QUEST
RETIREMENT SOLUTIONS

PERSONAL RETIREMENT BOND

PRB Terms & Conditions

Personal Retirement Bond Conditions

This document sets out the Terms and Conditions of your Personal Retirement Bond (PRB) which, alongside the General Terms of Business, the Contract Confirmation Letter and the Investment Certificate which refer to these conditions are evidence of your contract of investment between us (Quest Retirement Solutions Ltd) and you (the PRB Bondholder). The contract is based on the application you made to us, and the information contained therein. Quest Retirement Solutions Ltd acts as Trustee of QRS Unit Trust and administrator of your PRB.

This PRB is a contract approved by the Revenue Commissioners under Chapter 1 Part 30 Taxes Consolidation Acts 1997 and no alteration to the terms of this policy can be permitted unless prior approval has been received from the Revenue Commissioners. No benefit payable by this policy shall be capable of being surrendered, commuted or assigned except as permitted under Chapter 1 Part 30 Taxes Consolidation Act 1997.

Please keep these conditions and all schedules in a safe place as payment of your benefits may be delayed if they are lost. Please ensure that you seek independent legal advice regarding how your PRB assets are recorded in your last will and testament.

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Section One: Definitions

In this document, the following words or expressions shall have the meanings respectively ascribed to them. Except where inconsistent with the context, words importing the masculine shall include the feminine and words importing the singular shall include the plural and vice versa.

"You", ***"your"*** or ***"yours"*** means the client on whose behalf we are entering into a transaction.

"Quest Retirement Solutions Ltd", ***"QRSL"***, ***"Firm"***, ***"us"***, ***"we"*** or ***"our"*** means Quest Retirement Solutions Ltd and includes our successors and assignees.

"Alternative provider'' means any person or firm (other than QRSL) authorised by law to transact PRB business in Ireland.

"Bondholder" means the beneficial owner of the PRB assets held in an individual referential trust of the QRS Unit Trust, being an exempt unit trust.

"Connected Person" means any connected person as defined in Section 10 of the Taxes Consolidation Act 1997 (as amended).

"Dependant" means the Bondholder's spouse, child or other person where such other person is wholly or substantially dependent on the Bondholder for the ordinary necessaries of life.

"Employer" means the Employer in respect of withdrawal from whose service, or other circumstances, a premium has been applied to the Bond on behalf of the Bondholder.

"Final Remuneration" means the Bondholder's final remuneration at the date of withdrawal from the service of the Employer, as specified in the application form, appropriately averaged in the case of a 20% Director and calculated in such a manner as is in accordance with the practice of the Revenue Commissioners, increased in proportion to the increase in the cost of living as measured by the Consumer Price Index from the date of withdrawal from the service of the Employer up to the Vesting Date as defined in Section 3 hereof, or the date of death of the Bondholder if earlier. Where the Bondholder is a 20% Director, his remuneration will be increased as detailed above only in the case of death or where at least two thirds of the benefits to which he is entitled from all schemes of the Employer and all annuity policies derived from the same pensionable employment are taken in a non-commutable annuity form.

"Management Charge(s)" mean amounts that QRSL deducts at regular intervals from the value of the PRB. Further details are provided in Section 2.

"Normal Retirement Date" means the date specified on the Contract Confirmation Letter.

"Personal Retirement Bond", ***"PRB"***, ***"Bond"*** means this a contract approved by the Revenue Commissioners under Chapter 1 Part 30 Taxes Consolidation Acts 1997.

"Premium" means any amount paid under the terms of this contact including the initial premium.

"Purchasing Scheme" means the retirement benefits scheme as specified on the Investment Certificate where the Trustees thereof have directly or indirectly paid a Premium on behalf of the Bondholder.

"QRS Unit Trust" is the closed ended exempt unit trust operated by QRSL to facilitate the holding of all assets of permitted investors including your PRB. All cash, property and other PRB assets will be held in an individual Referential Trust of the QRSL Unit Trust. Each individual Referential Trust will be designated in the name of the PRB Bondholder and it is your responsibility to ensure you have received a copy of the QRS Unit Trust documentation and to take professional legal advice. The assets held in the QRS Unit Trust are not pooled with other clients and they are not held on the balance sheet of QRSL. The assets are readily identifiable as assets of the Bondholder.

