

# Trust or Contract QROPS Pioneer Retirement Plan / Pathfinder Retirement Scheme

MALTA - APPLICATION

## > Introduction

To become a member of the Scheme, applicants should complete, sign and return this application form in its original format along with the below requested certified documents and necessary supporting applications for any underlying appointments or investments and evidence of source of wealth and funds.

### Client due diligence documentation

- Certified copy of the applicant's current passport
- Original or certified copy of the applicant's bank statement or utility bill showing their home address which is dated within the past three months.

Please note that certified copies of documents can only be accepted if they are certified by one of the following: A regulated and qualified financial adviser, a lawyer or notary public, an actuary, an accountant holding a recognised professional qualification or a director or manager of a regulated financial services business operating in an "equivalent jurisdiction" to Malta. The Certifier must write the following words on the photocopy:

1. "Certified as a true copy of the original [document name] of [bearer's full name], which I have seen." And;
2. Where the document bears a photograph of the holder: "The photograph contained therein is a true likeness of the holder, who I have met."
3. Where the document is written in a language other than English, the document must be translated and the certifier must state "I hereby certify that the English text herein is an accurate translation of the original text."

The Certifier must sign and record, in block capitals, his/her full name, the capacity in which he/she is signing, date of certification and their full contact details.

Please also note that all documents must be clear and easily legible and certified within the last three months. Identity documents containing photographs must include all four corners of the document and it is recommended for such documents to be sent in colour. Praxis will not accept any documents which are deemed by it to fall short of its internal policies and its regulatory obligations.

**If you wish Praxis to invest into a life assurance bond, with a discretionary fund manager or purchase an annuity, please provide additional copies of the certified due diligence information for onwards transmittal. The copy requested above is for Praxis' records and must be retained by Praxis. Additional copies may also be requested by any ceding pension(s) which must be supplied.**

Relevant information for transferring pensions:

| Plan name                        | Trust Based Scheme<br>Pioneer Retirement Plan  | Contract Based Scheme<br>Pathfinder Retirement Scheme |
|----------------------------------|--|---|
| HMRC reference number            | 900554   | 900281  |
| Country where plan is registered | Malta  |   |
| Trust/Administrator              | Praxis PES Malta Limited   |   |
| Address                          | Avenue 77, Block E, Level 2, Triq in-Negozju, Zone 3, Central Business District, CBD 3010, Malta |   |
| Contact number                   | + 356 22 193 800   |   |
| Contact email                    | PES.Malta@praxisgroup.com  |   |
| Plan manager ID                  | QSM049237X   |   |

**Section 1: Personal details**

Mr  Mrs  Miss  Ms  Other (please specify)

Surname

Gender

Nationality(ies)

Marital status

Passport place of issue

Date left the UK (DD/MM/YYYY) (if applicable)

Forename/s

Any previous names

Date of birth (DD/MM/YYYY)

Domicile

Passport number

Passport expiry date (MM/YYYY)

National insurance no.

**Tax residency**

Country/countries of tax residency



Tax Identification Number\* (TIN)



If a TIN is unavailable, tick A, B or C

A  B  C

A  B  C

\*If a TIN is unavailable please provide appropriate reason A, B or C:

A. The country/jurisdiction where you are resident does not issue TIN's to its residents

B. I am unable to obtain a TIN and provide an explanation below



C. No TIN is required as the domestic law of the relevant jurisdiction does not require the collection of a TIN issued by such jurisdiction

**Please note**

If you are tax resident in more than two jurisdictions, please provide the information requested above for each jurisdiction in a covering note with the application form. Should you change your tax residency, you are required by law to inform Praxis immediately and no later than 60 days of the change occurring.

Please confirm if you are a US-connected individual - or intend to become one (i.e. a US citizen, US resident or a green card holder)

Yes

No

If yes, please provide your social security number

**PEP status**

Do you consider yourself to be a politically exposed person?

Yes

No

**Politically Exposed Person (“PEP”) Definition**

A PEP is defined as a natural person who is or has been entrusted with prominent public functions and includes his/her immediate family members or persons known to be close associates of such persons, but shall not include middle ranking or more junior officials. For further information, or if you are unsure if you or your family meet this definition, please contact Praxis directly or via your adviser.

**Residential contact details**

Current residential address (PO Box address is not sufficient)

|  |          |
|--|----------|
|  | Postcode |
|  |          |

Country

Mobile number

Email address

Secondary contact number

Current correspondence address (If different to residential address)

|  |          |
|--|----------|
|  | Postcode |
|  |          |

Country

**Employment details**

Occupation

Employed
  Self-employed
  Retired
  Other (please specify)

Name of employer

Nature of business

## Section 2: Plans and fees

Please indicate below which plan you wish to become a member of.

### PIONEER RETIREMENT PLAN TRUST BASED RETIREMENT PLAN

This plan is a Maltese Retirement Scheme registered and licensed by the Malta Financial Services Authority. The plan is established under trust and registered with HMRC as a Recognised Overseas Pension.

(Ref 900554)

I wish to apply to become a Member of this plan

### CONTRACT BASED SCHEME PATHFINDER RETIREMENT SCHEME

This plan is a Maltese Retirement Scheme registered and licensed by the Malta Financial Services Authority. The plan is established under contract and registered with HMRC as a Recognised Overseas Pension.

(Ref 900281)

I wish to apply to become a Member of this plan

**One box must be ticked**

### Fee scale

The below fee scale will automatically be applied depending on the total value of the transferring assets.

|                | QROPS<br>For plans over £500,000 | QROPS LITE<br>For plans between £100,000 and<br>£500,000 | QROPS SUPER LITE*<br>For plans under £100,000 |
|----------------|----------------------------------|--|---|
| Establishment  | £795                             | £695   | £375  |
| Annual ongoing | £995                             | £795   | £600  |

\*The establishment fee for the Super Lite plan covers a single pension transfer at onboarding stage. Additional pension transfers may be accommodated at an additional fee of £100 per transfer.

### Additional fees

|   | Fee    |
|---|--------|
| Transfer in of additional pensions at a later stage   | £150   |
| Payment of pension benefits (per annum)   | £150   |
| Transfer to another Praxis plan   | FREE   |
| Account closure/Exit fee (e.g. transfer to another pension or full commutation of benefits) | £2,000 |

Praxis reserves the right to amend these fees in line with the Scheme Particulars and will charge on a time-spent basis for any work undertaken outside of the above listed schedule. The annual ongoing fee is charged annually in advance on 1st January for the year and is non-refundable. The first year annual fee is pro-rated to the end of the following December from the date of acceptance to the plan and deducted along with the establishment fee upon receipt of the first transferring funds, unless otherwise agreed.

Ongoing fees will be deducted from the assets under administration. It is therefore recommended that a minimum of 5% of the pension assets are held in cash to cover the ongoing expenses of the scheme. If at any point there is insufficient cash within the portfolio to cover its fees or other expenses related to the scheme, Praxis reserves the right to disinvest from the underlying investments to raise sufficient liquidity.

### Fees and currency options

Please select a currency option. This will be the reporting currency of the plan and the currency in which all fees are taken (please tick one box only).

GBP  USD  EUR

If a currency other than GBP is selected, the annual fees will be taken in the currency equivalent at the time of calculation.

If no currency is selected then GBP will be the default.

### Section 3a: Source of wealth

In accordance with global anti-money laundering and counter terrorist financing standards, Praxis is required to obtain information and evidence on the source of wealth of individual members and where funds are being sent from. Information provided is held securely and in line with data protection laws. Praxis cannot process any application without this information. This declaration is to demonstrate how the personal overall wealth of the applicant has been generated. Some example answers have been populated below with suggestions of the certified complimentary evidence that should be submitted along with the application form:

Income from employment  
*Payslip, written confirmation of salary signed by employer, bank statement*

Inheritance  
*Written confirmation signed by advocate, solicitor, trustee or executor*

Company sale  
*Written confirmation signed by advocate, solicitor, trustee or executor*

Divorce  
*Certified copy of Court Order*

Other (please specify)

Please insert supplementary information to support the answer given - or enter any other reason for the source of wealth

**This box must be completed on all applications**

For example, if contributions are made from employment income; "Salary and bonuses in my position as [job title] at [company name] from [start date] to [end/current date]."

### Section 3b: Retirement scheme transfer details

Please complete a separate form for each Retirement Scheme transfer.

You must also include completed transfer forms for each Retirement Scheme you wish to transfer along with certified copies of any identification as requested by the ceding trustee.

#### Retirement scheme transfer 1

Retirement scheme name

Retirement scheme reference number

Approximate transfer value (and currency)

Please indicate if this is a cash transfer or if any assets will be transferred in-specie

Cash

In-specie\*

\*If selected, please provide us with a recent valuation statement noting which assets are to be transferred in-specie

Is any part of this transfer subject to a court order in any jurisdiction?

Yes

No

If yes, please provide details below

Have any benefits been taken/will be taken prior to its transfer?

Yes

No

If yes, please provide details below

**Scheme administrator**

Telephone number

Email address

Address

Postcode

**Retirement scheme transfer 2**

Retirement scheme name

Retirement scheme reference number

Approximate transfer value (and currency)

Please indicate if this is a cash transfer or if any assets will be transferred in-specie

Cash

In-specie\*

\*If selected, please provide us with a recent valuation statement noting which assets are to be transferred in-specie

Is any part of this transfer subject to a court order in any jurisdiction?

Yes

No

If yes, please provide details below

Have any benefits been taken/will be taken prior to its transfer?

Yes

No

If yes, please provide details below

**Scheme administrator**

Telephone number

Email address

Address

Postcode

### Retirement scheme transfer 3

Retirement scheme name

Retirement scheme reference number

Approximate transfer value (and currency)

Please indicate if this is a cash transfer or if any assets will be transferred in-specie  
 \*If selected, please provide us with a recent valuation statement noting which assets are to be transferred in-specie

Cash

In-specie\*

Is any part of this transfer subject to a court order in any jurisdiction?

Yes

No

If yes, please provide details below

Have any benefits been taken/will be taken prior to its transfer?

Yes

No

If yes, please provide details below

### Scheme administrator

Telephone number

Email address

Address

Postcode

### Retirement scheme transfer 4

Retirement scheme name

Retirement scheme reference number

Approximate transfer value (and currency)

Please indicate if this is a cash transfer or if any assets will be transferred in-specie  
 \*If selected, please provide us with a recent valuation statement noting which assets are to be transferred in-specie

Cash

In-specie\*

Is any part of this transfer subject to a court order in any jurisdiction?

