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# PERSONAL RETIREMENT BOND TERMS AND CONDITIONS

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Effective Date 1<sup>st</sup> January 2022

# Personal Retirement Bond (PRB) Terms & Conditions Booklet contains:

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**Please retain this booklet for your reference and records.**

## Definitions

**Application Date** means the Application date shown in the Schedule in respect of the initial or any subsequent transfer value.

**Company** means Cantor Fitzgerald Ireland Limited ("Cantor")

**Dependant** means the Bondholder's spouse, child or other person where such other person is wholly or substantially dependant on the Bondholder for the ordinary necessities of life.

**Employer** means the Employer specified on the Schedule and in respect of withdrawal from whose service, or other circumstances, a transfer value 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 4 hereof or the date of death of the Bondholder if earlier. Where the Bondholder is a 20% Director, their remuneration will be increased as detailed above only in the case of death or where at least two thirds of the benefits to which they are 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.

**Fund** means such contracts to which the Company may from time to time permit the benefits under this Agreement to be linked. The contract in each case is separately identifiable and maintained by the company for the purpose of calculating benefits under this Agreement and certain other contracts issued by the Company.

**Normal Retirement Date** means the date specified on the Application Form.

**Retained Dependant's Pension** means a pension to which the respective Dependant of the Bondholder is entitled on their death under other schemes of the Employer and all annuity policies derived from the same pensionable employment or under schemes of previous employers or by virtue of a Self-employed Contract and exceeding €330 per annum or such greater amount as the Revenue Commissioners shall permit.

**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;

(i) Lump sums received or receivable from any scheme including sums received or receivable in commutation of pension.

(ii) Sums received or receivable in commutation of retirement annuities under a Self-employed Contract. Provided that benefits at (i) and (ii) 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 PRB 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:

(i) Pensions, whether deferred or already in payment, including any part or a deferred pension which is commutable.

(ii) The annuity equivalent of lump sums received or receivable, including any already received in commutation of pension.

(iii) Where so required by the Revenue Commissioners retirement annuities under a self-employed Contract.

Provided that benefits at (i), (ii) and (iii) 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.

**20% Director** means an individual who, either alone or together with his/ her 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.

# PERSONAL RETIREMENT BOND TERMS AND CONDITIONS

## 1. General Conditions

This agreement outlines the terms and conditions (the "Terms") under which Cantor Fitzgerald Ireland Ltd ("Cantor") is willing to provide you with a PRB service. If you do not understand any of the Terms or wish to have further information in relation to any of the Terms, please let us know. You will also be bound by the Terms under which Cantor Fitzgerald Ireland Ltd ("Cantor") is willing to provide you with an account, which have also been provided to you in this Terms and Conditions Booklet.

You should read and consider the Terms carefully. If you are uncertain of the effect of any of these Terms, we recommend you seek independent legal or tax advice.

The Terms shall apply to all new and existing clients of Cantor from the Effective Date. For existing clients, the Terms shall supersede all previous agreements entered into between you and Cantor.

**It is important that you read these terms and conditions carefully and in full, as they set out the terms on which Cantor will act for you.**

### Regulatory status

Cantor's registered office is Cantor Fitzgerald House, 23 St. Stephen's Green, Dublin 2. Cantor Fitzgerald Ireland Ltd is a Member Firm of the Irish Stock Exchange ("ISE") and the London Stock Exchange ("LSE").

Cantor is authorised by the Central Bank of Ireland ("the CBI"), P.O. Box 559, Dublin 1. Contact details for the CBI: Tel: +353 1 224 6000, Fax: + 353 1 224 5550. In addition, the CBI has the following public helpline 0818 681 681 or + 353 (0) 1 224 5800 and may also be contacted via the following email address: enquiries@centralbank.ie.

### Contact details

Cantor has business offices at the following locations:

**Dublin:** Cantor Fitzgerald House, 23 St. Stephens Green, Dublin 2.

Tel: +353 1 633 3800.