"Retained Dependant's Pension" means a pension to which the respective Dependent of the Bondholder is entitled on his death under the scheme(s) of the employer and all annuity policies derived from the same pensionable employment or under schemes of previous employers

"Retained Lump Sum Benefits" means lump sums to which the Bondholder is entitled under other schemes of the employer and all annuity policies derived from the same pensionable employment or under schemes of previous employers and includes:
1. Lump sums received or receivable from any scheme including sums received or receivable in commutation of pension.
2. Sums received or receivable in commutation of retirement annuities under a self-employed contract.
Provided that benefits at (1) and (2) may be ignored if they do not exceed €1,270 in all or such greater amount as the Revenue Commissioners shall permit.

"Retained Pension Benefits" means benefits to which the contract holder is entitled under other schemes of the Employer and all annuity policies derived from the same pensionable employment or under schemes of previous employers and includes:
1. Pensions, whether deferred or already in payment, including any part or a deferred pension which is commutable.
2. The annuity equivalent of lump sums received or receivable, including any already received in commutation of pension.
3. Where so required by the Revenue Commissioners retirement annuities under a self-employed contract.

Provided that benefits at (1), (2) and (3) may be ignored if their annuity equivalent does not exceed €330 per annum in all, or such greater amount as the revenue commissioners shall permit.

"Start Date" is the date the contract commences, as per your Contract Confirmation Letter.

"Vesting Date" is the date from which an annuity holder starts receiving the policy benefits of a regular stream of income.

"20% Director" means an individual who, either alone or together with his spouse and minor children, is or was within three years before withdrawal from service of the Employer, the beneficial owner of shares which, when added to any shares held by the Trustees or any settlement to which the Director or his spouse had transferred assets carry more than 20% of the voting rights in the Employer or in a company which controls the Employer.

Section Two: General Conditions

This section sets out the general terms relating to your PRB investment. These should be read very carefully.

1. ADMINISTERING THE PRB

You must provide us with any information or evidence which we need to administer the PRB.

In order to pay benefits we may need any one or more of the following:

(i) the Investment Certificate;
(ii) where a benefit is payable on your death, the death certificate;
(iii) proof that the person making a claim is entitled to do so;
(iv) any other documents relevant to the PRB investment;
(v) any other information that is appropriate to ensure that the benefit is paid in accordance with the PRB;

We have relied on information given by you to us to set up this contract. If you did not disclose a material fact, we may not pay a claim or we may stop this investment or charge an increased fee. A material fact is one which is likely to influence our decision to accept an application.

Any change in your circumstances between completing the application and Start Date must also be disclosed.

We can alter this PRB contract (or issue another in its place) if:
(a) The Revenue Commissioners remove approval of the contract;
(b) It becomes impossible or impractical to carry out any of the investment terms because of a change in the law or any other circumstance;
(c) The tax treatment changes or this PRB contract is altered by legislation;
(d) It becomes impossible or impractical to administer the PRB.

2. PAYMENT OF PREMIUMS

- Where the single transfer payment is being received from Purchasing Trustees, it is the responsibility of the Purchasing Trustees to ensure the single transfer payment is received by QRSL. Where the single transfer payment is the proceeds of another Revenue approved Buy-Out-Bond it is your responsibility to ensure the single transfer payment is received by QRSL.
- A receipt for any premiums paid will not be valid unless it is on QRSL printed form.
- Your single transfer payment is due on the Start Date, as shown in the Contract Confirmation Letter. Unless this is received, QRSL will have no liability in respect of this contract.

3. LIQUIDITY

Sufficient liquidity must be retained in the PRB to cover estimated fees, charges and levies etc. (where applicable). QRSL reserves the right to amend our liquidity requirements on a case-by-case basis. A minimum of at least two years estimated liquidity requirements must be held in all instances. QRSL have the power to dispose of assets held within the PRB if required to meet liquidity requirements that arise.