Yes

No

If yes, please provide details below



Have any benefits been taken/will be taken prior to its transfer?

Yes

No

If yes, please provide details below

### Scheme administrator

Telephone number

Email address

Address

Postcode

## Section 4a: Investment management selection

Please ensure that additional certified copies of the due diligence information requested in the Introduction Section are submitted with this application form as requested by the underlying institutions noted below.

### Investment preference

Please indicate which Life Insurance Company, Discretionary Fund Manager or Investment Platform you wish to invest with

*Please ensure the necessary application forms are completed, signed and sent with this application to Praxis.*

*Please note that Praxis will also maintain a bank account outside of your selected investment account, in which it will maintain a minimum balance of between £1,000 and £5,000 (or currency equivalent). This bank account will form part of your pension plan and will be used to receive your contributions, pay your pension benefits and for Praxis to make withdrawals from your investment account in order to settle any fees due. Praxis will not deduct any fees from this account before they become due.*

### Investment profile

In order to give Praxis an indication of your investment experience and risk profile please tick below the correct answers:

*This must be completed in all cases before any funds can be invested.*

What option best describes your investment experience?

Little experience  
  Some experience  
  Experienced  
  Professional

What option best describes your investment attitude to risk?

*This can be changed at any time by submitting formal notification to Praxis*

Low  
  Balanced to low  
  Balanced  
  Balanced to high  
  High

## Section 4b: Financial adviser appointment - if requested

I request that Praxis considers appointing the below named individual and firm as the financial adviser to my Member Account, subject to the adviser completing Terms of Business with Praxis. I authorise the below named individual and/or any other representative of the below named firm to provide advice and/or recommendations to Praxis in relation to my Member Account, and request that Praxis disclose information about my Member Account to them as may be requested until further notice.

### Financial adviser details

Financial adviser's name

Company name

Company address

|  |          |
|--|----------|
|  | Postcode |
|  |          |

Telephone number

Email address

Name of Regulator

Regulatory reference no.

Is your financial adviser to be paid any fee directly from the pension assets?

Yes

No

If yes, please note the amount stipulating if this is a one off fee or annually ongoing

*Praxis will require a copy of the fee agreement signed by the client which sets out the exact details of financial adviser remuneration and be provided with an invoice from the adviser when fees are to be paid.*

## Section 4c: Discretionary fund manager appointment - if requested

I request that Praxis considers appointing the below named individual and firm as the discretionary fund manager to my Member Account. I authorise the below named individual and/or any other representative of the below named firm to manage some/part/all of the pension assets comprising my Member Account in accordance with my risk profile, and request that Praxis disclose information about my Member Account to them as may be requested until further notice.

### Discretionary fund manager details

Relationship manager's name

Company name

Company address

|  |          |
|--|----------|
|  | Postcode |
|  |          |

Telephone number

Email address

Name of Regulator

Regulatory reference no.

Is your discretionary fund manager to be paid any fee directly from the pension assets?

Yes

No

If yes, please note the amount stipulating if this is a one off fee or annually ongoing

*Praxis will require a copy of the client signed fee agreement which sets out the exact details of the fee agreement and be provided with an invoice from the discretionary fund manager when fees are to be paid.*

*Praxis will only consider appointing a discretionary fund manager who is fully licensed and regulated to provide discretionary management services in a recognised jurisdiction and is at the full discretion of Praxis.*

## Section 4d: Professional member

By ticking this box, I hereby request that Praxis PES Malta Limited (“Praxis”), allows me to manage/direct the investments in my pension account as provided for in section B.8.2(c) of the Pension Rules for Personal Retirement Schemes issued in terms of the Retirement Pensions Act, 2011 (“the Rules”).

I understand that in order for me to qualify as a “professional member”, I need to meet at least 2 of the following 3 conditions:

- (i) works or has worked in the financial services sector for at least three years in the last 10 years, in a professional position, which requires knowledge of the transactions envisaged;
- (ii) the size of the Member’s account within the Scheme, defined as including cash deposits and financial instruments exceeds EUR 500,000;
- (iii) the Member has carried out transactions, in significant size, on the relevant market at an average frequency of 10 per quarter over the previous four quarters.

I further understand that, should Praxis accept my request to be considered as a “professional member”, I will become responsible for the investment decisions taken with respect to my individual account held within the pension and I will indemnify and hold Praxis harmless in respect of any direct or indirect loss, howsoever arising, from Praxis executing my investment instructions. I also confirm my understanding that Praxis is not licensed to provide, and has not given any, investment advice or any other advice in relation to my investment recommendations.

I recognise that Praxis will retain ultimate responsibility for ensuring that the investments that I manage/direct remain in line with the Rules. I confirm that I have been provided with a copy of Praxis’ Statement of Investment Principles and that I have understood the contents of this document and agree to abide by it in relation to all investment decisions that I take in respect of my pension. I acknowledge that Praxis will have the right to revoke my “professional member” status if I am found to have breached the Rules as a result of the investment decisions that I have taken. I also acknowledge that I do not have the power or authority to withdraw any funds from my pension account.

In order for Praxis to consider my request, I have included a detailed explanation of how I satisfy the above-mentioned criteria. I understand that Praxis may require further information and documentary evidence from me in order to approve my request and I understand that such approval will be dependent on my providing such information and evidence as required by Praxis.

I acknowledge that I am requesting Praxis to allow me to manage/direct the investments in my pension account and I hereby indemnify and hold harmless Praxis in respect of any direct or indirect loss, howsoever arising, from Praxis executing my investment instructions. I confirm my understanding that Praxis is not licensed to and has not given any investment advice or any other advice in relation to my investment recommendations.

### Section 5: Pension benefit request

Please indicate when you wish to take benefits from your pension. Benefits can commence at any time between age 55 and 75. If more than one transfer is being made, we will wait for all transfers to be completed before making a distribution.

When would you like pension benefits to commence?  Immediately  Later - to be advised

If 'Immediately' is selected, please request a pension benefit request form by writing to PES.MaltaCS@praxisgroup.com.

**Please note**

Pension income payments made from Malta are subject to withholding tax unless a Double Taxation Agreement exists between Malta and your retirement jurisdiction which removes the taxing rights in Malta. In order to apply this tax relief you must provide sufficient supporting documentation to prove that you are deemed to be tax resident in that jurisdiction. Praxis does not provide any tax or financial advice and cannot be held liable if any pension distributions result in tax charges being applied.

### Section 6: Declaration of wishes

Please indicate your wishes for the distribution of any residual assets in your plan in the event of your death. We strongly recommend that you obtain legal advice before completing your declaration of wishes. If more than 4 beneficiaries are to be named or if you wish to submit a more detailed request, please submit a supplementary letter to Praxis outlining these wishes.

I acknowledge that Praxis is the Administrator of the plan and understand that Praxis is bound by the Scheme Rules and any applicable legislation and regulations. Furthermore, I acknowledge that Praxis is not obliged to meet any request I hereby give; nevertheless, I would like to provide the following guidance which I would wish Praxis to take into consideration for any assets remaining in my plan after my death. I also understand that if my circumstances change, I may provide a separate declaration, updating my wishes. This declaration replaces any earlier declaration of wishes that Praxis may hold.

**Beneficiary 1**

Forename/Name of Trust  Surname

Percentage of benefits  Relationship to member

Current residential address (PO box address is not sufficient)  Postcode

Date of birth (DD/MM/YYYY)  Place of birth

**Beneficiary 2**

Forename/Name of Trust  Surname

Percentage of benefits  % Relationship to member

Current residential address (PO box address is not sufficient)

|  |                      |
|--|----------------------|
|  | Postcode             |
|  | <input type="text"/> |

Date of birth (DD/MM/YYYY)

Place of birth

**Beneficiary 3**

Forename/Name of Trust

Surname

Percentage of benefits

 %

Relationship to member

Current residential address (PO box address is not sufficient)

|  |                      |
|--|----------------------|
|  | Postcode             |
|  | <input type="text"/> |

Date of birth (DD/MM/YYYY)

Place of birth

**Beneficiary 4**

Forename/Name of Trust

Surname

Percentage of benefits

 %

Relationship to member

Current residential address (PO box address is not sufficient)

|  |                      |
|--|----------------------|
|  | Postcode             |
|  | <input type="text"/> |

Date of birth (DD/MM/YYYY)

Place of birth

## Section 7: Pioneer Retirement Plan - Scheme Particulars

### 1. What is the Scheme?

Pioneer Retirement Plan (“the Scheme”) is a Retirement Scheme registered with the Malta Financial Services Authority (“MFSA”).

The Scheme was established as a perpetual trust by trust deed in terms of the Trusts and Trustees Act (Cap. 331) on the 22nd March 2013.

The Scheme is administered by Praxis PES Malta Limited (“Praxis”) which is authorised to act as a Retirement Scheme Administrator to Retirement Schemes registered under the Retirement Pensions Act 2011 (“RPA”) as may be amended from time to time.

The Scheme is a Defined Contribution Scheme that provides retirement benefits to the Member in the form of a lump sum payment and/or an income stream for life. The Scheme’s main purpose is to provide retirement benefits to Members of the Scheme.

The Scheme is, subject to each Member’s circumstances, capable of offering a tax-efficient vehicle for retirement planning through Double Taxation Agreements (“DTA”). Malta has more than 75 DTAs in place with other jurisdictions.

We strongly advise that a Member should seek professional and independent financial and tax advice before electing to transfer a pension scheme to Malta. Praxis is not in a position to provide tax or financial advice to prospective or current Members of the Scheme.

### 2. Regulated scheme transfers

The Scheme is established to receive transfers from existing regulated Retirement Schemes established by the Member. Generally, these will be schemes where the Member has received tax relief on contributions and which permit transfers out to an EU-registered scheme, both under the transferring scheme’s rules and domestic laws governing regulated scheme transfers. Depending on the laws of the country out of which the scheme transfer is being made, there may be restrictions on the amounts that can be transferred to the Scheme and a Member should seek independent advice in relation to the transfer.

### 3. Qualifying recognised overseas pension scheme

The Scheme meets the conditions set out by Her Majesty’s Revenue & Customs (“HMRC”) to qualify as a Recognised Overseas Pension Scheme (“ROPS”) and is therefore able to receive UK registered scheme transfers. Details of the relevant HMRC reference number can be found in the Pioneer Retirement Plan Glossary. Please refer to section 20 for further information relating to UK regulated scheme transfers.

