

# DEWS

## PARTICIPATION AGREEMENT DEWS PLAN

EQUIOM FIDUCIARY SERVICES  
(MIDDLE EAST) LIMITED

and

[EMPLOYER]

Date:

**Equiom**



THIS AGREEMENT is made this \_\_\_\_\_ day of  
“Participation Agreement”)

20\_\_\_\_ (the

**BETWEEN**

- (1) EQUIOM FIDUCIARY SERVICES (MIDDLE EAST) LIMITED a private limited company incorporated in the DIFC under license number 5429 whose registered office is at Office 302, Liberty House, DIFC, Dubai (the “Trustee”);
- (2) <Employer Details> (the “Employer”)

**WHEREAS**

- (A) The DIFC Employee Workplace Savings Plan (the “DEWS Plan”) was established by a Trust Deed (the “Trust Deed”) with Rules attached (the “Rules”) dated 27<sup>th</sup> January 2020, as amended and restated from time to time, made between the Supervisory Board of the DEWS Plan and the Trustee.
- (B) The Trustee is the sole trustee of the DEWS Plan.
- (C) Under Clause 14.1 of the Trust Deed, an “Employer” may become a “Participating Employer” by entering into a deed with the trustee of the DEWS Plan for the time being covenanting to perform the obligations applicable to a Participating Employer under the Trust Deed and the Rules and to submit to all other terms of the DEWS Plan as they relate to Participating Employers.
- (D) The Employer is an “Employer” within the meaning set out in the Trust Deed, and wishes to be admitted into participation in the DEWS Plan with effect from [ ] (the “Effective Date”).

**NOW THIS DEED WITNESSES** as follows:

**1. Participation**

In accordance with Clause 14.1 of the Trust Deed, the Employer covenants with the Trustee with effect from the Effective Date:

- (a) to perform the obligations applicable to a Participating Employer under the Trust Deed and the Rules (as each may be from time to time amended under Clause 13 of the Trust Deed); and
- (b) to submit to all other terms of the DEWS Plan as they relate to Participating Employers, including (without limitation): (i) the other provisions of the said Clause 14; (ii) Clause 4 of the Trust Deed and Rule 5 (contributions); and (iii) the operation of Clause 13 (Amendment and Clause 15 (Termination).

## 2. **Benefits**

21 Employees in the service of the Employer shall become Members of the DEWS Plan in accordance with Rule 3 (Membership) on the bases set out in Clause 2.2 below.

22 Employees shall accrue benefits on the basis set out in the Rules to any extent varied in the Benefits Annex.

## 3. **Definitions and Interpretation**

31 The terms and expressions defined in the Trust Deed and the Rules and not otherwise defined in this Deed shall have the same meaning in this Deed unless the context specifically requires otherwise, save that “the Benefits Annex” shall mean any separate Annex to this Participation Agreement agreed between the Trustee and the Employer as an Annex hereto, or any stage thereafter with reference to being an Annex to this Participation Agreement.

32 The headings in this Participation Agreement do not affect its interpretation.

## 4. **Data Protection**

4.1 For the purposes of this clause 4, the terms process, processes, processing, personal data, controller and data subject have the meanings given in the Data Protection Legislation. “Data Protection Legislation” means the Data Protection Law DIFC Law No. 5 of 2020, any applicable data protection laws including any subordinate legislation, regulation or guidance issued by the relevant authority.

4.2 The parties acknowledge that, for the purposes of the Data Protection Legislation, both the Trustee and the Employer are or may be the Controllers of personal data.

4.3 The parties shall comply with all applicable obligations imposed by, or made under, requirements of Data Protection Legislation which relate to their respective obligations under the Trust Deed and Rules.

4.4 Where either party (the “**Disclosing Party**”) discloses personal data whilst discharging its obligations under the Trust Deed and/or the Rules, the Disclosing Party will ensure that it has a lawful basis to disclose such data to the Recipient, and if required, shall obtain all necessary consents so that the personal data it provides to the Recipient can be lawfully used or disclosed by the Recipient in the manner and for the purposes anticipated by this Agreement. Each party shall ensure that all relevant privacy notices will be made available to the relevant persons in accordance with Data Protection Legislation.

4.5 The parties shall establish and maintain appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

- 4.6 Where personal data is lost, damaged, destroyed or subject to unauthorised access, the responsible party will take all steps required by applicable data protection legislation and regulation with respect to notification and remediation, and will provide the other party with immediate written notice of the breach.
- 4.7 Where either party receives a request, notice or communication from a data subject, the Dubai International Financial Centre Authority or any law enforcement authority, which impacts upon or requires input from the other party in any way, then it shall immediately notify the other party in writing together with full details of the same.
- 4.8 All personal data provided to the Trustee by the Employer will be processed in accordance with the Trustee's privacy policy (see [www.equiomgroup.com/privacypolicy](http://www.equiomgroup.com/privacypolicy)).

5. **Counterparts**

This Participation Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be an original.

6. **Choice of Law and Jurisdiction**

Clause 16 of the Trust Deed (Governing Law and Jurisdiction) applies to this Deed as to the Trust Deed and the Rules.

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**IN WITNESS WHEREOF** this Participation Agreement is executed as a deed by the parties hereto the day and year first above written.

**SIGNED AND DELIVERED** as a deed )  
for and on behalf of EQUIOM FIDUCIARY)  
SERVICES (MIDDLE EAST) LIMITED )

GIF signature

.....  
AUTHORISED SIGNATORY

GIF signature

.....  
AUTHORISED SIGNATORY

SIGNED AND DELIVERED as a deed )  
by *EMPLOYER* )  
)

.....  
AUTHORISED SIGNATORY

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