

Terms of Business (v33, effective 1/1/2022)

Regulatory Matters

Aspire Wealth Management Ltd is regulated by the Central Bank of Ireland (registration reference C458704) as follows:

- As an Investment Product Intermediary under Section 31 of the Investment Intermediaries Act, 1995 (as amended),
- As 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 the firm's Statements of Authorised Status can be viewed at our offices or at www.aspire-wealth.com. You may contact the Central Bank of Ireland on +353 (0)1 224 6000 or alternatively visit their website at www.centralbank.ie to verify our credentials. The firm is authorised to provide broad based investment advice and receive and transmit orders in respect of:

- Collective Investments
- 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

Aspire Wealth Management Ltd 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

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

In addition to these regulated activities, Aspire Wealth Management Ltd provides services in the areas of financial planning 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 specialist financial advice on a fee basis in respect of investment planning, retirement planning and financial planning. We are not responsible for client's tax returns on investment gains, losses or income or any other tax related items.

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 affected by this scheme.

Aspire Wealth Management Ltd also holds Professional Indemnity Insurance to the value of €2,000,000 for any one claim which is greater than that for which it is required to do so under the European Union Insurance Mediation Directive (2002/92/EC) i.e. €1,300,380 for individual claims and €1,925,000 in total.

Conflict of Interest and Complaints

This firm does not have any “tied” relationships with any institution that would compromise our ability to offer you advice and choice based on a fair analysis. 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 Ltd, Priory House, 19 Priory Office Park, Stillorgan, Dublin A94 H7A4, Ireland. 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 the selling of a pension-related contract, the complaint may be referred to the **Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29**. The office of the FSPO can be contacted at:

Tel: 01 5677000
Email: info@fspoi.ie
Website: www.fspoi.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 may, from time to time, 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. Suitability of all financial products depends on many factors and Aspire Wealth Management Ltd 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 financial product through the agency of this firm you will be advised of such suitability and then given a statement of why, in our opinion, such product is appropriate 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.

When providing investment advice, the firm considers Environmental, Social and Governance matters (ESG) of the potential options that our clients could invest in. Clients will be briefed as to the relevant risk and return issues attached to these options but at all times the final investment decision will remain with the client.

Handling Clients' Money

We do not hold client money. Other than fees due to the firm, Aspire Wealth Management Ltd will only accept cheque or banker's draft made payable to the insurer or investment firm providing the policy or product.

Receipts

Aspire Wealth Management Ltd 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 or as applicable (for insurance products) under section 3.5 of the Consumer Protection Code. These are issued with your protection in mind and should be stored safely.

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.

Under the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended) we are required to report all knowledge or suspicion 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 the 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

In completing an insurance proposal you are required to answer all questions posed by us or the Insurer honestly and with reasonable care. Specific questions will be asked and you should be aware that when a policy is incepted following the completion of a proposal form or on a 'statement of fact' basis, we assume that the client has checked the accuracy of all information provided.

If there is any breach of these duties the Insurers may 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.

Remuneration Policy

Aspire Wealth Management Ltd is a financial planning business which is remunerated by fees for financial planning work and expert opinion work. We are also remunerated by fees or commissions for the arrangement of any financial product, the choice for remuneration method being left with the client. Where no explicit fee is charged to you, we are usually remunerated directly by the provider concerned but with agreement in advance by you. In the case of *lump sum pension and investment arrangements* this may result in a reduced investment allocation rate or a higher management charge.

If you elect to pay by a fee for a *life assurance company product* you must advise us of your intention to do so prior to us commencing work on arranging such a product for you. Our minimum fee for arranging Life Assurance cover policies is €1,000 and may be higher depending on the speed required to place cover, the complexity of the client circumstances and the difficulty of arranging cover.

A minimum fee of €1,000 will apply to *single premium new or top up payments for investments and pensions*. If you elect to pay by commission, the total fee payable by you will not exceed the amount of commission received by us.

Where we put in place a financial product with a life assurance company 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.

We may receive up to 1% commission of any loan for arranging *mortgage finance*. The actual amount will be disclosed at a later stage of loan offer in the ESIS document (European Standardised Information Sheet) that will be issued by the lender.

We *reserve the right to charge an application fee at our absolute discretion* if:

- A policy for insurance protection is not issued by the product provider for reasons such as non-insurability arising during the initial underwriting phase or you decide to not proceed with a product purchase.
- A mortgage loan offer is not taken up by you even though our services were engaged to do so.