### 4. Benefits

Under Maltese law and under the terms of the Scheme, there is no obligation to purchase an Insurance Annuity (nevertheless it is optional) although a Member must start to receive retirement benefits from no later than age 75 or any other age that is stipulated by Maltese law. The retirement benefits can be paid directly from the relevant Member’s Account.

Upon the Member’s death, benefits may be paid to nominated Dependants without deduction of Maltese tax. Benefits may be paid to any Member upon attaining such age stipulated by the law of the Member’s country of residence and/or domicile, provided that it is not earlier than age 55.

Further benefits include:

- no statutory limits on contributions;
- no Maltese tax on growth of the underlying retirement fund;
- flexible methods and levels of benefit payments;
- multi-currency options; retirement funds can be denominated in currencies other than the Euro;
- portability; individuals who have left their home country may reside in several different locations while their Retirement Scheme remains located in a single tax efficient jurisdiction;
- transparent fee structure;
- open architecture for investments.

### 5. Who is eligible to be a Member of the Scheme?

Any individual, who is aged 18 years or over, is eligible to become a Member of the Scheme, provided always that any individual who has attained age 75 years has commenced receiving pension benefits.

## 6. What are the Scheme's investment objective, policy and restrictions?

The Scheme's objectives are for the assets attributable to each Member to be invested and managed in accordance with that Member's profile.

To ascertain this, the Member will provide details of their risk appetite, which should be considered together with the Member's financial adviser, and will be influenced by the value of the Member's assets and their age, among other factors. All Scheme assets will be managed within the parameters of restricted investments, diversification and prudence as required by the MFSA and the Member's risk profile. The MFSA imposes restrictions on investments to the extent that Praxis must not engage in any transactions nor grant any loans from the Scheme to its Members or affiliates thereof as defined under the RPA.

In addition, the Scheme shall not engage, directly or indirectly, in borrowing in connection with property purchases on behalf of any of its Members or connected persons thereto, other than on fully commercial terms, provided that the Scheme may borrow up to 50% of the amount of property purchased which must be valued by an Independent Qualified Valuer.

Immovable property held by the Scheme may be used by the Members or connected persons thereto provided that it is on fully commercial terms which must be valued by an Independent Qualified Valuer.

Moreover, the Scheme must abide by the Investment Restrictions laid out in B.3.2. of the Pension Rules for Personal Pension Retirement Schemes issued under the RPA.

## 7. Currency options

Members may elect to have the relevant Member's Account denominated in Euro, Pound Sterling or US Dollars. Members may also elect to receive benefits in a currency which will match their expenditure in their country or imminent new country of residence.

## 8. Architecture for investments

Praxis does not provide investment advice or investment management services. However, Malta's pension regulations make the investment function within a pension scheme mandatory. Subject to Praxis' approval, a member may request for Praxis to:

- appoint an Investment Advisor to provide ongoing investment advice to the Member in respect of the Member's pension;
- appoint an Investment Manager to manage the Member's pension investments in accordance with their declared risk appetite;
- recognise the Member as a Professional Member who is able to manage his/her own investments.

An appointment of an Investment Advisor or Investment Manager will only be considered by Praxis when it is evidenced that the proposed party is appropriately licensed to carry out such services to the Member requesting them. Similarly, a Member may only be recognised as a Professional Member if that Member can demonstrate that he/she meets two out of the following three criteria:

- works or has worked in the financial services sector for at least three years in the last 10 years, in a professional position, which requires knowledge of the transactions envisaged;
- the size of the Member's account within the Scheme, defined as including cash deposits and financial instruments exceeds EUR 500,000;
- the Member has carried out transactions, in significant size, on the relevant market at an average frequency of 10 per quarter over the previous four quarters.

Praxis does not retain any commissions or retrocessions from any Investment Advisor or Investment Manager, nor from any bank with whom the Scheme's cash reserves are placed.

## 9. Fee structure

Fees charged by Praxis are set out in the Fee Schedule which is available upon request and included in the Scheme's application form which must be completed and signed by every prospective Member. These fees represent the entire remuneration of Praxis. Fees charged by the Investment Advisor, the Investment Manager and the Custodian will be paid directly from the Member's and disclosed fully to the Member at the outset.

## 10. What types of scheme rights may be transferred to the Scheme?

Praxis may accept cash transfer values from any type of registered Retirement Scheme except where a Member has already purchased an Insurance Annuity.

Praxis will consider accepting in-specie transfers on a case-by-case basis. An independent valuation of such transfers may be requested by Praxis, unless the assets are traded on a recognised stock exchange. Appropriate advice must be taken by the Member in respect of any accumulated protected rights within a registered scheme.

## 11. What advice is required before an applicant is accepted into the Scheme?

Prospective Members of the Scheme should take independent advice on the suitability of the Scheme for their circumstances. Firms advising on the suitability of the Scheme should have specialist knowledge in this area and be suitably regulated in the jurisdiction from which they operate.

Neither Praxis nor any of its associated companies are licensed or qualified to provide advice relating to the appropriateness of the Scheme for an individual or the quantum of contributions that are appropriate for the Member's personal circumstances.

## 12. How much can be transferred to the Scheme?

Praxis will accept initial contributions of a minimum of £50,000 and Members may continue to make further contributions to the Scheme subject to a minimum of £20,000 (or currency equivalent) per annum or as otherwise agreed by Praxis from time to time.

It is essential that the Member takes appropriate tax advice before making contributions to the Scheme.

There is no limit on the value of contributions that a Member may contribute to the Scheme. However, contributions should not exceed what would be considered reasonable to provide the Member retirement income appropriate to their level of earnings and lifestyle prior to retirement. This is subjective and a Member should seek independent advice in relation to the quantum of contributions to the Scheme.

## 13. How long does it take to make a transfer to the Scheme?

This will depend on various factors, most notably, from which country the scheme is being transferred. It is generally anticipated that it may take anywhere from a couple of weeks to three or four months to complete a transfer from a regulated scheme. Much depends on the complexity of the transfer, the time it takes for the individual to receive the scheme transfer documents and tax advice and the level of co-operation from the current provider.

## 14. Can transfers be made from schemes which are already in drawdown?

Praxis is prepared to accept transfers from regulated schemes which are already in drawdown. However, as noted under section 10 above, Praxis cannot accept transfers if the Member has already purchased an Insurance Annuity. Moreover, in accordance with the RPA, Members who are already in drawdown cannot make use of the initial tax free pension commencement lump sum available. In effect, the Scheme must not be used as a conduit for accessing lump sums in excess of the limits imposed in the country out of which the Retirement Scheme is being transferred.

## 15. What are the tax reporting obligations?

Tax reporting obligations will vary from one jurisdiction to another. The Member is responsible for obtaining the necessary tax advice to verify what reporting obligations they may have in respect of reporting benefits received from the Scheme to the relevant tax authorities. Prior to making any benefit payments to the Member, Praxis reserves the right to request written confirmation from the Member that such benefits have been or will be reported to the relevant tax authorities.

## 16. When can benefits be taken from the Scheme?

Benefits can commence on a Member attaining age 55. However, if before attaining the relevant age the Member should become incapacitated, then Praxis may exercise its discretion to pay benefits to the Member under the terms of the Scheme.

## 17. What benefit options are available from the Scheme?

### 17.1 Lump sum

The maximum lump sum that can be taken from the Scheme without liability to tax in Malta is 25% of the total value of the Member's Account. Lump sums are paid out as tax free payments in terms of Maltese law. However, Members should obtain advice in the jurisdiction in which they are resident to ascertain the tax treatment of any lump sum.

The lump sum is only available to the Member at retirement and must be taken within one year from the date of commencement of benefit payments, unless the source of the pension fund is a UK-registered pension transfer to which this limitation does not apply.

### 17.2 Programmed withdrawals

Pension income can be paid to the Member by Praxis for the Member's lifetime or until the relevant Member's Account is exhausted based on publicly available annuity or drawdown rates. It is Praxis' standard policy to review the basis on which Pension Drawdown is calculated at intervals of not more than three years. The Member may request an interim review during each three-year period.

Programmed Withdrawals will normally be paid annually, but by agreement with the Member the payment frequency can be amended to monthly, quarterly or bi-annually.



### 17.3 Annuity

The Member Account can be used to purchase an annuity from an Approved Annuity Provider. This may be particularly relevant where the Member has become entirely dependent on the amount of the annuity to fund their living expenses and requires the certainty that they will not outlive the remaining balance of the relevant Member's Account.

### 17.4 Incapacity and early retirement

In the event of incapacity of the Member, Praxis may immediately use the Member's Accounts to provide the Member with a lump sum payable immediately and/or a pension for life by way of annuity.

## 18. What death benefits are payable?

Any benefits described below may be subject to tax under the law of the Member's country of residence. Professional tax advice must be sought by the Member in this regard.

When the Member dies and is survived by one or more Dependants or other nominated beneficiaries, Praxis shall either:

**18.1** provide an immediate cash lump sum (being the balance of the relevant Member's Account less allowable deductions) to the Member's Dependants or other nominated beneficiaries, provided the MFSA has been notified of such a payment; or

**18.2** if the Member had previously so elected, provide one or more of the Member's Dependants or other nominated beneficiaries with retirement benefits for life either by:

- transferring the balance of the relevant Member's Account to an Approved Annuity Provider to purchase an annuity; or
- using the relevant Member's Account to provide an annual payment of no less than would be provided by an open-market annuity in accordance with the rates prevailing at the time.

If the Member dies without being survived by one or more Dependants or other nominated beneficiaries, Praxis will exercise its discretion with regard to the distribution of any amounts remaining within the Member's Account.

## 19. How does the Member nominate the individuals whom they wish to benefit on their death?

During their lifetime the Member may amend their list of named Dependants or other nominated beneficiaries at any time in writing to Praxis to reflect their changed circumstances or wishes and may also at any time specify in writing which of their named Dependants or other nominated beneficiaries are to receive death benefits.

## 20. ROPS

All of the foregoing sections apply to ROPS. This section serves to provide further information that relates specifically to transfers from UK regulated Retirement Schemes.

