

Terms of Business (Version 17, 10/2013)

Regulatory Matters

Eamon Porter trading as Aspire Wealth Management is regulated by the Central Bank of Ireland as an Authorised Adviser under Section 10 of the Investment Intermediaries Act 1995, as a Mortgage Intermediary under Section 166 of the Consumer Credit Act 1995 (as amended) and as an Insurance Intermediary under the European Communities (Insurance Mediation) Regulations, 2005 (as amended). Copies of the firm's Statements of Authorised Status can be viewed at our offices or at www.aspire-wealth.com. As an Authorised Adviser the firm is authorised to provide broad based investment advice and receive and transmit orders in respect of:

- UCITS (Undertakings for Collective Investment in Transferrable Securities)
- Tracker Bonds
- Insurance Policies (including unit linked investments, pensions, life assurance, income protection insurance, specified illness insurance and savings contracts)
- Personal Retirement Savings Accounts (PRSAs)
- Listed Shares and Bonds

The firm is also authorised to act as a deposit broker and to give advice in respect of deposits.

As a broker, we provide a fair analysis of the market in relation to life assurance, specified illness, income protection, investment, pensions and bank deposits. This means we will research the market place and recommend the best products to suit your needs.

We provide limited analysis of the market for mortgages.

In addition to these regulated activities, Aspire Wealth Management provides services in the areas of expert witness work and expert opinion, both of which are financial services that are not regulated by the Central Bank of Ireland and for which specific fees will be quoted in advance of any work undertaken.

We offer independent financial advice on a fee basis in respect of investment planning, retirement planning and financial planning.

Aspire Wealth Management is subject to and complies with the Consumer Protection Code, Minimum Competency Code and the Fitness and Probity Standards as laid down by the Central Bank of Ireland, details of which are available on the Central Bank website www.centralbank.ie.

Consumer Protection

This firm is a member of the Investor Compensation Scheme established under the Investor Compensation Act, 1998. This legislation provides for the establishment of a compensation scheme and to the payment, in certain circumstances, of compensation to clients of firms covered by the Act. However, you should be aware that a right to compensation will only arise in respect of regulated products which the firm is authorised to advise on and deal in and where money or investment instruments arranged by this firm on your behalf cannot be returned either for the time being or in the foreseeable future and where the client falls within the definition of eligible investor as set out in the Act. In the event that a right to compensation is established, the amount payable is the lesser of 90% of your loss which is recognised as being eligible for compensation or €20,000. Your legal rights against the firm are not effected by this scheme.

Aspire Wealth Management also holds Professional Indemnity Insurance to the value of €1,500,000 as it is required to do under the European Union Insurance Mediation Directive (2002/92/EC).

Conflict of Interest and Complaints

This firm does not have any “tied” relationships with any institution that would compromise our ability to offer you unbiased advice and choice. It is the policy of the firm to avoid any conflicts of interest when providing business services to its clients. However, where an unavoidable conflict may arise we will advise you in writing before providing any such service. If you have not been advised of any conflict you may assume that none arises.

The firm has written procedures in place for the effective consideration and handling of complaints. A copy of our full complaint procedure is available on request or at www.aspire-wealth.com. This procedure ensures that complaints will be recorded and acknowledged in writing within 5 business days. Any complaints that you may have should be addressed to the Compliance Officer, Aspire Wealth Management, 207 New Street Mall, Malahide, Co. Dublin. All complaints will be fully investigated and the outcome of the investigation will be communicated to the complainant.

In the event of the complainant remaining dissatisfied with the firm’s handling of and response to a complaint in respect of protection, investment, deposits or mortgages, or the selling of a pension-related contract, the complaint may be referred to the **Financial Services Ombudsman, Lincoln Place, Dublin 2**. The office of the FSO can be contacted at:

Lo Call: 1890 88 20 90
Tel: 01 6620899
Fax: 01 6620890
Email: enquiries@financialombudsman.ie

If the complaint is in respect of maladministration of a pension, the complainant may refer it to the **Pensions Ombudsman, 36 Upper Mount Street, Dublin 2**. The office of the Pensions Ombudsman can be contacted at:

Tel: 01 6471650
Fax: 01 6769577
Email: info@pensionsombudsman.ie

Knowing Your Client and Suitability Statement

Our services and advice are highly dependent upon our knowledge of your financial circumstances and, to this end, we will require you to complete an up to date personal financial questionnaire or provide us with sufficiently adequate third party documentation to enable us to obtain the relevant information. In the event that you fail to provide us with sufficient information in respect of either your overall personal circumstances or for a specific transaction, we are required under the Consumer Protection Code 2012 not to act for you in such matters.

The suitability of all financial products depends on many factors and Aspire Wealth Management undertakes to use its experience and expertise in considering all relevant factors before recommending to any party the purchase of any product.

Before purchasing any product you will be advised of such suitability and then given a statement of why, in our opinion, such product is suitable for your needs. All advice given will be based on our understanding of current law and Revenue Commissioner practice. It may be that subsequent changes might affect the validity of recommendations that may have been made and the use of any such product might need to be reviewed as a result.