4. CHARGES

QRSL will deduct a management charge as a percentage of your investments subject to our stated minimum fees. The management charge percentage is specified in the Contract Confirmation Letter. QRSL will deduct the management charge either directly from the unit funds or from the PRB bank account or a combination of these methods. This annual charge is payable yearly in advance on the anniversary date of the contract set up.

QRSL may alter the management charge levied on your PRB. QRSL will inform you in writing two months in advance of any change to the management charge. QRSL also reserve the right to charge additional fees on investments via our structures that result in extra services e.g. if directors of QRSL are required to attend the closing of a property in a solicitors office or attend a notary public then we reserve the right to charge for our time. In particular a standard administration charge applies to the purchase of property via your PRB. Details of these charges are available upon request.

QRSL will deduct the amount of any Government stamp duty and levies, if any, from your bank account. Certain deposit institutions may remunerate QRSL for deposit business while others do not. Any such payments will not be offset against QRSL standard fees as ultimately it is the PRB Bondholder's decision as to where all accounts will be held.

5. TERMINATION AND WINDING UP

In certain circumstances the PRB may be terminated by either party in the following circumstances:

- Where either QRSL or the Bondholder of the PRB gives one months' written notice of the proposed termination.
- Within one month of the Bondholder failing to pay QRSL fees in accordance with the fee agreement.
- Within one month of the date when there are no longer any funds in the PRB.
- Within one month of the Bondholder breaking any of the terms and conditions as notified in writing by QRSL.

QRSL will terminate the PRB by:

- Transferring the PRB to a pension arrangement with an alternative pension provider in the name of the Bondholder.
- On death the assets will be dealt with in accordance with the instructions of the personal representatives and/or as part of probate/administration.

Once the PRB is terminated QRSL will not be liable for any aspect of the PRB.

6. CHANGES TO TERMS AND CONDITIONS

QRSL reserves the right at any time, with the prior confirmation of same to the PRB Bondholder, to amend, alter, modify or substitute all or any of these Terms and Conditions, provided that no such amendment shall be made which would conflict with the provisions of Chapter 1 Part 30 of the Taxes Consolidation Acts 1997, which are applicable to PRBs.

7. EFFECTIVE DATE OF TERMS AND CONDITIONS

The effective date of these terms and conditions is the date the PRB application is signed.

Section Three – Retirement Benefits

This section explains what is payable on retirement.

BENEFIT AT RETIREMENT

- You may retire at any time after 50 provided rules imposed by the Revenue Commissioners at the time are complied with.
- The benefit is the value of your investments. This benefit (less any lump sum benefit taken) is multiplied by an annuity rate to produce a retirement annuity. You will be informed of this scheme annuity rate at the date of retirement.
- Bondholders have the same entitlement under this scheme as under the previous pension.

OPTIONS AVAILABLE ON RETIREMENT

Provided rules imposed by the Revenue Commissioners at the time are complied with, you may choose to provide benefits on retirement, in one or more of the following forms:

(i) a tax-free lump sum retirement benefit;
(ii) a taxable lump sum retirement benefit;
(iii) a pension;
(iv) a contingent pension payable to your spouse or other dependants on your death;
(v) an Approved Retirement Fund (ARF);

The calculation of the annuity rate will take into account the form in which you take your benefits. The amount of the PRB that you can take as a tax-free lump sum retirement benefit will depend on whether or not you were a proprietary director of the company from whose pension scheme a transfer payment was made into this contract.

OPEN MARKET OPTIONS

At the date of retirement, you may elect to receive your annuity from another approved provider. In this instance, QRSL would make available to the other provider the value of your investments (less any lump sum benefit taken), to which will be applied an annuity rate calculated by the other provider. QRSL's liability under this contract will cease at this date.

FORMS OF BENEFITS

QRSL will ensure that the benefits which are paid conform with the Trustees' requirement regarding the form of benefits, as specified in the application form.

In the event that this policy has been affected by a transfer payment from another Revenue approved Buy-Out-Bond, then, unless QRSL has been furnished with the original application form which was completed by the Trustees, QRSL will not be responsible for ensuring that the benefits which are paid conform with the Trustees' requirements.