### What is a ROPS?

A ROPS, formerly known as a QROPS, is an overseas Retirement Scheme which satisfies the conditions set by HMRC to be a scheme eligible to receive an authorised payment in the form of a recognised transfer from a registered Retirement Scheme in the UK.

### Overseas Pension Charge

With effect from 9 March, 2017, an Overseas Pension Charge of 25% of the transfer value of the UK registered pension scheme will be applied by the transferring pension administrator unless the Member is resident in the same country as the ROPS is established or the Member is an EEA resident and the ROPS is established in the EEA.

### Lifetime Allowance

A transfer from a UK registered Retirement Scheme to a ROPS is treated by HMRC as a Benefit Crystallisation Event, which must be tested by the administrators of the transferring UK scheme against the individual's Lifetime Allowance. UK tax may be payable on any amount in excess of the individual's Lifetime Allowance at the time of the transfer, unless protection rights have been claimed.

### Flexible Benefits

A Member may elect to withdraw up to 100% of the assets of the relevant Sub-Fund. 25% of the value will be regarded as a Lump Sum (as described in section 18.1); the remainder will be subject to tax in Malta, or where a DTA confers taxing rights to the jurisdiction in which the Member is tax resident, will be subject to tax according to the rules of that jurisdiction.

## Residency and Reporting

Praxis is obliged to provide certain information to HMRC on all benefits paid from the Scheme when a Member is either:

- tax resident in the UK at the time that a payment is made; or
- resident outside of the UK but has been resident in the UK earlier in the tax year in which the payment is made, or where the payment is made within 10 years of the date of transfer of the fund.

After a period of 10 years from the date of the UK transfer, Praxis is no longer required to report the payment of any benefits to HMRC provided the Member has been non-UK resident during that entire period.

Praxis' reporting obligations automatically revive if a Member returns to the UK, regardless of whether it has been 10 years since the initial transfer was made. If the Member returns to the UK prior to benefits having been payable, Praxis must report the Member's return to HMRC as an "event".

## 21. Compensation

Unless otherwise prescribed, there exists no statutory provision for compensation in the case where a Scheme is unable to satisfy the liabilities attributed to it.

The Registration of the Scheme is not an endorsement by the MFSA of the Scheme's performance. The MFSA shall not be liable for the performance or default of the Scheme.

## 22. Accounting

In compliance with local regulations, Praxis will keep, maintain and prepare annual audited accounts for each Scheme Year. In addition, Praxis will submit an annual report and accounts for the Scheme to the MFSA. The Scheme's account period runs from 1 January to 31 December.

## 23. Investment monitoring and asset valuation

Under the terms of appointment of an Investment Manager, that Investment Manager will report on a minimum of an annual basis in respect of a Member's fund performance and asset allocation. Where an Investment Advisor is appointed or where the Member is recognised as a Professional Member, Praxis will review the fund performance and asset allocation.

Any Contributions made to the Scheme in the form of an in-specie transfer shall be valued by Praxis on the basis of an independent valuation obtained by the Trustee unless the asset is listed on a recognised investment exchange.

Praxis will rely on the valuation of assets as reported by the appointed Investment Manager or Custodian of the Member's Account, so that it is able to comply with the reporting obligations in terms of the Pension Rules and in order to enable the RSA to pay out any benefits or make any transfers as permitted by the Scheme Rules. As a general rule, all assets within the Scheme are valued on the basis of International Financial Reporting Standards. Should the Scheme hold any immovable property, revaluations of such property will be made by an Independent Qualified Valuer as defined in the Pension Rules. Such re-valuations will be carried out at intervals as are considered appropriate and necessary by the Retirement Scheme Administrator taking into consideration the uses of the said immovable property and any disposals of such immovable property as may be required in order to pay out benefits.

## 24. Scheme's Functionaries

The following are the Scheme's Functionaries:

### James King – Managing Director

James joined Praxis in July 2015 and was appointed as Managing Director of the Malta office in May 2018. He is responsible for overseeing, developing and running the pension administration function that has an international client base utilising a range of personal and occupational pension plans established under trust as well as under contractual arrangements.

James has over 20 years of pensions administration experience in the UK, Channel Islands and Malta. Prior to relocating to Malta he was the Pensions Administration Director for a respected pension and benefits company based in Guernsey and has significant experience in the administration of International Pension Plans, QROPS and QNUPS arrangements.

In addition, James has been actively involved with the development of the specialist pension administration software used by Praxis.

### Andrea Garroni – Operations Director

Andrea joined the Praxis Group in 2012, to assist with the establishment and development of the Malta pensions business. He has since been responsible for overseeing its operations and was appointed to the Board as Operations Director in June 2018.

Before joining the Group, Andrea spent six years working for one of Malta's leading insurance companies and was involved in setting up their medical insurance department. During this time, Andrea obtained an advanced diploma in insurance from the Chartered Insurance Institute and qualified as a Chartered Insurer.

Andrea also holds an honours degree in psychology from the University of Malta.

#### **Denis Vella – Finance Director**

Denis joined Praxis in 2016 after 15 years of proactive support to a wide range of clients in different industries in Malta and the UK. Over these years he was involved in various assignments including accountancy, audit, taxation, pensions, research and development, and ad-hoc project work. Denis enjoys supporting clients, making sure to deliver accurate and reliable information, within specific time limits.

Denis spent his last employment working with a reputable Guernsey pension administration company where he helped develop information systems for the efficient and accurate delivery of financial information.

With Praxis, Denis is in charge of producing and filing all financial reporting, preparing and submitting regulatory, tax and other compliance returns, and managing the workflows and deliverables of the bookkeeping and accounting function. He also assists with other pension accounting and reporting duties including the design and development of the investment monitoring programme.

Denis is a fellow of the Association of Chartered Certified Accountants and The Malta Institute of Accountants, and a Certified Public Accountant and Auditor in Malta.

#### **James Barber-Lomax – Non-Executive Director**

James joined Praxis' pension division in 2014, moving to the UAE with his family.

During 2016 he assisted with the establishment of Praxis Trust Limited in the Abu Dhabi Global Markets, the first regulated trust company in the financial centre while also being responsible for the development of the pension business in the Middle East, Far East and USA. He returned to London in 2018 and was a board member of Praxis' London operations before being made Group Head of Pensions in January 2022.

Prior to Praxis, James spent five years in banking before joining a Channel Island-based trust and corporate services provider in 2009, where he was appointed Head of Business Development and responsible for a team based in London.

James is a fully qualified member of the Society of Trust and Estate Practitioners and holder of the diploma in International Trust Management.

## **21. Where can I obtain additional information concerning the Scheme?**

Additional information may be obtained from the registered office of Praxis, namely Avenue 77, Block E, Level 2, Triq in-Negozju, Zone 3, Central Business District, CBD 3010, Malta

Furthermore, additional information concerning the Scheme, including the Scheme Rules, is available from Praxis.

Please contact us on the details below:

T: +356 22 193 800

F: +356 21 495 292

E: PES.Malta@praxisgroup.com

## **Scheme risks**

All investments involve a degree of risk to your capital, and it is important that you understand the risks arising from your Membership of the Scheme and the impact they may have on the benefits the Scheme entitles you to and your financial status.

The assessment of risk is not an exact science and therefore by its very nature, can be subjective and vary from person to person. It is important you understand fully the level of risk that you are willing and able to take; a lack of understanding of your tolerance and attitude to risk could result in you making unsuitable choices and losing capital value and receiving reduced benefits.

The explanations of risk that follow are based on market standard terminology and definitions. This is not an exhaustive list of the risks you may be exposed to as a Member of the Scheme and we will require that your application for Membership is made in conjunction with a suitably qualified financial adviser.

The risk factors which you and your financial adviser will need to take into account include the fact that:

- > high income withdrawals may not be sustainable throughout your life. Your life span and the investment performance of the assets held within your Sub-Fund are impossible to predict and this could result in a lower income than anticipated in future. As a result, unless a guaranteed annuity is purchased, once you start to draw down benefits from the Scheme and depending on the level of benefits paid, the assets may be exhausted before your death;
- > the investment returns on your Sub-Fund may be less than those shown in any illustrations you may receive. The value of the assets held within your Sub-Fund may not grow in value at the rates anticipated when you became a Member of the Scheme. A lower than projected value at your date of retirement will mean that you will receive lower benefits than you anticipated on becoming a Member of the Scheme;
- > annuity rates may be at a lower level should you choose to purchase an annuity. This means that irrespective of investment performance, the level of annuity you are able to purchase or the amount you are able to take as income payments from your Sub-Fund does not match your expectations when you became a Member of the Scheme and may be lower than the scheme you transferred from;
- > it is generally accepted that there is a trade-off between the levels of risk you are willing to tolerate and the long-term investment returns you can achieve. Some investors are more cautious and place a higher value on relative stability, security and preservation than they do on the potential to achieve higher investment returns. Some investors are more willing and able to tolerate volatility in values and uncertainty as to the final values in order to increase the potential investment returns;
- > an unforeseen change in the investment horizon may impact the value of your Sub-Fund at the time of commencing drawdown. Market values can change rapidly and may coincide with the date you decide to take benefits from the Scheme. Market conditions have an impact on the number of market participants willing to buy or sell individual investments. During periods of higher uncertainty, the number of sellers can outweigh the number of buyers and therefore have a significant negative effect on prices. This impact can be exacerbated for investments that are not commonly held or actively traded;
- > the longer you can afford to invest, the greater short-term risk you may be able to take for the opportunities provided; but if you are closer to retirement, your strategy may be to choose a steadier mix of funds;
- > the importance of the Scheme in terms of reliance on the income it generates may vary from Member to Member depending on their financial circumstances and the Scheme should not be considered as the primary or only source for retirement provision;
- > Membership of the Scheme should be considered in light of other retirement provision including occupational schemes that may be introduced in Malta in the future in view of the pending pension reforms;
- > the cost-effectiveness of your Membership of the Scheme may depend on a number of factors, including but not limited to:
  - the value of your Sub-Fund in the Scheme in relation to the initial and on-going costs (including our charges, which may increase in future);
  - the type of investments held in your Sub-Fund;
- > if your Sub-Fund is small or deals excessively, the value of your Sub-Fund may be eroded and the costs may be disproportionate to the value of your assets;
- > multiple investments and frequent dealing in small amounts may also result in excessive costs and a reduction in the value of your Sub-Fund;
- > increases in the level of inflation can have a negative impact on the purchasing power of an annuity, drawdown and the value of your Sub-Fund. Investments that provide a fixed amount of income on a regular basis can fall in value due to the weaker purchasing power of the income provided. Investments that provide a variable level of income, such as index-linked bonds and equities, can benefit from inflation as the investment income provided has the possibility of adjusting to changes in inflation;
- > a sustained period of falling prices or deflation can coincide with a period of reduced economic activity, which can have an adverse effect on the value of your Sub-Fund and the annuity rates and drawdown rates that are available;
- > changes in corporate and personal tax laws can adversely affect the value of your Sub-Fund and the net income you receive from the scheme. We strongly recommend that you obtain professional tax advice before becoming a Member;
- > if an investment, annuity or regular drawdown is denominated in a foreign currency, changes in exchange rates can also lead to losses when the investment is converted back into your domestic currency;
- > issuers of bonds, commercial deposits and short-term debt instruments are subject to credit risk. Issuers of these types of debt instruments may become insolvent and default on their obligations of repaying interest and the principal amount borrowed; and
- > foreign markets will involve different risks and in some cases the risks will be greater than in others. The potential for profit or loss from transactions on foreign markets or in foreign-denominated contracts will be affected by fluctuations in foreign exchange rates.