Handling Clients’ Money

We do not operate bank accounts specifically for client monies. Other than fees due to the firm, Aspire Wealth Management will only accept payments by cheque or banker’s draft in respect of those classes of business listed above on which it is authorised to advise and where the premium / investment is in respect of either a renewal of a policy which has been invited by an Insurer or a proposal / new investment accepted by an Insurer or investment company and provided the payment is made out to that financial institution.

Receipts

Aspire Wealth Management will issue a receipt for each non-negotiable or negotiable instrument or payment received. This is pursuant to Section 30 of the "Investment Intermediaries Act, 1995". These are issued with your protection in mind and should be stored safely.

We also issue receipts for completed direct debit mandates submitted to us.

Anti-Money Laundering Requirements

As with other professional services firms, we are under stringent requirements to identify our clients for the purposes of anti-money laundering legislation. We are required to request from you, and retain, some information and documentation for these purposes. If satisfactory evidence is not provided within a reasonable time, there may be circumstances in which we may not be able to proceed with your business transaction.

The provision of investment services is regulated under the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 and, as such, directors and staff in Investment and Mortgage Intermediary firms are required to report all knowledge or suspicion or reasonable grounds to know or suspect that a criminal offence giving rise to any direct or indirect benefit from criminal conduct has been committed, regardless of whether that offence had been committed by a client or third party. If, as part of our normal work, we have knowledge or suspicion, or have reasonable grounds to know or suspect that such offences have been committed we are required by law to make a report to An Garda Síochána and Revenue Commissioners. In such circumstances we are prohibited from discussing such reports with you of same, such prohibition arising from restrictions imposed by the "tipping off" provisions of the anti-money laundering legislation.

Clients Duty of Disclosure to Insurers and Duty of Utmost Good Faith And The Responsibilities Of Clients

The law in the Republic Of Ireland deems insurance to be a special class of contract which imposes onerous duties upon prospective Insureds and their agents, who are obliged to act with utmost good faith towards Insurers at all times. In addition, they are obliged to disclose to Insurers, before the contract is concluded, all material information that is known to them. This obligation of disclosure extends to those matters of which they ought to be aware in the ordinary course of their business.

If there is any breach of these duties the Insurers will be entitled to cancel the policy of insurance from inception, if the breach induced the making of the contract on the relevant terms, as well as seeking the recovery of all claims already paid under the policy. These duties of utmost good faith and disclosure also apply to the claims process. In completing a proposal form or claim form or other documentation relating to an insurance policy, the accuracy of all answers, statements and / or information is the Insured's sole responsibility.

Remuneration Policy

Aspire Wealth Management is a financial planning business which is remunerated by fees and/or commissions. We will offer you the option to pay by means of a fee or commission in respect of advice for investments, pensions and mortgages.

For insurance products such as life assurance, specified illness and income protection we arrange such contracts on the basis of commissions payable to us unless you advise that you wish to pay by an hourly fee instead. If you elect to pay by a fee you must advise us of your intention to do so prior to us commencing work on arranging a policy for you. This fee will be agreed with you before work commences. If you elect to pay by commission, the total fee payable by you will not exceed the amount of commission received by us. However, we reserve the right to charge an application fee at our absolute discretion if the policy for insurance is not issued by the product provider. Alternatively, if you may elect to pay by an hourly fee, fees charged will be abated to the extent of any commission which we receive from third parties in connection with any transactions arranged by us for you. Please note that in some cases, the fee charged may be higher than the commission received in which case we will invoice you for the difference.

Fees are charged on a time spent and disbursements basis, but specific fees for a project or process may be quoted for particular circumstances. Other than these said projects or processes, our current basic hourly rate is €350 for Principal and Consultants and €80 for support staff. In determining the rate, any additional charges factors such as specialist skills, complexity, value, risk and urgency will be taken into account. The rate of fees may be increased over time in line with inflation. In the event of a client defaulting on any payment of fees, the firm will, if necessary, exercise its legal rights to recover such monies due. Fees may be charged for advice given irrespective of whether a product purchase is initiated by the client.

Where no explicit fee is charged to you, we are usually remunerated directly by the provider concerned – this may result in a reduced investment allocation rate or a higher management charge. In all instances we strive to keep our charges competitive and appropriate to your personal circumstances. Where we put in place a financial product with a financial institution that generates a payment to us by commission or other payments summary details of such receipts will be included in a product disclosure document which you are legally entitled to receive before an application for a product is completed and full details will be provided to you with your application document.

Termination of Relationship and Outstanding Fees

You or we may terminate our authority to act on your behalf with immediate effect at any time, but the termination must be communicated in writing and cannot be backdated. The termination will be without prejudice to the completion of any transactions already initiated and you will remain responsible for the payment of any fees and expenses incurred up to the date of termination, or to the date of completion of any transactions in progress, whichever is the later.