**Cork:** 45 South Mall, Cork. Tel: +353 21 422 2122.

**Limerick:** Crescent House, Hartstonge Street, Limerick. Tel: +353 61 436 500.

You may contact Cantor on any of the above numbers or through our Client Services team on +353 1 633 3888 (fax: +353 1 633 3856/633 3857). Alternatively, you may email any query to Cantor at ireland@cantor.com.

Please see our Privacy Notice on our website at [www.cantorfitzgerald.ie](http://www.cantorfitzgerald.ie) for information in relation to how we collect personal information about you, how we use it and how you can interact with us about it. Please note that this may change from time to time.

We will communicate with you in English.

You must ensure that Cantor can communicate with you when deemed necessary by Cantor. It is your responsibility to provide Cantor with the most up to date contact information and to provide Cantor with a valid current correspondence address at all times.

The provision by you of an e-mail address for the purposes of carrying on business with us acknowledges that we may communicate with you by means of electronic communications.

### US persons

An account cannot be opened for you if you are a US person as we are not in a position to comply with the related US reporting requirements. For this purpose a US person is a citizen or a resident of the US, a partnership or corporation created or organised in the US or under the laws of the US or of any US State, and any estate or trust as defined by the US Internal Revenue Code. Any person holding a US passport regardless of country of residence is considered a US person.

You must satisfy yourself that you do not fall within this category of US person and in the event that an account is opened and you become aware that you do fall within this category you must notify Cantor immediately so that the account can be closed.

Cantor will not be liable in respect of any US reporting requirements which were not fulfilled during the period the account was open.

## 2. Transfer Value

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

- I. Where the single transfer value is being received from the purchasing trustees, it is the

responsibility of the purchasing trustees to ensure the single transfer value is received by the company. Where the single transfer value is the proceeds of another Revenue Approved Personal Retirement Bond, it is your responsibility to ensure that the single transfer value is received by the Company.

- II. Your single transfer payment is due on set up of the Cantor PRB Contract. Unless this is received, the Company will have no liability in respect of this agreement

### 3. Charges

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There is an annual PRB management charge which covers annual administration fees, investment fund charges, and valuations. The management charge percentage is specified in Cantor's published commission rate card, which is available on <https://cantorfitzgerald.ie/client-services/fees-and-charges/>

Cantor will deduct the management charge from the PRB account quarterly.

Cantor may increase the management charge to allow for the effect of inflation on expenses, as measured by the Consumer Price Index or some other suitable index of inflation. We will inform you in writing before any change to the management charge is made. Cantor also reserve the right to charge additional fees on investments in our structures that result in extra services.

In addition to the PRB management charge, Cantor's investment services' fee structures will apply, including but not limited to, investment transactions, as per the Cantor published commission rate card available on <https://cantorfitzgerald.ie/client-services/fees-and-charges/>

### 4. Retirement Benefit

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#### Benefit of Retirement

- You may be able to retire at any time from age 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 annuity rate at the date of retirement.
- Bondholders have the same entitlement under this PRB 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 accept benefits on retirement, in one or more of the following forms:

- (i) a tax-free Lump Sum Retirement Benefit (subject to Revenue limits);
- (ii) a taxable Lump Sum Retirement Benefit;
- (iii) a pension paid for life in line with Revenue regulations;
- (iv) a contingent Pension payable to your spouse or other dependants on your death; and/or
- (vi) an Approved Retirement Fund.

The calculation of the annuity rate will take into account the form in which you take your benefits. The amount of the Fund 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. Options (ii) and (vi) above are only available if you were a Proprietary Director, or if scheme rules permit it. These options may also be available on that part of your fund represented by Additional Voluntary Contributions. Payment of benefits will depend on legislation at the date you access your retirement benefits.

### Open Market Option

At the date of retirement, you may elect to receive your annuity from an approved provider. In this instance, Cantor 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. Cantor's liability under this contract will cease at this date.