## Conflicts of interest

Conflicts of interest occur when personal, financial, or other interests compromise impartial decision-making. For example, a conflict of interest may arise if ancillary services offered by associated companies are provided to a member of the Scheme. To maintain integrity and transparency in our operations, Praxis is committed to avoiding such conflicts whenever possible and to identify, disclose and manage them when this is not possible.

## Sustainable Finance Disclosure Regulation (SFDR)

Praxis does not deem sustainability risks to be relevant to the Scheme in pursuing its investment objectives. As a result, Praxis does not integrate sustainability risks into its investment decision-making processes in respect of the Scheme, and an impact assessment of sustainability risks on the Scheme's returns has not, therefore, been considered relevant or necessary. Please refer to the Scheme Document for further information.

There are other risks that are not listed above which may be of relevance to a prospective and actual Member of the Scheme and we strongly recommend that you raise any queries or address any uncertainties with your financial adviser.

## Contact us

For more information please contact:

Praxis PES Malta Limited  
Avenue 77  
Block E, Level 2  
Triq in-Negozju, Zone 3  
Central Business District  
CBD 3010  
Malta

T: +356 22 193 800

F: +356 21 495 292

E: PES.Malta@praxisgroup.com

## Important notice

Since Members of the Scheme may be receiving funds, by way of capital or income in their country of residence, it is important to seek advice from a tax professional in that country. If investments are denominated in a currency other than that of the country where the Member is resident, any returns may increase or decrease as a result of currency fluctuations.

Some jurisdictions do not recognise tax free pension commencement lump sums, and if the Member is resident elsewhere there may be a liability on this sum.

All references to taxation are based on our understanding of current taxation law and practice as of the date of this document and may be affected by future changes in legislation and the individual circumstances of the investor. In addition, the information provided is also based on our current understanding of the relevant Maltese law. Pension investment values and income arising from them can fall as well as rise.

This information does not constitute advice and we do not accept responsibility for its interpretation or any future changes to law.

Please note that unless otherwise prescribed, there exists no statutory provision for compensation in the case where the Scheme is unable to satisfy the liabilities attributed to it and the registration of the Scheme is not an endorsement by the MFSA of the Scheme's financial performance.

## Glossary

**Annuity** - An annuity provided to a Member of the Scheme from an Approved Annuity Provider which is purchased from the balance of the relevant Sub-Fund after the deduction of expenses and losses in relation thereto.

**Application Form** - The Pioneer Retirement Plan Application Form.

**Approved Annuity Provider** - Any company, society or institution which is appropriately licensed to provide annuity products and which has been approved by Praxis and is acceptable under the RPA.

**Certificate of Membership** - The certificate of membership issued by the Administrator and confirming the membership of the Member within the Scheme.

**Contributor** - The individual making contributions to the Scheme in respect of that individual's interest in the Scheme.

**Contributor-Related Investment** - Any instrument issued by the Contributor or an affiliate of the Contributor; immovable property which is occupied or used by, or held under any title whatsoever by the Contributor or an affiliate of the Contributor; and loans to the Contributor or to an affiliate of the Contributor.

**Custodian** - One or more persons whom Praxis reasonably considers to be suitably qualified and competent to hold in custody part or all of the Scheme's assets.

**Defined Contribution Scheme** - A scheme which has as its primary purpose that of providing for the payment of retirement benefits, which are established by reference to the contributions paid into such scheme, the accumulation of profits, gains and other income, after the deduction of expenses and losses in relation thereto.

**Dependent** - The spouse, widow/widower or children of a Member together with such other person or persons whom Praxis, in their sole and absolute discretion, shall decide was, or were, financially or otherwise, dependent or interdependent upon the Member for the ordinary necessities of life immediately prior to the Member's death.

**HMRC Reference Number** - QROPS 900554

**Investment Advisor** - One or more persons whom Praxis reasonably considers to be suitably licensed, qualified and competent to advise the Member on the investment of part or all of the Scheme's assets.

**Investment Manager** - One or more persons whom Praxis reasonably considers to be suitably licensed, qualified and competent to manage the investment of part or all of the Scheme's assets.

**Member** - Any person admitted to the Scheme and to, or in respect of whom, benefits remain payable, or prospectively payable, and "Membership" shall have a corresponding meaning.

**Praxis** - Praxis PES Malta Limited.

**Member's Account** - A separate notional account maintained for a particular Member in which that Member's interest in the underlying assets are held.

**Professional Member** - A Member of the Scheme that meets the criteria defined under the Pension Rules for Personal Retirement Schemes issued under the RPA to be able to manage his/her own investments and who has been recognised as such by Praxis.

**Programmed Withdrawals** - Pension benefits paid in the form of income which is calculated based on publicly available annuity/drawdown rates.

**Retirement Scheme** - A scheme or arrangement under which payments are made to beneficiaries for the principal purpose of providing retirement benefits.

**Retirement Scheme Administrator** - A company responsible for managing the day-to-day affairs and the strategic decisions involved with a Retirement Scheme for the benefit of the Scheme's Beneficiaries.

**The Scheme** - Pioneer Retirement Scheme.

## Section 8: Pathfinder Retirement Plan – Scheme Particulars

### 1. What is the Scheme?

Pathfinder Retirement Scheme ("the Scheme") is a Retirement Scheme registered with the Malta Financial Services Authority ("MFSA").

The Scheme is administered by Praxis PES Malta Limited ("Praxis") which is authorised to act as a Retirement Scheme Administrator to Retirement Schemes registered under the Retirement Pensions Act, 2011 ("RPA") as may be amended from time to time.

The Scheme is a Defined Contribution Scheme that provides retirement benefits to the Member in the form of a lump sum payment and/or an income stream for life. The Scheme's main purpose is to provide retirement benefits to Members of the Scheme.

The Scheme is, subject to each Member's circumstances, capable of offering a tax-efficient vehicle for retirement planning through Double Taxation Agreements ("DTA"). Malta has more than 75 DTAs in place with other jurisdictions.

We strongly advise that a Member should seek professional and independent financial and tax advice before electing to transfer a pension scheme to Malta. Praxis is not in a position to provide tax or financial advice to prospective or current Members of the Scheme.

## 2. Contract-Based Scheme

Upon admission to the Scheme, the Member will receive a Certificate of Membership, the Scheme Rules and the Scheme Particulars which together will constitute a pension contract (“the Contract”). The Contract will stipulate that in exchange for the contributions made by the Member, Praxis will provide the Member with retirement benefits as described in the Scheme Particulars and the Scheme Rules.

Praxis will invest each Member’s assets in a Retirement Fund (“the SICAV”), registered under the RPA and incorporated for the special purpose of holding assets attributable to the Contract. The structure of the SICAV provides that the assets attributable to the Contract are held in a Sub-Fund specifically referable to the Contract, thus ensuring that such assets are legally segregated and ring-fenced from those of Praxis, third parties and of other Members.

## 3. Regulated scheme transfers

The Scheme is established to receive transfers from existing regulated Retirement Schemes of the Member. Generally, these will be schemes where the Member has received tax relief on contributions and which permit transfers out to an EU-registered scheme, both under the transferring scheme’s rules and domestic laws governing regulated scheme transfers. Depending on the laws of the country out of which the scheme transfer is being made, there may be restrictions on the amounts that can be transferred to the Scheme and a Member should seek independent advice in relation to the transfer.

## 4. Qualifying recognised overseas pension scheme

The Scheme meets the conditions set out by Her Majesty’s Revenue & Customs (“HMRC”) to qualify as a Recognised Overseas Pension Scheme (“ROPS”) and is therefore able to receive UK registered scheme transfers. The HMRC reference number can be found in the Pathfinder Retirement Scheme Glossary. Please refer to section 21 for further information relating to UK regulated scheme transfers.

## 5. Benefits

Under Maltese law and under the terms of the Scheme, there is no obligation to purchase an Insurance Annuity (nevertheless it is an option) although a Member must start to receive retirement benefits from no later than age 75 or any other age that is stipulated by Maltese law. The retirement benefits can be paid directly from the relevant Sub-Fund.

Upon the Member’s death, provided they are a non-Maltese resident at that time, benefits may be paid to nominated Dependants without deduction of Maltese tax.

Benefits may be paid to any Member upon attaining such age stipulated by the law of the Member’s country of residence and/or domicile, provided that it is not earlier than age 55.

Further benefits include:

- no statutory limits on contributions;
- no Maltese tax on growth of the underlying retirement fund;
- flexible methods and levels of benefit payments;
- multi-currency options; retirement funds can be denominated in currencies other than the Euro;
- portability; individuals who have left their home country may reside in several different locations while their Retirement Scheme remains located in a single tax efficient jurisdiction;
- transparent fee structure;
- open architecture for investments.

## 6. Who is eligible to be a member of the Scheme?

Any individual who is aged 18 years or over, is eligible to become a Member of the Scheme, provided always that any individual who has attained age 75 years has commenced receiving pension benefits.

## 7. What are the Scheme’s investment objective, policy and restrictions?

The Scheme’s objectives are for the assets attributable to each Member to be invested and managed in accordance with that Member’s profile.

