parties have set their hands and Common Seal to be hereunto affixed the day and year first above written

SIGNED SEALED AND DELIVERED

BY THE WITHIN NAMED RETIREE

(Signature of Retiree)

In the presence of

Name:.....

Address:.....

Occupation:.....

Signature:.....

THE COMMON SEAL OF THE WITHIN NAMED ADMINISTRATOR

WAS HERETO AFFIXED in the presence of

.....

DIRECTOR

.....

SECRETARY