### Form of Benefits

Cantor 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 Personal Retirement Bond, then, unless Cantor has been furnished with the original application form which was completed by the Trustees, Cantor will not be responsible for ensuring that the benefits which are paid conform with the Trustees' requirements

### 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;

- for their lifetime only;
- for their lifetime with a guaranteed period of 5 years from the commencement date of the annuity;
- for their 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 installments have been paid then the value of the outstanding installments as determined by the Annuity Company shall be dealt with in accordance with Revenue Practice.

Provided further that where the guaranteed period is ten years and the Bondholder dies before ten years installments 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).

### Dependant'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 7.

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 up to 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 dependant except where the dependant is a child of the Bondholder in this event the annuity shall be payable until attainment by the child of age 18, or age 21 (if in receipt of full time education), or on the child's earlier death.

## 5. Transfer Benefit

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

- The Trustees of another Retirement benefit Scheme approved by the Revenue Commissioners if you are now a Member of this other scheme; or
- A Personal Retirement Bond approved by the Revenue Commissioners.

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

## 6. Death Benefit

The Company will pay a Death Benefit on proof of your death subject to Section 7 - Revenue Limits.

The Death Benefit is equal to the value of your Investments on Death, which will be paid out in accordance with the point below.

The amount of Death benefit which may be paid in lump sum form is limited under rules imposed by the Revenue Commissioners. A lump sum of four times salary (plus a refund of your personal contributions) may be paid, unless subject to the Pensions Act 1990 preserved benefit rules. Any remaining Death Benefit may be used to purchase an annuity, or invest in an Approved Retirement Fund for dependents. The rule for the payment of preserved benefits on death is that value of the benefit is paid to the estate even if this exceeds the Revenue limit of four times salary limit.

## 7. Revenue Limits

The actual benefits payable under this Agreement to or in respect of the Bondholder shall be limited to such aggregate amounts as will not exceed the maximum benefits in accordance with current legislation and Revenue guidelines as currently set out in chapter 7 of the Pension's Manual. Benefits will be calculated separately by reference to each distinct employment in respect of which a transfer value has been paid under the Agreement.

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 Section the proviso in the definitions of "Final Remuneration" relating to 20% Directors need not apply.

## 8. Termination and winding up

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

- a) the effective date of notice where either the PRB Holder or Cantor as the PRB Provider gives three

month's written notice of the proposed termination of these Terms;

- b) within one month where the PRB Holder fails to pay Cantor's fees as PRB Provider in accordance with these Terms;
- c) the date on which there are no longer any funds in the PRB after deduction of expenses due;
- d) within one month of the PRB Holder breaking any of these Terms, as notified in writing by Cantor to the PRB Holder;
- e) if, in the opinion of Cantor as PRB Provider, the PRB Holder fails to comply with any of the provisions of the PRB, which apply to it as an PRB Holder, or the PRB Holder fails to communicate with Cantor, the effective date of a written notice given by Cantor to the PRB Holder if, by that date, the PRB Holder fails to comply with the action required to remedy its non-compliance or non-communication; or
- f) the date of death of the PRB Holder.

As soon as practicable after the effective date of termination, Cantor shall wind up the PRB by:

- a) transferring to a PRB with another PRB Provider in the name of the PRB Holder;
- b) transferring to another retirement benefit scheme approved by the Revenue Commissioners that can accept a transfer from the PRB.

The abovementioned transfers would be in respect of the entire assets comprising PRB after accounting for the payment of or the settling aside of monies to meet all costs, charges and expenses, including taxes and levies.

On the death of the PRB Holder distributions shall be made in accordance with section 6 of these Terms.

## 9. Complaints

If you have a complaint you should notify our Head of Compliance in the first instance and we will deal with your complaint promptly. Please address your correspondence to the Head of Compliance, Cantor Fitzgerald Ireland Limited, Cantor Fitzgerald House, 23 St. Stephen's Green, Dublin D02 PR50.