To ascertain this, the Member will provide details of their risk appetite, which should be considered together with the Member’s financial adviser, and will be influenced by the value of the Member’s assets and their age, among other factors. All Scheme assets will be managed within the parameters of restricted investments, diversification and prudence as required by the MFSA and the Member’s risk profile. The MFSA imposes restrictions on investments to the extent that Praxis must not engage in any transactions nor grant any loans from the Scheme to its Members or affiliates thereof as defined under the RPA.

In addition, the Scheme shall not engage, directly or indirectly, in borrowing in connection with property purchases on behalf of any of its Members or connected persons thereto, other than on fully commercial terms, provided that the Scheme may borrow up to 50% of the amount of property purchased which must be valued by an Independent Qualified Valuer.

Immovable property held by the Scheme may be used by the Members or connected persons thereto provided that it is on fully commercial terms which must be valued by an Independent Qualified Valuer.

Moreover, the Scheme must abide by the Investment Restrictions laid out in B.3.2 of the Pension Rules for Personal Pension Retirement Schemes issued under the RPA.

## 8. Currency options

Members may elect to have the relevant Sub-Fund denominated in Euro, Pound Sterling or US Dollars. Members may also elect to receive benefits in a currency which will match their expenditure in their country or imminent new country of residence.

## 9. Architecture for investments

Praxis does not provide investment advice or investment management services. However, Malta's pension regulations make the investment function within a pension scheme mandatory. Subject to Praxis' approval, a Member may request for Praxis to:

- appoint an Investment Adviser to provide ongoing investment advice to the Member in respect of the Member's pension;
- appoint an Investment Manager to manage the Member's pension investments in accordance with their declared risk appetite;
- recognise the Member as a Professional Member who is able to manage his/her own investments.

An appointment of an Investment Adviser or Investment Manager will only be considered by Praxis when it is evidenced that the proposed party is appropriately licensed to carry out such services to the Member requesting them. Similarly, a Member may only be recognised as a Professional Member if that Member can demonstrate that he/she meets two out of the following three criteria:

- works or has worked in the financial services sector for at least three years in the last 10 years, in a professional position, which requires knowledge of the transactions envisaged;
- the size of the Member's account within the Scheme, defined as including cash deposits and financial instruments exceeds EUR 500,000;
- the Member has carried out transactions, in significant size, on the relevant market at an average frequency of 10 per quarter over the previous four quarters.

Praxis does not retain any commissions or retrocessions from any Investment Adviser or Investment Manager, nor from any bank with whom the Scheme's cash reserves are placed.

## 10. Fee structure

Fees charged by Praxis are set out in the Fee Schedule which is available upon request and included in the Scheme's application form which must be completed and signed by every prospective Member. These fees represent the entire remuneration of Praxis. Fees charged by the Investment Adviser, the Investment Manager and the Custodian will be paid directly from the Sub-Fund relevant to each Member and disclosed fully to the Member at the outset.

## 11. What type of contributions may be made to the Scheme?

Praxis may accept cash transfer values from any type of registered Retirement Scheme except where a Member has already purchased an Insurance Annuity.

Praxis will consider accepting in-specie transfers on a case-by-case basis. An independent valuation of such transfers may be requested by Praxis, unless the assets are traded on a recognised stock exchange. Appropriate advice must be taken by the Member in respect of any accumulated protected rights within a registered scheme.

## 12. What advice is required before an applicant is accepted into the Scheme?

Prospective Members of the Scheme should take independent advice on the suitability of the Scheme for their circumstances. Firms advising on the suitability of the Scheme should have specialist knowledge in this area and be suitably regulated in the jurisdiction from which they operate.

Neither Praxis nor any of its associated companies are licensed or qualified to provide advice relating to the appropriateness of the Scheme for an individual or the quantum of contributions that are appropriate for the Member's personal circumstances.

## 13. How much can be transferred to the Scheme?

Praxis will accept initial contributions of a minimum of £50,000 and Members may continue to make further contributions to the Scheme subject to a minimum of £20,000 (or currency equivalent) per annum or as otherwise agreed by Praxis from time to time.



It is essential that the Member takes appropriate tax advice before making contributions to the Scheme.

There is no limit on the value of contributions that a Member may contribute to the Scheme. However, contributions should not exceed what would be considered reasonable to provide the Member retirement income appropriate to their level of earnings and lifestyle prior to retirement. This is subjective and a Member should seek independent advice in relation to the quantum of contributions to the Scheme.

#### **14. How long does it take to make a transfer to the Scheme?**

This will depend on various factors, most notably, from which country the scheme is being transferred. It is generally anticipated that it may take anywhere from a couple of weeks to three or four months to complete a transfer from a regulated scheme. Much depends on the complexity of the transfer, the time it takes for the individual to receive the scheme transfer documents and tax advice and the level of co-operation from the current provider.

#### **15. Can transfers be made from schemes which are already in drawdown?**

Praxis is prepared to accept transfers from regulated schemes which are already in drawdown. However, as noted under section 11 above, Praxis cannot accept transfers if the Member has already purchased an Insurance Annuity. Moreover, in accordance with MFSA guidance, Members who are already in drawdown cannot make use of the initial tax free pension commencement lump sum available under the RPA. In effect, the Scheme must not be used as a conduit for accessing lump sums in excess of the limits imposed in the country out of which the Retirement Scheme is being transferred.

#### **16. What are the Tax reporting obligations?**

Tax reporting obligations will vary from one jurisdiction to another. The Member is responsible for obtaining the necessary tax advice to verify what reporting obligations they may have in respect of reporting benefits received from the Scheme to the relevant tax authorities. Prior to making any benefit payments to the Member, Praxis reserves the right to request written confirmation from the Member that such benefits have been or will be reported to the relevant tax authorities.

#### **17. When can benefits be taken from the Scheme?**

Benefits can commence on a Member attaining age 55. However, if before attaining the relevant age the Member should become incapacitated, then Praxis may exercise its discretion to pay benefits to the Member under the terms of the Scheme.

#### **18. What benefits options are available from the Scheme?**

##### **18.1 Lump sum**

The maximum lump sum that can be taken from the Scheme without liability to tax in Malta is 25% of the total value of the Sub-Fund. Lump sums are paid out as tax free payments in terms of Maltese law. However, Members should obtain advice in the jurisdiction in which they are resident to ascertain the tax treatment of any lump sum.

The lump sum is only available to the Member at retirement and must be taken within one year from the date of commencement of benefit payments, unless the source of the pension fund is a UK-registered pension transfer to which this time limitation does not apply.

##### **18.2 Programmed withdrawals**

Pension income can be paid to the Member by Praxis for the Member's lifetime or until the relevant Sub-Fund is exhausted based on publicly available annuity or drawdown rates. It is Praxis' standard policy to review the basis on which income is calculated at intervals of not more than three years. The Member may request an interim review during each three-year period.

Programmed Withdrawals will normally be paid annually, but by agreement with the Member, the payment frequency can be amended to monthly, quarterly or bi-annually.

##### **18.3 Annuity**

The Sub-Fund can be used to purchase an annuity from an Approved Annuity Provider. This may be particularly relevant where the Member has become entirely dependent on the amount of the annuity to fund their living expenses and requires the certainty that they will not outlive the remaining balance of the relevant Sub-Fund.

##### **18.4 Incapacity and early retirement**

In the event of incapacity of the Member, Praxis may immediately use the Sub-Fund to provide the Member with a lump sum payable immediately and/or a pension for life by way of annuity.

## 19. What death benefits are payable?

Any benefits described below may be subject to tax under the law of the Member's country of residence. Professional tax advice must be sought by the Member in this regard.

When the Member dies and is survived by one or more Dependants or other nominated beneficiaries, Praxis shall either:

**19.1** provide an immediate cash lump sum (being the balance of the relevant Sub-Fund less allowable deductions) to the Member's Dependants or other nominated beneficiaries, provided the MFSA has been notified of such a payment; or

**19.2** if the Member had previously so elected, provide one or more of the Member's Dependants or other nominated beneficiaries with retirement benefits for life either by:

- transferring the balance of the relevant Sub-Fund to an Approved Annuity Provider to purchase an annuity; or
- using the relevant Sub-Fund to provide an annual payment of no less than would be provided by an open-market annuity in accordance with the rates prevailing at the time.

If the Member dies without being survived by one or more Dependants or other nominated beneficiaries, Praxis will exercise its discretion with regard to the distribution of any amounts remaining within the Sub-Fund.

## 20. How does the Member nominate the individuals whom they wish to benefit on their death?

During their lifetime the Member may amend their list of named Dependants or other nominated beneficiaries at any time in writing to Praxis to reflect their changed circumstances or wishes and may also at any time specify in writing which of their named Dependants or other nominated beneficiaries are to receive death benefits.

## 21. ROPS

All of the foregoing sections apply to ROPS. This section serves to provide further information that relates specifically to transfers from UK regulated Retirement Schemes.

### What is a ROPS?

A ROPS, formerly known as a QROPS, is an overseas Retirement Scheme which satisfies the conditions set by HMRC to be a scheme eligible to receive an authorised payment in the form of a recognised transfer from a registered Retirement Scheme in the UK.

### Overseas Pension Charge

With effect from 9 March, 2017, an Overseas Pension Charge of 25% of the transfer value of the UK registered pension scheme will be applied by the transferring pension administrator unless the Member is resident in the same country as the ROPS is established or the Member is an EEA resident and the ROPS is established in the EEA.

### Lifetime Allowance

A transfer from a UK registered Retirement Scheme to a ROPS is treated by HMRC as a Benefit Crystallisation Event, which must be tested by the administrators of the transferring UK scheme against the individual's Lifetime Allowance. UK tax may be payable on any amount in excess of the individual's Lifetime Allowance at the time of the transfer, unless protection rights have been claimed.

### Flexible Benefits

A Member may elect to withdraw up to 100% of the assets of the relevant Sub-Fund. 25% of the value will be regarded as a Lump Sum (as described in section 18.1); the remainder will be subject to tax in Malta, or where a DTA confers taxing rights to the jurisdiction in which the Member is tax resident, will be subject to tax according to the rules of that jurisdiction.

### Residency and Reporting

Praxis is obliged to provide certain information to HMRC on all benefits paid from the Scheme when a Member is either:

- tax resident in the UK at the time that a payment is made; or
- resident outside of the UK but has been resident in the UK earlier in the tax year in which the payment is made, or where the payment is made within 10 years of the date of transfer of the fund.

