

Terms of Business

The following agreement outlines the terms and conditions on which we will provide services to you. It is important that you read this document carefully. If you have any questions about anything in it, please contact us immediately.

1. *Our Status*

Mount Street Trustees Ltd is regulated by the Central Bank of Ireland as a Multi Agency Intermediary under the Investment Intermediaries Act, 1995 (as amended), and is also registered with the Central Bank as an Insurance Intermediary under the European Communities (Insurance Mediation) Regulations, 2005. You may verify our authorisations by contacting the Central Bank of Ireland on 1890 777777. Attached is a copy of our authorisation from the Central Bank of Ireland as a “multi agency intermediary”. A copy of our Insurance Intermediary authorisation is available on request. No insurance undertaking holds a shareholding in Mount Street Trustees Ltd and we do not hold a shareholding in any insurer.

2. *Our Services*

We shall give advice and arrange an investment on your behalf in relation to:

- Shares in a company or bonds that are listed on a stock exchange, prize bonds
- Units or shares in undertakings for collective investment schemes including unit trusts and UCITS
- Tracker Bonds
- Insurance policies
- Personal Retirement Savings Accounts (PRSAs)
- Deposits

In order to provide these services we hold agency agreements with various product producers. A list of these companies is set out in Appendix 1.

3. *Advisory Services*

Where we are retained to give advice on a financial investment, product or service we are required to obtain from you sufficient information to enable us to make appropriate recommendations.

Directors: Marie Ainsworth, Pierce Kent, Kenneth O'Reilly Hyland, Maureen Shelley, Brian Tyrrell

Mount Street Trustees Limited registered in Ireland no. 449643 Vat No IE 9678407S

Registered address: 44 Upper Mount Street, Dublin 2, Ireland

Mount Street Trustees Limited trading as Mount Street Group is regulated by the Central Bank of Ireland

This will involve the completion of a fact find which may include some or all of the following:

- As private clients, personal data for both you and your spouse/partner such as ages, regular income and existing financial commitments.
- As corporate clients, information in relation to your business and/or employees, as appropriate.
- Details of existing policies, investments and savings
- Your knowledge of investment markets and attitude to risk
- Your objectives such as return on investment, expected retirement age, required income in retirement, access to investments on an ongoing basis
- Health status (where relevant)

We will give you advice and recommendations in accordance with your current requirements and the information supplied to us in a fact find. It is essential therefore that you provide us with all relevant information and where this changes, notify us of any such changes.

4. *Execution Only Service*

If you do not require an advisory service we may be retained to carry out a specific transaction which can be done on an execution only basis. This means that we will process a transaction without giving any advice or completing a fact find. In these circumstances we will require you to sign an execution only statement confirming that you understand we are not providing you with any advice, that investments can fall as well as rise and that you wish to proceed on an execution only basis.

5. *Our Remuneration*

We may receive our remuneration by way of commission from the companies with whom we place business on your behalf. We may accept additional commissions from financial institutions to whom we transmit such orders, related to the volume of business we place with that financial institution.

Commissions payable to us in relation to arranging certain life assurance, pension policies and PRSAs, are disclosed in a Disclosure Notice provided to you at the point of sale and/or at the cooling off stage.

We may be remunerated for some of our services by way of fees instead of or in addition to commission. We will notify you in advance where we propose to charge you a fee.

6. *Conflicts of interest*

Your attention is drawn to the fact that when we give you advice, we, or some other person connected with us, may have an interest, relationship or arrangement that is material in relation to the investment, transaction or service concerned. However our employees are required to comply with a policy of independence and disregard any such interest when making recommendations to you. If a conflict of interest becomes apparent to us, we will notify you in advance of providing a service.

7. *Receipt of Monies*

It is our policy not to accept client monies into a Mount Street Trustees bank account. We encourage clients to make premium cheques payable to the Insurer or product provider with whom the product is being placed, or alternatively to have these payments made by direct debit to the product provider.

8. *Default remedies and compensation*

8.1 - Default by you. We will, if necessary, exercise our legal right to receive any payments due from you for agreed services provided. Financial institutions may withdraw benefits or cover on default or non payment of any payments/premiums due by you for any investments/policies arranged for you. Details of these provisions are included in each product's terms and conditions.

8.2- Default by this firm. In the unlikely event that we cannot meet our liabilities to you

- (i) any monies paid by you to us as a result of an insurance renewal or an accepted proposal are deemed to be accepted by the insurance company with whom we have arranged your insurance hence your policy will not be affected
- (ii) You may be able to claim compensation under the Investors' Compensation Act, 1998. This Act established a compensation scheme for eligible investors of authorised investment firms. Our firm is a member of this scheme. The right to compensation will only arise if you are an eligible investor as defined by the Act, the firm is not in a position to return client money or investment instruments belonging to you and where the extent of your loss is recognised for the purposes of the Act. Your entitlement to compensation will be the lesser of 90% of your recognised loss or EUR20, 000.