ANNUITY OPTIONS & ELECTIONS

Bondholder's Annuity

- The annuity shall commence, and the first payment in respect thereof shall fall due, on the first day of the month following the Vesting Date.
- At the election of the Bondholder, the annuity shall be paid on any one of the following basis:
    (i) for his lifetime only
    (ii) for his lifetime with a guaranteed period of 5 years from the commencement date of the annuity
    (iii) for his lifetime with a guaranteed period of 10 years from the commencement date of the annuity

Provided that where the guaranteed period is five years and the Bondholder dies before five years instalments have been paid then the value of the outstanding instalments as determined by the annuity company shall be dealt with in accordance with Revenue practice.

Provided further that where the guarantee period is ten years and the Bondholder dies before ten years instalments have been paid then the annuity for the remainder of the guaranteed period shall continue to be paid to such person or persons, as if such benefit were in taxable lump sum form. All such benefits will be paid in accordance with current legislation and Revenue guidelines as currently set out in Chapter 11 of the pension's manual.

- At the election of the Bondholder, the annuity may be of a level amount or may be of an amount increasing by a percentage not exceeding 3% per annum compound (or such other percentage as the Revenue Commissioners shall permit)

Dependent's Annuity

- At the election of the Bondholder on or before the Vesting Day, an annuity may be paid to one or more of the Bondholder's Dependants subject to the limits as set out in Section 6.
- Any such annuity shall commence on the death of the Bondholder on or after the Vesting Day except where the annuity payable to the Bondholder is guaranteed for 10 years and in such event the annuity shall commence on the day following the end of the guarantee period or on the death of the Bondholder (whichever is the later)
- At the election of the Bondholder, any such annuity may be of a level amount or may be an amount increasing by a percentage not exceeding 3% per annum compound (or such other percentage as the Revenue Commissioners shall permit).
- Any such annuity shall be payable for the life of the dependent except where the dependent is a child of the Bondholder in which event the annuity shall be payable until attainment by the child or age 18, or age 21, if in receipt of full time education, or on the child's death.

Section Four: Transfer Benefit

Before a benefit becomes payable you can elect to encash your investments and pay the proceeds as a transfer value to:

(i) the Trustees of another retirement benefit scheme approved by the Revenue Commissioners if you are now a member of this other scheme;

Or

(ii) A PRB approved by the Revenue Commissioners;

On payment of a transfer value, QRSL is no longer responsible for ensuring that benefits in respect of this transfer value are paid in accordance with any Trustees' requirements.

Section Five: Death Benefit

QRSL will pay a death benefit on proof of your death subject to Section 6- Revenue Limits. The death benefit is equal to the value of your investments on death. The amount of death benefit which may be paid in lump sum is limited under rules imposed by the Revenue commissioners. A lump sum of four times salary (plus a refund of your contributions) may be paid, unless subject to the Pensions Act 1990 preserved benefit rules.

However, if you are no longer working or if you are entitled to a death benefit from your current employment on your death before retirement, a lump sum of four times salary at the date of leaving service (increased in proportion of the increase in the Consumer Price Index between date of leaving service and date of death), together with an amount equal to any contributions made by you, may be paid. Any remaining death benefit must be paid in the form of annuities to your dependants.

Please note QRSL do not offer any tax advice on this product and the tax treatment of PRB assets is subject to change by the Revenue Commissioners. Please refer to www.revenue.ie or speak to your tax advisors.

Section Six: Revenue Limits

The actual benefits payable under this contract to or in respect of the Bondholder shall be limited to such aggregate amounts as will not exceed the maximum benefits, set out hereunder, calculated separately by reference to each distinct employment in respect of which a premium has been paid under the contract.