After a period of 10 years from the date of the UK transfer, Praxis is no longer required to report the payment of any benefits to HMRC provided the Member has been non-UK resident during that entire period.

Praxis' reporting obligations automatically revive if a Member returns to the UK, regardless of whether it has been 10 years since the initial transfer was made. If the Member returns to the UK prior to benefits having been payable, Praxis must report the Member's return to HMRC as an "event".

## 22. Compensation

Unless otherwise prescribed, there exists no statutory provision for compensation in the case where a Scheme is unable to satisfy the liabilities attributed to it.

The Registration of the Scheme is not an endorsement by the MFSA of the Scheme's performance. The MFSA shall not be liable for the performance or default of the Scheme.

## 23. Accounting

In compliance with local regulations, Praxis will keep, maintain and prepare annual audited accounts for each Scheme Year. In addition, Praxis will submit an annual report and accounts for the Scheme to the MFSA. The Scheme's account period runs from 1 January to 31 December.

## 24. Investment monitoring and asset valuation

Under the terms of appointment of an Investment Manager, that Investment Manager will report on a minimum of an annual basis in respect of a Member's fund performance and asset allocation. Where an Investment Advisor is appointed or where the Member is recognised as a Professional Member, Praxis will review the fund performance and asset allocation.

Any Contributions made to the Scheme in the form of an in-specie transfer shall be valued by Praxis on the basis of an independent valuation unless the asset is listed on a recognised investment exchange.

Praxis will be relying on the valuation of assets as reported by the appointed Investment Manager or Custodian of the Member's Sub-Fund, so that it will be able to comply with the reporting obligations in terms of the Pension Rules and in order to enable Praxis to pay out any benefits or make any transfers as permitted by the Scheme Rules. As a general rule, all assets within the Scheme are valued on the basis of International Financial Reporting Standards. Should the Scheme hold any immovable property, revaluations of such property will be made by an Independent Qualified Valuer as defined in the RPA. Such re-valuations will be carried out at intervals as are considered appropriate and necessary by the Retirement Scheme Administrator taking into consideration the uses of the said immovable property and any disposals of such immovable property as may be required in order to pay out benefits.

## 25. Scheme's Functionaries

The following are the Scheme's Functionaries:

### James King – Managing Director

James joined Praxis in July 2015 and was appointed as Managing Director of the Malta office in May 2018. He is responsible for overseeing, developing and running the pension administration function that has an international client base utilising a range of personal and occupational pension plans established under trust as well as under contractual arrangements.

James has over 20 years of pensions administration experience in the UK, Channel Islands and Malta. Prior to relocating to Malta he was the Pensions Administration Director for a respected pension and benefits company based in Guernsey and has significant experience in the administration of International Pension Plans, QROPS and QNUPS arrangements.

In addition, James has been actively involved with the development of the specialist pension administration software used by Praxis.

### Andrea Garroni – Operations Director

Andrea joined the Praxis Group in 2012, to assist with the establishment and development of the Malta pensions business. He has since been responsible for overseeing its operations and was appointed to the Board as Operations Director in June 2018.

Before joining the Group, Andrea spent six years working for one of Malta's leading insurance companies and was involved in setting up their medical insurance department. During this time, Andrea obtained an advanced diploma in insurance from the Chartered Insurance Institute and qualified as a Chartered Insurer.

Andrea also holds an honours degree in psychology from the University of Malta.

### Denis Vella – Finance Director

Denis joined Praxis in 2016 after 15 years of proactive support to a wide range of clients in different industries in Malta and the UK. Over these years he was involved in various assignments including accountancy, audit, taxation, pensions, research and development, and ad-hoc project work. Denis enjoys supporting clients, making sure to deliver accurate and reliable information, within specific time limits.

Denis spent his last employment working with a reputable Guernsey pension administration company where he helped develop information systems for the efficient and accurate delivery of financial information.

With Praxis, Denis is in charge of producing and filing all financial reporting, preparing and submitting regulatory, tax and other compliance returns, and managing the workflows and deliverables of the bookkeeping and accounting function. He also assists with other pension accounting and reporting duties including the design and development of the investment monitoring programme.

Denis is a fellow of the Association of Chartered Certified Accountants and The Malta Institute of Accountants, and a Certified Public Accountant and Auditor in Malta.

#### **James Barber-Lomax – Non-Executive Director**

James joined Praxis' pension division in 2014, moving to the UAE with his family.

During 2016 he assisted with the establishment of Praxis Trust Limited in the Abu Dhabi Global Markets, the first regulated trust company in the financial centre while also being responsible for the development of the pension business in the Middle East, Far East and USA. He returned to London in 2018 and was a board member of Praxis' London operations before being made Group Head of Pensions in January 2022.

Prior to Praxis, James spent five years in banking before joining a Channel Island-based trust and corporate services provider in 2009, where he was appointed Head of Business Development and responsible for a team based in London.

James is a fully qualified member of the Society of Trust and Estate Practitioners and holder of the diploma in International Trust Management.

## **26. Where can I obtain additional information concerning the Scheme?**

Additional information may be obtained from the registered office of Praxis, namely Avenue 77, Block E, Level 2, Triq in-Negozju, Zone 3, Central Business District, CBD 3010, Malta

Furthermore, additional information concerning the Scheme, including the Scheme Rules, is available from Praxis.

Please contact us on the details below:

T: +356 22 193 800

F: +356 21 495 292

E: PES.Malta@praxisgroup.com

## **Scheme risks**

All investments involve a degree of risk to your capital, and it is important that you understand the risks arising from your Membership of the Scheme and the impact they may have on the benefits the Scheme entitles you to and your financial status.

The assessment of risk is not an exact science and therefore by its very nature, can be subjective and vary from person to person. It is important you understand fully the level of risk that you are willing and able to take; a lack of understanding of your tolerance and attitude to risk could result in you making unsuitable choices and losing capital value and receiving reduced benefits.

The explanations of risk that follow are based on market standard terminology and definitions. This is not an exhaustive list of the risks you may be exposed to as a Member of the Scheme and we will require that your application for Membership is made in conjunction with a suitably qualified financial adviser.

The risk factors which you and your financial adviser will need to take into account include the fact that:

- > high income withdrawals may not be sustainable throughout your life. Your life span and the investment performance of the assets held within your Sub-Fund are impossible to predict and this could result in a lower income than anticipated in future. As a result, unless a guaranteed annuity is purchased, once you start to draw down benefits from the Scheme and depending on the level of benefits paid, the assets may be exhausted before your death;
- > the investment returns on your Sub-Fund may be less than those shown in any illustrations you may receive. The value of the assets held within your Sub-Fund may not grow in value at the rates anticipated when you became a Member of the Scheme. A lower than projected value at your date of retirement will mean that you will receive lower benefits than you anticipated on becoming a Member of the Scheme;
- > annuity rates may be at a lower level should you choose to purchase an annuity. This means that irrespective of investment performance, the level of annuity you are able to purchase or the amount you are able to take as income payments from your Sub-Fund does not match your expectations when you became a Member of the Scheme and may be lower than the scheme you transferred from;
- > it is generally accepted that there is a trade-off between the levels of risk you are willing to tolerate and the long-term investment returns you can achieve. Some investors are more cautious and place a higher value on relative stability, security and preservation than they do on the potential to achieve higher investment returns. Some investors are more willing and able to tolerate volatility in values and uncertainty as to the final values in order to increase the potential investment returns;

- > an unforeseen change in the investment horizon may impact the value of your Sub-Fund at the time of commencing drawdown. Market values can change rapidly and may coincide with the date you decide to take benefits from the Scheme. Market conditions have an impact on the number of market participants willing to buy or sell individual investments. During periods of higher uncertainty, the number of sellers can outweigh the number of buyers and therefore have a significant negative effect on prices. This impact can be exacerbated for investments that are not commonly held or actively traded;
- > the longer you can afford to invest, the greater short-term risk you may be able to take for the opportunities provided; but if you are closer to retirement, your strategy may be to choose a steadier mix of funds;
- > the importance of the Scheme in terms of reliance on the income it generates may vary from Member to Member depending on their financial circumstances and the Scheme should not be considered as the primary or only source for retirement provision;
- > Membership of the Scheme should be considered in light of other retirement provision including occupational schemes that may be introduced in Malta in the future in view of the pending pension reforms;
- > the cost-effectiveness of your Membership of the Scheme may depend on a number of factors, including but not limited to:
  - the value of your Sub-Fund in the Scheme in relation to the initial and on-going costs (including our charges, which may increase in future);
  - the type of investments held in your Sub-Fund;
- > if your Sub-Fund is small or deals excessively, the value of your Sub-Fund may be eroded and the costs may be disproportionate to the value of your assets;
- > multiple investments and frequent dealing in small amounts may also result in excessive costs and a reduction in the value of your Sub-Fund;
- > increases in the level of inflation can have a negative impact on the purchasing power of an annuity, drawdown and the value of your Sub-Fund. Investments that provide a fixed amount of income on a regular basis can fall in value due to the weaker purchasing power of the income provided. Investments that provide a variable level of income, such as index-linked bonds and equities, can benefit from inflation as the investment income provided has the possibility of adjusting to changes in inflation;
- > a sustained period of falling prices or deflation can coincide with a period of reduced economic activity, which can have an adverse effect on the value of your Sub-Fund and the annuity rates and drawdown rates that are available;
- > changes in corporate and personal tax laws can adversely affect the value of your Sub-Fund and the net income you receive from the scheme. We strongly recommend that you obtain professional tax advice before becoming a Member;
- > if an investment, annuity or regular drawdown is denominated in a foreign currency, changes in exchange rates can also lead to losses when the investment is converted back into your domestic currency;
- > issuers of bonds, commercial deposits and short-term debt instruments are subject to credit risk. Issuers of these types of debt instruments may become insolvent and default on their obligations of repaying interest and the principal amount borrowed; and
- > foreign markets will involve different risks and in some cases the risks will be greater than in others. The potential for profit or loss from transactions on foreign markets or in foreign-denominated contracts will be affected by fluctuations in foreign exchange rates.

## Conflicts of interest

Conflicts of interest occur when personal, financial, or other interests compromise impartial decision-making. For example, a conflict of interest may arise if ancillary services offered by associated companies are provided to a member of the Scheme. To maintain integrity and transparency in our operations, Praxis is committed to avoiding such conflicts whenever possible and to identify, disclose and manage them when this is not possible.