9. *Complaints procedure*

If you would like to talk to us about how we could improve our service to you, or if you are unhappy with the service you are receiving, please let us know by telephoning Marie Ainsworth or Maureen Shelley on 6390460.

We will carefully consider any complaint as soon as we receive it and do all we can to explain the position to you. If we do not answer your complaint to your satisfaction, you may of course take up the matter with the Financial Services Ombudsman or the Pensions Ombudsman.

10. Anti Money Laundering

The providers of pension and investment services are regulated under the Criminal Justice (Money Laundering and Terrorist Financing) Act, 2010, and, as such, directors and staff in investment firms are required, under the anti-money laundering regime in the Republic of Ireland, to report any suspicion that a criminal offence giving rise to proceeds from criminal conduct has been or is being committed, regardless of whether that offence has been committed or being committed by their client or by third party. If as part of our normal work, we form a suspicion that such an offence has been or is being committed we are required to make a report to the Garda Siochana and the Revenue Commissioners. In such circumstances it is not our practice to discuss such reports with you because of the restrictions on disclosure imposed on us by the anti-money laundering legislation.

As a consequence of the anti-money laundering legislation we are required to identify our clients. We are therefore likely to request from you, and retain, some information and documentation for these purposes and/to make searches of appropriate databases. If satisfactory evidence of your identity is not provided within a reasonable time upon request, there may be circumstances in which we are not able to proceed with the proposed service. We are also required to identify the source of any funds which you wish to invest.

11. Confidentiality

We will use your personal information only for the purpose for which you provide it. All such information will be held in accordance with the Data Protection Acts. We will take all reasonable steps to ensure that persons employed by us are aware and comply with such legislation. We would like to be able to contact you by way of letter, email, SMS text, and fax, in relation to any service or product which we provide, and to provide information in relation to any products which we might consider to be of interest to you. If you not wish us to provide you with details of possible additional products please tick the box below.

12. Variation

This engagement letter may be varied or superseded at any time by agreement in writing between us, but any such variation shall not affect any rights or obligations of either of us already accrued. You or we may initiate such variations.

13. Termination

Either of us may terminate this engagement letter by written notice at any time.

Termination will not in any event affect accrued rights, existing commitments or any contractual provision intended to survive termination and will be without penalty or other additional payment save that you will pay (i) our fees pro rata to the date of termination; (ii) any additional expenses necessarily incurred by us in terminating this agreement letter; (iii) any losses necessarily realised in settling or concluding outstanding obligations.

14. Governing Law

Irish law will govern the provision of the services covered by this letter, and the Irish courts will have exclusive jurisdiction over any dispute.

Please confirm that you agree to the terms of this letter by signing the enclosed copy and returning it to us. If you do not agree with the terms of this engagement letter, please let us know. Once it has been agreed, this letter will remain effective until replaced or amended as agreed between us.

Yours faithfully
Mount Street Trustees Limited

I/We agree to the terms of the above letter.

I/We also agree to Mount Street Trustees making contact by way of letter, email, SMS text, and fax, in relation to any advice or business arranged and in respect of any new products or services which may be of interest to me. If you do not wish to be advised of possible new products or services please tick this box:

Signed: _____

Date:]

Appendix 1 – Companies with whom we hold an agency appointment

Company Name	Products
Zurich	Pensions: Group, Executive, Personal, PRSA, AVCs; Protection: Group life and PHI, individual life and PHI, critical illness; Savings and investments.
Standard Life	Pensions: Group, Executive, Personal, PRSA, AVCs; Protection: Group life and PHI, individual life and PHI, critical illness; Savings and investments.
Canada Life	Pensions: Group, Executive, Personal, PRSA, AVCs; Protection: Group life and PHI, individual life and PHI, critical illness; Savings and investments.
Irish Life	Pensions: Group, Executive, Personal, PRSA, AVCs; Protection: Group life and PHI, individual life and PHI, critical illness; Savings and investments.
Aviva Life and Pensions	Pensions: Group, Executive, Personal, PRSA, AVCs; Protection: Group life and PHI, individual life and PHI, critical illness; Savings and investments.
New Ireland	Pensions: Group, Executive, Personal, PRSA, AVCs; Protection: Group life and PHI, individual life and PHI, critical illness; Savings and investments.
Generali	Protection: Group Life and PHI
Investec Bank Plc Irish Branch	Deposits, Tracker Bonds, Foreign Exchange