1. The amount of the Bondholder's annuity payable under the contract may not exceed the greater of;
   (i) when aggregated with all annuities and the annuity equivalent of all non-pension benefits received or receivable under all other retirement annuity policies derived from the same pensionable employment, one sixtieth of the Bondholder's Final Remuneration for each year or service with the Employer subject to a maximum of forty years and,
   (ii) after taking into account all Retained Pension Benefits such proportion of the amount which would be applicable under the following table as the number of years of service actually completed with the Employer bears to the number of years between the date of entry into service with the Employer and Normal Retirement Date (not exceeding forty years)

Years of service to normal retirement age	Expressed as a fraction of maximum approvable pension for a full career	Expressed as a fraction of final remuneration
1	1/10th	4/60ths
2	2/10ths	8/60ths
3	3/10ths	12/60ths
4	4/10ths	16/60ths
5	5/10ths	20/60ths
6	6/10ths	24/60ths
7	7/10ths	28/60ths
8	8/10ths	32/60ths
9	9/10ths	36/60ths
10 or more		40/60ths

2. The amount of the Bondholder's annuity which may be taken in lump sum form must bear the same ratio to the annuity as at the date of withdrawal from service but may not exceed the greater of;
   (i) when aggregated with all other lump sum benefits received or receivable from all other retirement benefit schemes of the

Employer and all other annuity policies derived from the same pensionable employment, three-eightieths of the Bondholder's Final Remuneration for each year of service with the Employer subject to the maximum of forty years; and
(ii) after taking into account all Retained Lump Sum Benefits such proportion of the amount which would be applicable under the following table as the number of years of service completed with the Employer bears to the number of years between the date of entry into service with the Employer and Normal Retirement Date (not exceeding forty years)

Years of Actual Service	Fraction of Final Remuneration
1-8 years	3/80ths for each year
9	30/80ths
10	36/80ths
11	42/80ths
12	48/80ths
13	54/80ths
14	63/80ths
15	72/80ths
16	81/80ths
17	90/80ths
18	99/80ths
19	108/80ths
20 or more	120/80ths

Provided always that the lump sum benefit is not restricted where the annuity equivalent of all benefits received or receivable under all retirement benefit schemes of the Employer and all other annuity policies derived from the same pensionable employment is less than €330 per annum (or such higher limit as may be prescribed by the Revenue Commissioners from time to time) or where QRSL is satisfied that the Bondholder is in exceptional circumstances of ill health.

3. The amount of any one Dependant's annuity (including any Retained Dependant's Benefits) shall not exceed two-thirds of the maximum pension which could be provided for the Bondholder under this contract (exclusive of Retained Pension Benefits) and the aggregate amount of all Dependants's annuities (including aggregate Retained Dependant's Pensions) shall not exceed the maximum pension which could be provided for the Bondholder under this contract (exclusive of Retained Pension Benefits).

4. The amount of the lump sum death benefit under Section 5 may not exceed;
(i) Four times the Bondholders Final Remuneration; plus
(ii) A return of the value, as represented under the contract, of the total of the Bondholder's own personal contributions. Provided always that such lump sum is calculated after taking into account all other lump sums provided on death under all retirement benefit schemes of the Employer, and all other annuity policies derived from the same pensionable schemes or a self-employed contract, except only such amounts as the Revenue Commissioners will permit to be ignored. Provided further that for the purposes of this sub-clause the proviso in the definitions of "Final Remuneration" relating to 20% Directors need not apply.

5. The rate of increase in excess of 3% p.a. compound applied to any annuity in the course of payment shall be restricted so as not to cause the annuity at any time to exceed the maximum annuity payable under this clause increased by the corresponding aggregate increase in the Consumer Price Index since the commencement of payment of the annuity.

Section Seven: Investment Options

All investments within your PRB must be arranged in conjunction with your Financial Broker. QRSL retain the right to not proceed with any investment within your PRB where a Financial Broker has not co-signed a QRSL Investment Instruction & Declaration Form.

As the Bondholder directing the investment of your PRB, you should be aware of certain investment restrictions which apply to your PRB. These restrictions arise from:

- The Revenue Commissioners, as a condition of approval of your PRB. Contravening these restrictions will trigger a tax liability for your PRB.
- Tax legislation (Section 779A Taxes Consolidation Act 1997) which creates a tax liability where certain transactions are made by your PRB.

ALLOWABLE INVESTMENTS

Here are some examples of what investments can be made by your PRB. These are not exhaustive lists but give you an indication of the flexibility and range of your investment choice under a PRB. With some of the investments there are specific Revenue rules which you can discuss with your Financial Broker.

