



Terms of Business

SurePlan Financial Limited t/a SurePlan Financial is regulated by the Central Bank of Ireland as an investment intermediary authorised under the Investment Intermediaries Act, 1995; an insurance intermediary under the European Union (Insurance Distribution) Regulations 2018 and as a mortgage credit intermediary under the European Union (Consumer Mortgage Credit Agreements) Regulations, 2016. Copies of our regulatory authorisations are available on request. The Central Bank of Ireland holds registers of regulated firms. You may verify our credentials by searching for the firm's name at www.centralbank.ie/regulation

These Terms of Business ("Terms") outline the basis on which we provide regulated financial services to our clients. Please ensure that you read this document. These Terms apply to all business transactions undertaken for you or services provided to you and will remain in force until further notice. Should we make any material changes to our Terms, we will advise you in advance of providing any further services to you.

Contact Details

Our registered office is at 2nd Floor, Building 1000, City Gate, Mahon, Cork, T12 W7CV. Our company registered number is 672163 and our Central Bank registration number is C434118.

Statutory Codes

SurePlan Financial is subject to the Central Bank of Ireland's Consumer Protection Code, Minimum Competency Code and Fitness and Probity Standards. These Codes offer protection to consumers and can be found on the Central Bank website at www.centralbank.ie.

Services

Pensions & Retirement Planning, Financial Protection, Savings and Investments

SurePlan Financial is authorised by the Central Bank of Ireland to provide investment advice and to receive and transmit orders relating to investments, life assurance and protection products provided by Product Producers we hold appointments with. A full list of these Product Producers is available on request.

We provide these services based on a fair analysis of the market. According to the Consumer Protection Code, 2012, a "fair analysis of the market" means providing services on the basis of a sufficiently large number of insurance contracts or investment products and Product Producers available on the market, to enable SurePlan Financial to make a recommendation in accordance with professional criteria regarding which an insurance contract or investment product would be adequate to meet the consumer's needs. In practice, before recommending an investment, life, protection, pension or savings product to you, we will assess the range of products available from the Product Producers we have appointments with to assess which is most suitable for you. In making this assessment we consider the following criteria:

- Your needs and the size of your order,
- The number of providers in the market,
- The market share of each of those providers,
- The number of relevant products available from each provider,
- The availability of information about the products,
- The quality of the product and service provided by the provider,
- Cost, and any other relevant consideration.

We will provide assistance to you for any queries you may have in relation to life and protection policies or in the event of a claim during the life of the policies and we will explain to you the various restrictions, conditions and exclusions attached to your policy. However, it is your responsibility to read the policy documents, literature and brochures to ensure that you understand the nature of the policy cover; particularly in relation to permanent health insurance (income Protection) and specified illness policies.

Specifically on the subject of permanent health insurance policies it is our policy to explain to you a) the meaning of disability as defined in the policy; b) the benefits available under the policy; c) the general exclusions that apply to the policy; and d) the reductions applied to the benefit where there are disability payments from other sources.

For a specified illness policy, we will explain clearly to you the restrictions, conditions and general exclusions that attach to that policy.

Mortgages

SurePlan Financial can provide advice on and arrange mortgage products through our appointments with a range of lenders. We provide mortgage advice on a fair analysis basis. Please note that as affordability is the key factor in recommending any mortgage product, we are required to collect detailed information about your credit history before making a mortgage recommendation.

Sustainability Factors – Investment / Pension Advice

When providing advice, the firm considers the adverse impact of investment decisions on sustainability. As part of our research and assessment of products, the firm will examine the Product Providers literature to compare financial products and to make informed investment decisions about ESG products. The firm will, at all times, act in the client's best interests and keep clients informed accordingly. The consideration of sustainability risks can impact on the returns of financial products.

Anti-Money Laundering

In order to comply with legal and regulatory requirements we are obliged to request information from you to verify your identity as well as your source of funds and to keep a record of this information. Before making a recommendation to you, we will request such information and documentation where we deem it necessary to meet our obligations.

Should you not provide satisfactory evidence of your identity within a reasonable time, we may not be in a position to provide the services described in these Terms to you. We may be required to request updated identity and verification documents from time to time.