Where you make a complaint, we will endeavor to resolve your complaint as quickly as possible but in any event we will acknowledge receipt of your letter within 5 business days. The acknowledgement sent will include a full copy of our internal complaints handling procedure depending on the nature of the complaint. Upon resolution of your complaint we will send you a final response letter, which

sets out the nature of our response of any proposed resolution, and any appropriate remedy. If for any reason you are not satisfied with our final response, please note that you may be entitled to refer your complaint to the Financial Services and Pensions Ombudsman. Further details relating to the Financial Services and Pensions Ombudsman, including how to make a complaint, are available at [www.financialombudsman.ie](http://www.financialombudsman.ie), by telephone on +353 1 567 7000, or by writing to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Cantor's complaints policy is available on our website, [www.cantorfitzgerald.ie](http://www.cantorfitzgerald.ie).

## 9. Data Protection

In Ireland Cantor is registered as a Data Controller with the Office of the Data Protection Commissioner.

Please see Cantor's Privacy Notice on our website at [www.cantorfitzgerald.ie](http://www.cantorfitzgerald.ie) for information in relation to how we collect personal information about you, how we use it and how you can interact with us about it. Please note that this may change from time to time.

Cantor may store, use or otherwise process personal information about you which is provided by you. The purposes for which Cantor can store, use or process such personal information are providing the services under these Terms and other purposes closely related to those activities. This includes (but is not limited to) using information for the purposes of credit and anti-money laundering enquiries or assessments. In Ireland Cantor has made all the appropriate notifications in accordance with applicable data protection legislation.

Any information that Cantor holds about you is confidential to you and will only be used in connection with providing services under these Terms (as set out in more detail in Cantor's published privacy notice). Information of a confidential nature will be treated as such provided that such information is not already in the public domain. Cantor will only disclose your information to third parties in the following circumstances:

- (a) if required by law or if requested by any regulatory authority or exchange having control or jurisdiction over you, us or any associate of us;
- (b) to investigate or to prevent fraud, market abuse or other illegal activity;
- (c) in connection with the provision or services to you by us;
- (d) in connection with the provision of payroll services to an external provider;
- (e) for purposes closely related to the provision of the services or the administration of your account

including without limitation for the purposes of credit enquiries or assessments;

- (f) if it is in public interest to disclose such information; or
- (g) at your request or with your consent.

The restrictions on the use of confidential information described above are subject at all times to a general provision that Cantor may disclose your information to certain permitted third parties including members of their own respective groups (associates) and their respective professional advisors (including accountants and lawyers) who are subject to confidentiality codes.

Cantor will not sell, rent or trade your personal information to any third party for marketing purposes unless you give express consent.

You should note that by signing or otherwise accepting these Terms, you agree that Cantor are allowed to send your information internationally including to countries outside the EEA such as the United States of America. Some countries where your information is sent will offer different levels of protection in relation to personal information, not all of which will be as high as Ireland. However, Cantor will always take steps to ensure that your information is used by third parties only in accordance with Cantor's privacy policy.

You are entitled to a copy of any information Cantor holds about you (for which we may charge an administration fee where permitted by law). To request such information you should direct your request in writing to Cantor at [PrivacyIreland@cantor.com](mailto:PrivacyIreland@cantor.com) or to the Head of Compliance, Cantor Fitzgerald Ireland, Cantor Fitzgerald House, 23 St. Stephen's Green, Dublin 2. You should let us know if you think any information Cantor holds about you is inaccurate and we will correct it.

You may have other rights in relation to your personal data which apply in certain circumstances and which are described in more detail in our Privacy Notice. You may exercise any of your data protection rights by writing to us using the abovementioned contact details. We are entitled to take any reasonable steps necessary to establish your identity in relation to any amendment, access or deletion requests and may, at our discretion, require proof of identity or other documents from you before proceeding with any such request.