- Approved property, land and property syndicates
- Shares in private companies (subject to certain restrictions)
- Quoted equities on recognised worldwide stock exchanges
- Gilts, bonds and fixed interest stocks
- Investment trusts
- Unit trusts
- Insurance company funds
- Bank and building society deposits
- Offshore managed funds
- Copyrights
- Loan notes

PROHIBITED INVESTMENTS

The following investments and transactions are prohibited for your PRB:

- Buying assets from or selling assets to yourself, or anyone connected* with you
- A loan from your PRB to yourself or to anyone connected with you, including to your employer
- Shares, loans, debentures, etc. in the business of anyone connected to you
- Tangible moveable assets, such as works of art, wine, gold, jewellery, cars, yachts, racehorse, technology devices, etc.
- Residential or holiday properties, to be used by you or by anyone connected with you for this purpose
- Commencement of the personal use by you, or by anyone connected with you, of a residential or holiday property previously held by the PRB as an arm's length investment
- Commencement of the use for business purposes by you, or by anyone connected with you, of a property previously held by the PRB as an arm's length investment
- Shares, loan notes, debentures, etc. in a company which is a 'close company'**, at a time when you, or anyone connected with you, is already an investor in that company
- An investment (including joint investment with others) in an investment fund where someone connected with you is an investor and there is an arrangement by which the value of that other person's holding in the fund can increase at the expense of the value of your PRBs holding in the fund
- The acquisition of a property where any one of the following would apply:
    - The vendor is not at arm's length to you or anyone connected with you;
    - The property is to be held for only a short period and then sold on;
    - The property is to be used in a business you are involved in, or anyone connected with you is involved in;
    - The property is to be developed and then sold on, within a short period;
    - The purchase of the property would leave insufficient liquidity in your PRB to provide benefits on retirement and death, and for annual fees;

N*ote: Any renovation or works carried out on a property held within the ARF must be completed on an "arms-length" basis i.e. by providers, contractors etc that have no connection to the ARF beneficiary. Invoices should be issued by the builder /contractor and must be issued to the ARF and reference the property address.*

*Connected Parties
Definition of connected person as per the TCA 1997 includes:
1. A person shall be connected with an individual if that person is the individual's husband or wife, or is a relative, or the husband or wife of a relative, of the individual or of the individual's husband or wife.
2. A person shall be connected with any person with whom such person is in partnership, and with the spouse or a relative of any individual with whom such person is in partnership.
3. A company shall be connected with another company—
(a) if the same person has control of both companies, or a person (in this paragraph referred to as "the first-mentioned person") has control of one company and persons connected with the first-mentioned person, or the first-mentioned person and persons connected with the first-mentioned person, have control of the other company, or
(b) if a group of 2 or more persons has control of each company, and the groups either consist of the same persons or could be regarded as consisting of the same persons by treating (in one or more cases) a member of either group as replaced by a person with whom such member is connected.
4. A company shall be connected with another person if that person has control of the company or if that person and persons connected with that person together have control of the company.
5. Any 2 or more persons acting together to secure or exercise control of, or to acquire a holding in, a company shall be treated in relation to that company as connected with one another and with any person acting on the direction of any of them to secure or exercise control of, or to acquire a holding in, the company. Please see Section 10 of the Taxes Consolidation Act 1997 for full clarification

**Close Company
Investments by your PRB in a close company (or in a company which would be a close company if resident in the State) are prohibited if you or

anyone connected with you are already an investor, e.g. shares or loans, in that company. For this purpose a 'close company' is defined in Section 10 Taxes Consolidation Act 1997 and includes a company:

• under the control of five or fewer investors in the company; or
• under the control of its directors who are all investors in the company.

Most Irish resident companies are 'close' companies. A company owned by a small number of individuals, or a family company will likely be a close company. However, most companies listed on the stock exchange will likely not be close companies.

Important:
We believe the above to be correct as at January 2023. However Revenue practice and legislation can change. We recommend you discuss the above with your Financial Broker before looking to arrange any investment via your PRB.

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