INVESTMENT INSTRUCTION & DECLARATION

QUEST RETIREMENT SOLUTIONS

Pension Name _____ (The "Fund")

Beneficial Owner Name _____ Investor Type: ARF ☐ PRB ☐ PRSA ☐

Fund / Investment Name	Amount to be invested		
	€	/	%
	€	/	%

Please supply all marketing and compliance documentation relating to the proposed investments including but not limited to; application forms, loan/investment agreements, brochures, information memorandums etc. Quest Retirement Solutions Ltd ("Quest") will review these documents to determine the potential for the investment(s) to be made via a pension structure under pensions tax legislation, Revenue Commissioner guidance, the Pensions Acts and / or any other applicable regulation. Note that sufficient liquidity to cover estimated fees, charges, distributions and levies etc. (where applicable) for a period of at least two years must be retained in the fund on an ongoing basis in all instances. Quest reserves the right to amend our liquidity requirements on a case-by-case basis.

INSTRUCTION

I authorise Quest Retirement Solutions Ltd to complete and sign any relevant documentation to invest in the above investment(s) and to transfer the sum(s) noted in respect of these investments.

DECLARATION

- I confirm and acknowledge the investment(s) is/are being undertaken at my request.
- I am aware of, understand and have taken such independent professional advice as I deem appropriate in connection with the quality, suitability and appropriateness of this investment for investment by my fund and its compliance with applicable legislation, guidelines and practices*.
- I understand that Quest will not be involved in providing investment advice in relation to investments selected above.
- I understand that values can go down as well as up.
- I consent to the provision of information to the Revenue Commissioners or any other regulatory body if requested in relation to this investment.
- I understand that if there is gearing (lending) involved in an investment there may be a higher degree of risk involved in that investment. All fees in the investment have been explained to me and I am satisfied with the fees.
- If I decide to exercise my cooling off option on an insured product, my fund will be refunded less the adjustment for any downward movement in the unit price from the date of the investment to policy cancellation date.
- By signing this form I am indemnifying Quest against any and all costs and claims incurred or suffered arising directly or indirectly out of the signing by Quest of the Investment application and/or making the investment or otherwise in connection with the investment.
- I understand that Quest is not carrying out any due diligence test for this investment and that I will have to rely on my own assessment.
- I understand that there is a requirement that my fund has flexibility to pay benefits in appropriate cases e.g. death or retirement and that as a consequence investments may need to be disposed of and all investments should be capable of being encashed at any time or at short notice. I release, indemnify and hold Quest harmless from or in respect of any loss suffered or crystallised as a result of the earlier than expected realisation of an investment.
- I understand that all investments must be established for the sole purpose of providing me with benefits in retirement. I confirm that I have no other interest in this investment and that it is wholly at arm's length from me and any persons connected to me as defined in Section 10 of the Taxes Consolidation Act 1997**.
- I agree that Quest shall not be liable for any loss or depreciation that may occur in an intended investment during the time taken from the signing of the instruction documentation by me to the time the funds are transferred.
- I understand that Quest retain the right to refuse an investment where it is deemed as not allowable under applicable legislation, guidelines and practices.
- I understand that Quest have the power to dispose of assets held within my fund if required.

Signature of Beneficial Owner: _____ Date D D / M M / Y Y Y Y

I confirm that I have met the above named client, explained the product to them and have given them suitable advice.

Broker Name: _____ Agency No. _____

Financial Broker Signature _____ Date D D / M M / Y Y Y Y

Warning: Please note that the provision of this product or service does not require licensing, authorisation, or registration with the Central Bank and, as a result, it is not covered by the Central Bank's requirements designed to protect consumers or by a statutory compensation scheme.

** A summary of current guidelines in relation to pension investment is detailed below for convenience only. Please also refer to your Quest ARF/PRB/PRSA product (as appropriate) terms and conditions for further information. Your Financial Broker will need to advise you of any changes affecting the guidelines whilst updates can also be obtained on the Revenue's website – www.revenue.ie*

SPECIFIC INVESTMENT CURRENTLY DISALLOWED

1. A loan to a connected party
2. The acquisition of property or other fixed assets from connected parties**
3. The purchase of property or land for development purposes
4. The acquisition of shares, debentures etc in any connected party, whether by subscription, bonus issue or other purchase from existing shareholders or by any other means
5. An investment in a close company*** where you or someone 'connected' to you is a participator
6. Investment in tangible moveable assets such as works of art, wine, gold, jewellery, cars, yachts, racehorse, technology devices, etc.

Note this list is not exhaustive.

**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 Consolidated Act 1997 for full clarification.

*** Please see Section 430/431 of the Taxes Consolidated Act 1997 for a definition of close company

DATA PROTECTION ACTS

Quest Retirement Solutions Ltd ('Quest Retirement Solutions') will keep the information you provide, for the purposes of, and in connection with, this application, about yourself and about third parties confidential. Quest Retirement Solutions will use it to administer this application and any subsequent appointment (agreement), and in order to comply with legal obligations imposed on it. Quest Retirement Solutions is committed to safeguarding your personal data through its obligations under the Data Protection Acts. Further details of our data processing practices and your data protection rights are included in our Data Protection Policy. This policy is available on our website and/or in hard copy format from Quest Retirement Solutions Ltd, Unit 2A Elm House, Millennium Park, Naas, Co. Kildare, W91 CX8V.

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