Fact find, Statement of Suitability and Ongoing Advice

All clients are required to complete SurePlan Financial's Fact-Find form. This contains key information on your contact details, financial information, objectives, needs and requirements and (where relevant) your risk appetite and investment time horizon. We will also obtain further information about your needs and requirements through meeting with you.

It is important that the information you provide is complete and accurate as it will form the basis for future recommendations, and we accept no liability for any omissions or oversights on your part. You are also requested to notify us of any material changes to your personal circumstances as these may impact on the advice and services we provide to you.

Prior to providing a recommendation for any of our products or services we will issue a Statement of Suitability to you detailing the reasons why we consider the product or service to be suitable or the most suitable for you based on your needs, objectives and all relevant circumstances.

It is in your best interests that you review, on a regular basis, the products which we have arranged for you. As your circumstances change, your needs will change. As part of our service we assess the ongoing suitability of

investment products (including insurance based investment products) we recommend. Notwithstanding, you must advise us of any changes to your circumstances and needs and request a review of the relevant policy or investment product so that we can ensure that you are provided with up to date advice and products best suited to your needs. Failure to contact us in relation to changes in your circumstances or failure to request a review, may result in you having insufficient insurance cover and/or inappropriate investments.

Fees and Charges

Pensions & Retirement Planning, Financial Protection, Savings and Investments

We will be remunerated for business services we offer you our client in a number of ways:

By commission earned from Insurers and Product Producers to whom orders are transmitted, details of these payments will be included in a product information document,

and/or

By you directly in the form of a fee which we will discuss and agree in advance of all transactions ,

and/or

You also have the option to pay for the services we provide by way of a combination of commissions and fees which we will discuss and arrange in advance of all transactions.

Details of commission arrangements in place with Product Producers are displayed on our website at www.sureplan.ie

Where we receive recurring commission, this forms part of the remuneration for initial advice provided. Where appropriate, a product information document will be provided to you in relation to certain insurance and pension products. In respect of other types of investments, details of commission payments will be provided to you separately. We may also receive renewal indexation or trail commissions while your policy remains in force.

Fee Table for Advisory and Financial Planning Services

Fees may be charged on an hourly rate. This will always be discussed and agreed in writing in advance of any work being undertaken on a client's behalf.

Directors	€200.00	Support Staff	€80.00	(Hourly Rate Ex VAT)
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Additional fees may be payable for complex cases to reflect expertise or urgency. The basic hourly rate as outlined may be subject to change should these additional factors arise. This will always be discussed and agreed in advance of any work taking place.

Professional Fees are non-refundable in the event that a policy is cancelled.

Mortgages

We receive commission of 1% from the mortgage providers we have appointments with. We reserve the right to charge a fee at application stage of the mortgage process, this will be discussed and agreed in writing in advance of any work being undertaken on a client's behalf.

Details of commission arrangements in place with Product Producers are displayed on our website at www.sureplan.ie

Additional fees may be payable for complex cases to reflect expertise or urgency. The basic hourly rate as outlined may be subject to change should these additional factors arise. This will always be discussed and agreed in advance of any work taking place.

Investor Compensation Scheme

The Investor Compensation Act, 1998 provides for the establishment of a compensation scheme operated by the Investor Compensation Company Limited (ICCL) and for the payment of compensation to clients that are deemed to be 'eligible investors. SurePlan Financial is a member of this compensation scheme. The amount of compensation that you may receive under the compensation scheme is 90% of the net amount you have lost or €20,000; whichever is less. Full details of the Investor Compensation Scheme are available on www.investorcompensation.ie.

Brokers Ireland Compensation Scheme

We are a member of Brokers Ireland and of the Brokers Ireland Compensation Fund. Subject to the rules of the scheme the liabilities of its members firms up to a maximum of €100,000 per client (or €250,000 in aggregate) may be discharged by the fund on its behalf if the member firm is unable to do so, where the above detailed Investor Compensation Scheme has failed to adequately compensate any client of the member. Further details are available on request.