## Sustainable Finance Disclosure Regulation (SFDR)

Praxis does not deem sustainability risks to be relevant to the Scheme in pursuing its investment objectives. As a result, Praxis does not integrate sustainability risks into its investment decision-making processes in respect of the Scheme, and an impact assessment of sustainability risks on the Scheme's returns has not, therefore, been considered relevant or necessary. Please refer to the Scheme Document for further information.

There are other risks that are not listed above which may be of relevance to a prospective and actual Member of the Scheme and we strongly recommend that you raise any queries or address any uncertainties with your financial adviser.

## Contact us

For more information please contact:

Praxis PES Malta Limited  
Avenue 77  
Block E, Level 2  
Triq in-Negożju, Zone 3  
Central Business District  
CBD 3010  
Malta

T: +356 22 193 800

F: +356 21 495 292

E: PES.Malta@praxisgroup.com

## Important notice

Since Members of the Scheme may be receiving funds, by way of capital or income in their country of residence, it is important to seek advice from a tax professional in that country. If investments are denominated in a currency other than that of the country where the Member is resident, any returns may increase or decrease as a result of currency fluctuations.

Some jurisdictions do not recognise tax free pension commencement lump sums, and if the Member is resident elsewhere there may be a liability on this sum.

All references to taxation are based on our understanding of current taxation law and practice as of the date of this document and may be affected by future changes in legislation and the individual circumstances of the investor. In addition, the information provided is also based on our current understanding of the relevant Maltese law. Pension investment values and income arising from them can fall as well as rise.

This information does not constitute advice and we do not accept responsibility for its interpretation or any future changes to law.

Please note that unless otherwise prescribed, there exists no statutory provision for compensation in the case where the Scheme is unable to satisfy the liabilities attributed to it and the registration of the Scheme is not an endorsement by the MFSA of the Scheme's financial performance.

## Glossary

**Annuity** - An annuity provided to a Member of the Scheme from an Approved Annuity Provider which is purchased from the balance of the relevant Sub-Fund after the deduction of expenses and losses in relation thereto.

**Application Form** - The Pathfinder Retirement Scheme Application Form.

**Approved Annuity Provider** - Any company, society or institution which is appropriately licensed to provide annuity products and which has been approved by Praxis and is acceptable under the RPA.

**Certificate of Membership** - The certificate of membership forming part of the contract of the Scheme, issued by the Administrator and confirming the membership of the Member within the Scheme.

**Contributor** - The individual making contributions to the Scheme in respect of that individual's interest in the Scheme.

**Contributor-Related Investment** - Any instrument issued by the Contributor or an affiliate of the Contributor; immovable property which is occupied or used by, or held under any title whatsoever by the Contributor or an affiliate of the Contributor; and loans to the Contributor or to an affiliate of the Contributor.

**Custodian** - One or more persons whom Praxis reasonably considers to be suitably qualified and competent to hold in custody part or all of the Scheme's assets.

**Defined Contribution Scheme** - A scheme which has as its primary purpose that of providing for the payment of retirement benefits, which are established by reference to the contributions paid into such scheme, the accumulation of profits, gains and other income, after the deduction of expenses and losses in relation thereto.

**Dependant** - The spouse, widow/widower or children of a Member together with such other person or persons whom Praxis, in their sole and absolute discretion, shall decide was, or were, financially or otherwise, dependent or interdependent upon the Member for the ordinary necessities of life immediately prior to the Member's death.

**HMRC Reference Number** - QROPS 900281

**Member** - Any person admitted to the Scheme and to, or in respect of whom, benefits remain payable, or prospectively payable, and "Membership" shall have a corresponding meaning.

**Praxis** - Praxis PES Malta Limited.

**Professional Member** - A Member of the Scheme that meets the criteria defined under the Pension Rules for Personal Retirement Schemes issued under the RPA to be able to manage his/her own investments and who has been recognised as such by Praxis.

**Programmed Withdrawals** - Pension benefits paid in the form of income which is calculated based on publicly available annuity/drawdown rates.

**Retirement Fund** - Trireme Pension SICAV Plc or any other Retirement Fund licensed by the MFSA to receive contributions from Retirement Schemes in terms of the Retirement Pensions Act, 2011.

**Retirement Scheme** - A scheme or arrangement under which payments are made to beneficiaries for the principal purpose of providing retirement benefits.

**Retirement Scheme Administrator** - A company responsible for managing the day-to-day affairs and the strategic decisions involved with a Retirement Scheme for the benefit of the Scheme's Beneficiaries.

**SICAV** - An open-ended collective investment scheme organised as a multi-fund public limited liability company with variable share capital.

**Sub-Fund** - A legally segregated cell within the SICAV which is maintained for a particular Member and in which that Member's share of the Retirement Fund's assets are held.

**The Scheme** - Pathfinder Retirement Scheme.

## Section 9: Terms and conditions – Declaration

### I hereby declare that:

1. I am aware that my Scheme Membership will be granted on the basis of the information disclosed in the Application Pack. I confirm that I have, along with my own due diligence and advice that I have taken, read and understood all the sections of the Application Pack, the fee schedules and the Scheme Particulars including the Scheme Risk Factors set out therein.
2. I acknowledge that Praxis may require additional documents and information before the application can be processed and that Praxis shall hereby be held harmless and/or be indemnified by the undersigned against any loss arising from a failure to process the application if such information has not been supplied.
3. To the best of my knowledge, all of the details disclosed are accurate and correct and are in no way misleading. I/We, agree to indemnify and hold harmless Praxis against any loss, liability, cost or expense (including without limitation attorneys' fees, taxes and penalties) which may result directly or indirectly, from any misrepresentation or breach of any warranty, condition, covenant or agreement set forth herein or in the application forms herewith or in any other document delivered by the undersigned to Praxis.
4. I confirm that my source of wealth is derived from the sources described above and that the contributions to be paid into the Scheme will be made from these same sources. Moreover, I confirm that all contributions made to the Scheme originate from a legitimate source and that neither I nor any of my contributions are directly or indirectly related to any criminal activity in any way. I further understand that I am required to confirm the precise source of wealth on each occasion that new contributions are made to the Scheme and acknowledge that you may need to obtain additional verification or any such contributions.
5. I undertake to inform Praxis about any material changes to any of the information disclosed, my risk profile or other relevant matters as soon as is practicably possible.
6. I acknowledge that neither Praxis nor any associate is responsible for managing the investments within the Scheme, my investment choices or the investment performance of the assets within the Scheme. As such Praxis cannot provide any guarantee as to the performance of the investments of the Scheme. I further acknowledge that Praxis accepts no liability for any fall in the value of the investments within my Scheme Account, or for any loss of opportunity whereby the value of the Scheme Account could have been increased, howsoever arising. Praxis will deal in good faith and with due diligence, and will seek to ensure that my Scheme Account is administered efficiently but they will not be responsible for any loss arising from errors of administration on their part, or on the part of any investment manager, financial adviser, bank or other agent or delegate dealing with the investments within my Scheme Account, except where the loss is the result of Praxis' own negligence, fraud or wilful default. I/We indemnify against any losses or liabilities reasonably incurred by Praxis arising out of or in connection with, and any costs, charges and expenses incurred in connection with, Praxis providing services to the Scheme, except to the extent of the Praxis' own negligence, fraud or wilful default. All indemnities given under this application shall survive my ceasing to be a member of the Scheme.

7. I have received independent tax advice and/or pension advice and/or legal advice and/or investment advice from a qualified and appropriate source. I confirm that Praxis has not provided me with any form of advice in relation to my application for membership of the Scheme.
8. Praxis does not accept or assume any duty of care or responsibility or liability to any third party and you indemnify us and Praxis and its associates against all actions or claims from third parties that may arise in the course of the provision of the Services.
9. I understand that any fees due to third parties and/or to Praxis and any expenses incurred, in relation to the administration of my Scheme, will be deducted from the assets representing my interest in the Scheme.
10. Praxis is hereby authorised and instructed to accept and execute any instructions in respect of my membership of the Scheme to which this application relates given by me/us in written form by mail or by email/facsimile. If the instructions are given by me/us by email/facsimile, I/we undertake to confirm them in writing should Praxis so request. I/We hereby agree to indemnify each of Praxis and the Scheme and agree to keep each of them indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon email/facsimile instructions. Praxis and the Scheme may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instruction or other instrument believed in good faith to be genuine or to be signed by properly authorised persons.
11. I consent to the collection, processing and storage of the information disclosed in the Application Pack as provided by the Data Protection Act, 2001, the Prevention of Money Laundering Act, 1994, and any amendments, subsidiary legislation and/or related regulations of the said acts. Furthermore, I consent to the disclosure of such information, subject to the provisions of the aforementioned legislation, to relevant third parties including but not limited to HM Revenue and Customs, the Inland Revenue Department of Malta and the Malta Financial Services Authority, and to the collection of additional information from such parties, when required. I also acknowledge and consent to the disclosure of such information by Praxis and/or the Inland Revenue Department of Malta, to other tax authorities as required under CRS, FATCA and any other tax reporting regimes that the Scheme may be subject to.
12. Praxis may make changes to the Scheme Particulars, Scheme Rules, Terms and Conditions, Fee Schedules and other relevant documentation (including introducing new charges or changes to the basis on which we charge for operating/providing product(s)/service(s)) by giving me at least 30 days' advance notice.
13. During the term of Praxis' administration, where Praxis is requested to undertake significant additional tasks outside the scope of those listed in the Fee Schedule contained within this application form, I authorise the administrator to charge on a time-spent basis under prior agreement.
14. I request that the Administrator considers appointing the individual and/or firms named in section 4. I authorise the Adviser named and/or any other representative of the firm named to provide advice and/or recommendations to the Administrator on the Scheme investments on an ongoing basis and request that the Administrator disclose information about the plan to my Advisers until further notice.

If you answer yes to any of the following questions, please provide full details on a separate sheet

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| Have you ever been subjected to a tax investigation anywhere in the world?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Have you ever been convicted of a criminal offence?<br><i>(other than driving offences that do not carry a custodial sentence)</i> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Have you any known creditors who may legally have a claim to any assets within the Scheme?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

I confirm that the information above is correct to the best of my knowledge and belief. I also confirm that I am acting on my own behalf and not on behalf of any third party.

Applicant's name

Date (DD/MM/YYYY)

Signature



# PRA<sup>X</sup>IS

## MALTA

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Block E, Level 2  
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