In the event that a product arranged on your behalf is redeemed which results with Aspire Wealth Management being required to refund commissions received, we reserve the right to charge you a fee for services provided up to the amount of commission refunded.

Cancellation/Cooling Off Period

A consumer has the right to withdraw from a life assurance company product (covering protection, pensions or investments), without giving any reason, within 30 days of the start date of the policy – this is known as the ‘Cooling-Off Period’. This right of withdrawal may be exercised by notice in writing to the relevant life assurance company quoting your policy number. Any premium so paid will then be refunded without deduction.

Data Protection

We keep records of our business transactions for at least six years, including personal data defined as sensitive under the Data Protection Act 1988 and 2003. You have the right to inspect copies of all entries in our books or computerised records relating to transactions with you.

Our staff and support service providers will only use your personal information to offer advice on products that are suitable to you and your circumstances. We may occasionally contact you with information about pertinent products and services. You have the right to ask us not to send this marketing information to you at any time.

As your financial advisors we may need to share relevant information on your personal and financial circumstances with third parties, such as, but not limited to, your accountant, tax advisor or solicitor. No information will be shared without your express written consent.

Call Recording

All calls, both inbound and outbound, may be recorded.

Insurer or Investment Company Security and Investment Risk Warning

Aspire Wealth Management seek mortgages, insurance and investment contracts for our clients from Financial Institutions that meet our minimum financial guidelines for usage, unless we receive instructions in writing from our clients to the contrary. However, we cannot and do not guarantee the current solvency or continuing

solvency of any Institution used and clients should note that the financial position of an Institution could change after a mortgage, insurance cover or investments have been incepted.

We also ensure that any investments made by clients acting on our advice are structured bearing their personal needs and circumstances in mind. Nevertheless it is important that you, as a client who may receive such investment advice, acknowledge that all investments as well as financial products such as cash deposits carry at least some element of risk, either by way of systemic or specific market risk or through the failure of a financial institution to fulfil its commitments to holders of products, such as but not limited to, deposit accounts or tracker bonds.

In addition, the past performance of a particular investment market or a particular investment product should not be interpreted as an indicator of future investment performance as investment markets, especially over the short term, can fall as well as rise.

Governing Law and Business Succession

These Terms of Business shall be governed by and construed in all respects according to the laws of the Republic of Ireland and are valid from 1st January 2012 until further notice and will be deemed to cover any successors in business to Aspire Wealth Management. This Terms of Business supersedes with immediate effect any others that we may have previously issued to you.

Acceptance of These Terms

I/We have read through, understand, accept and return this Terms of Business confirming my/our agreement to Aspire Wealth Management, 207 New Street Mall, Malahide, Co. Dublin acting as my/our Financial Planner and Adviser and I/we also authorise you to hold my/our personal data on file, to contact me/us in writing, by telephone or by email in respect of financial matters, and to obtain or provide any relevant information in respect of my/our existing policies, pensions, borrowings or investments directly from or to the appropriate data processors, product or investment providers with whom we hold products.

I/We further authorise you to provide me/us with details of any products which Aspire Wealth management may deem it in my best interests to be aware of.

I/We hereby authorise Aspire Wealth Management, 207, New Street Mall, New Street, Malahide, Co. Dublin to request information on my behalf from any party with whom I/we have contracted in respect of any insurance, pensions, superannuation, bank accounts or investments held by me/us, in their capacity as my/our authorised financial advisors.

..... Signature of Client (1) Please print name (and where you are acting for a business, the name of the business and your position) Date
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..... Signature of Client (2) Please print name (and where you are acting for a business, the name of the business and your position) Date
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**Product Producers and Products for which Aspire Wealth Management holds
written Letters of Appointment to act as intermediary**

Institution	Life Assurance	Serious Illness	Income Protection	Investment	Pensions Inc PRSAs	Mortgages
Acorn Life				Yes	Yes	
Aviva Life & Pensions Ireland Ltd	Yes	Yes	Yes	Yes	Yes	
Bank of Scotland (Ireland) Ltd				Yes		
BCP Asset Management Ltd				Yes	Yes	
Caledonian Life	Yes					
Canada Life Assurance (Ireland) Limited	Yes	Yes	Yes	Yes	Yes	
Friends First Life Assurance Company Ltd	Yes	Yes	Yes	Yes	Yes	
Goldcore Ltd				Yes	Yes	
Irish Life Assurance plc	Yes	Yes	Yes	Yes	Yes	
Liberty Mortgage Corporation Limited						Yes
New Ireland Assurance Company plc	Yes	Yes	Yes	Yes	Yes	
Oregan Financial Limited				Yes	Yes	
P & C Financial Services						Yes
Scottish Mutual International T/A Phoenix Ireland				Yes	Yes	
Standard Life Assurance Company				Yes	Yes	
The Loan Arranger Ltd						Yes
Wealth Options Limited				Yes	Yes	
Zurich Life Assurance plc	Yes	Yes	Yes	Yes	Yes	