By agreeing to these Terms you acknowledge the processing of your information in accordance with this Clause 9.

## 10. Conflicts of Interest



For full information on conflicts of interest, please refer to our Conflicts of Interest Policy Summary, which is on the Cantor website at [www.cantorfitzgerald.ie](http://www.cantorfitzgerald.ie)

Amendments to Cantor's Conflicts of Interest Policy Summary will be made on the Cantor website. You acknowledge and deal with Cantor on the basis that when we are dealing with you, we, an associated company or some other person connected with us, may have an interest, relationship or arrangement that is relevant to that investment, transaction or service. We have arrangements in place to identify any conflicts of interest that may arise. Notwithstanding this, potential conflicts of interest may arise in the course of Cantor providing services to you, and in accordance with our Conflicts of Interest Policy, we will take all reasonable steps designed to prevent or manage such conflicts from adversely affecting your interests.

You acknowledge that Cantor nor any of its associates are required to disclose or account to you for any profit made as a result of acting in any manner described above.

## 11. Amendment of these Terms

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Cantor reserve the right to alter these Terms at any time, upon giving of no less than 10 business days' notice in advance. No such amendment shall be made which would conflict with the provisions of Chapter 1 Part 30 of the Taxes Act. Cantor will notify Clients of changes to these Terms by posting updates on its website, [www.cantorfitzgerald.ie](http://www.cantorfitzgerald.ie). You should, therefore, periodically refer to this website for updates. By agreeing to these Terms you are deemed to have consented to the provision of information in this form and you are deemed to have consented to any alteration to these Terms if Cantor does not receive notification otherwise from you in writing within the time that the changes were notified to you and their coming into effect. No amendment will affect any order or transaction or any legal rights or obligations that may already have already arisen.

## 12. Provision of information

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Certain information will be made available to you via our website [www.cantorfitzgerald.ie](http://www.cantorfitzgerald.ie) and by agreeing to these Terms you consent to the provision of information by means of Cantor's website.

Information contained within Cantor's website [www.cantorfitzgerald.ie](http://www.cantorfitzgerald.ie) is provided in accordance with and subject to the laws of the Republic of Ireland. Those laws govern the conduct and operation of Cantor's website. The courts of the Republic of Ireland have exclusive jurisdiction over all claims or disputes arising in relation to, out of, or in connection with our website, the information contained within and its use.

Cantor's website is not intended for distribution to, or use by, any person in any country where such distribution or use would be contrary to local law or regulation. None of the services or investments referred to in these Terms are available to persons resident in any country where the provisions of such services or investments would be contrary to local law or regulation.

The information provided in Cantor's website is subject to change without notice and is continuously updated. Cantor reserves the right in its sole discretion to cancel, terminate, or suspend its website, or any information contained within, at any time and without prior notice.

Cantor's website may provide hypertext links to sites which are not operated, controlled or maintained by Cantor. We do not accept responsibility for the content of any of these websites or for any loss or damage arising either directly or indirectly as a consequence of you accessing them.

Cantor will not provide information via their website that includes any confidential information or personal data relating to you.

## 13. Governing Law

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These Terms will be governed by the laws of the Republic of Ireland and all parties will submit to the non-exclusive jurisdiction of the courts of Ireland.



**DUBLIN:** Cantor Fitzgerald House, 23 St. Stephen's Green, Dublin 2, Ireland. Tel : +353 1 633 3800. Fax : +353 1 633 3856/+353 1 633 3857

**CORK:** 45 South Mall, Cork. Tel: +353 21 422 2122.

**LIMERICK:** Limerick: Crescent House, Hartstonge Street, Limerick. Tel: +353 61 436 500.

**email:** ireland@cantor.com **web:** www.cantorfitzgerald.ie

Cantor Fitzgerald Ireland Ltd is regulated by the Central Bank of Ireland. Cantor Fitzgerald Ireland Ltd is a member firm of the Irish Stock Exchange and the London Stock Exchange.