Conflicts of Interest

It is the policy of SurePlan Financial to act in the best interests of our clients and to avoid a conflict of interest when providing services. However, where an unavoidable conflict arises, we will advise you of this in writing before providing any business service and request your written acknowledgment that you are aware of the conflict of interest and still want to proceed.

We have a written policy which sets out the steps that we take to ensure that we avoid or, where this is not possible, mitigate conflicts of interest that may arise in providing services to you. These steps include administrative and organisational arrangements appropriate to the size, nature and complexity of the business to ensure that staff always act in the best interests of clients. A copy of the policy is available on request, its main provisions are summarised in this Terms of Business.

It is our policy that none of our employees offer, give, solicit or accept gifts or rewards (monetary or otherwise) which are likely to conflict with any of their duties or activities. Employees of SurePlan Financial are remunerated substantially by salary rather than by variable remuneration based on commission or sales targets.

Data Protection

SurePlan Financial is a Data Controller as defined in the Data Protection Acts 1988 to 2018 ("Acts"). We collect personal data about you in order to provide the highest standard of service to you and in order to comply with our legal and regulatory obligations. This includes account opening information and any other personal data you provide to us or that we collect or process in the normal course of providing the services set out in these Terms.

We take great care with personal data that is provided to us, taking steps to keep it safe, secure and private and to ensure it is used only for legitimate purposes and in accordance with data protection legislation including the Acts and the General Data Protection Regulation 2018.

The data which you provide to us will be held in electronic format on a computer database . Your data will be processed only in ways compatible with the purposes for which it was given. We may use your personal data for the purposes of:

- Providing the services we have been contracted to provide to you including investment advice and receipt and transmission of orders.
- Reporting and management information, including quality assurance.
- Prevention of money laundering, financing of terrorism and fraud and otherwise complying with legal and regulatory obligations.
- Providing you with information about our services and products that may be of interest and relevance to you as we have a legitimate interest in providing you with information about our services. You have the

right to ask us not to send you marketing material and, at any time, you can 'opt out' of receiving marketing material.

We may share your personal data with:

- Product Producers we transmit orders to for execution.
- Regulators, law enforcement agencies and any other public bodies we are legally obliged to disclose such information to.
- Service providers of SurePlan Financial who have undertaken to keep such information confidential.

In order to comply with regulatory obligations, we are obliged to retain personal data for a minimum period of 6 years or such longer period as we are directed to by law. You have the right at any time to request a copy of any 'personal data' that we hold about you. You may have other rights in relation to your personal data which apply in certain circumstances and which are described in more detail in our privacy statement on our website. You may request a copy of your personal data by writing to the Data Protection Officer, SurePlan Financial Limited, 2nd Floor, Building 1000, City Gate, Mahon, Cork, T12 W7CV.

By agreeing to these Terms of Business you acknowledge the processing of your personal data as set out herein.

Complaints

SurePlan Financial has a written procedure in place for the handling of any complaints that are made against our firm for services provided by us. This procedure ensures that all complaints are recorded and acknowledged in writing within 5 business days and are fully investigated. Any complaints should be addressed to The Compliance Officer, SurePlan Financial Limited, 2nd Floor, Building 1000, City Gate Mahon Cork T12 W7CV. If you are dissatisfied with our handling of, or response to your complaint, you can refer the matter to The Financial Services and Pensions Ombudsman. The Financial Services and Pensions Ombudsman is a statutory officer who deals independently with unresolved complaints from consumers about their individual dealings with financial services providers. It is a free service to the complainant.

Further details relating to the Financial Services and Pensions Ombudsman, including how to make a complaint, are available at www.fspo.ie, by telephone on Lo-Call Number: 1890 88 20 90, or by writing to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

Default

SurePlan Financial will, if necessary, exercise its legal rights to receive any payments due to it from clients for business services provided by it and, to be reimbursed for any value obtained by the firm for clients arising from payments by the firm on behalf of clients who subsequently default in any payment due to the firm. Product Producers may withdraw benefits or cover on default of any payments due under any products arranged for your benefit. Details of these provisions will be included in your product terms and conditions.

Governing Law

These Terms of Business shall be governed by the laws of the Republic of Ireland. These Terms of Business are effective from 12th November 2020 and apply until further notice.