In all instances we strive to keep our charges competitive and appropriate to your personal circumstances.

As required under provision 4.58A of the Central Bank of Ireland's Addendum to the Consumer protection Code (2020), all intermediaries must make available in their public offices, and on their website, a summary of the details of all arrangements for any fee, commission, other reward, or remuneration provided to the intermediary which it has agreed with its product providers. You are asked to confirm by signing at the end of this document that this remuneration document which is available at www.aspire-wealth.com has been brought to your attention, and that you have been made fully aware of same.

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. Specific fees for a project or process may be quoted for particular circumstances.

For work 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.

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 Ltd 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 reference number. Any premium so paid to a protection contract will then be refunded without deduction. For lump sum investments you will get back the original investment less any reduction in the value of your investment that may have happened while the plan was in place before such cancellation occurs.

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 to 2018. 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 Ltd seek insurance, pension, annuity, 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, pension, annuity or investment has 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 either of which may form part of the investment product structure that we might advise you on.

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 significantly 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 1 September 2021 until further notice and will be deemed to cover any successors in business to Aspire Wealth Management Ltd. This Terms of Business supersedes with immediate effect any others that we may have previously issued to you.

Data Privacy Statement

1. What is our role under Data Protection legislation?

Aspire Wealth Management Ltd is a data controller. This means we determine how your personal data is processed and for what purposes. Our principal address is Priory House, 19 Priory Office Park, Stillorgane, Dublin, A94 H7A4, Republic of Ireland.

2. What information do we collect about you?

In order to comply with our obligations under the General Data Protection Regulation (GDPR), we may collect the following information:

Names, contact information including home address, phone number, gender, date of birth, email address, marital status, employment details, copy or photo and address ID (A passport, driver's license, utility bill), copy of PPS number, bank account details, financial information, next of kin details, health information. **Please note, if we are collecting health information, this is a special category data, and we will require a signature to confirm we should have the information.**

3. How do we use your information?

Aspire Wealth Management Ltd complies with its obligations under the "GDPR" by keeping personal data up to date; by storing and destroying it securely; by not collecting or retaining

excessive amounts of data; by protecting personal data from loss, misuse, unauthorised access, and disclosure and by ensuring that appropriate technical measures are in place to protect personal data. We use your information for the following purposes:

- To provide you with advice for your exact needs
- To better understand your needs
- To improve our services to you
- To comply with applicable laws and regulations

4. What is the legal basis for us to use your information?

The legal basis we work from:

- Express consent from clients. Where you have provided your consent to processing (e.g. To receive information about services of interest to you), you may withdraw your consent at any time by emailing eporter@aspire-wealth.com
- Performance of a contract
- Legal obligation (e.g. Anti-Money Laundering & Central Bank of Ireland Obligations)

5. Who do we share your information with?

When providing services to you, in certain circumstances we may need to share personal information with:

- Your authorised representatives
- Service providers providing us with support services
- Statutory and regulatory bodies
- Law enforcement authorities

6. Possible transferring of your information outside the European Economic Area (EEA)

By providing your information, you are consenting to the transfer of the information outside of your country to the USA and other jurisdictions outside of the European Economic Area (EEA).

7. How long do we keep your information?

We keep your information in accordance with the guidance set out within our formal records retention policies and do not maintain data beyond what is absolutely required.

8. What are your personal information rights?

You have the following rights with respect to your personal data:

- The right to request a copy of your personal information
- The right to correct and update your personal information
- The right to request the deletion of your information in certain circumstances such as:
 1. You withdraw your consent.
 2. Your information has to be deleted to comply with a legal obligation.
 3. Your personal information was unlawfully processed.
 4. Where there is no legitimate requirement to continue the processing.

5. Where your information is processed in relation to the offer of services to a child.
- The right to request information transfer digitally.
 - The right to object to the processing of personal data, where we:
 1. Rely on legitimate interests as the legal basis for processing.
 2. Use the data for direct marketing.
 3. We process data for the purposes of scientific/historical research and statistics.

9. How can you exercise your rights?

You may exercise any of these rights free of charge by contacting us at:

Name: Eamon Porter
Phone: +353 862253551
Email: eporter@aspire-wealth.com

10. What are your rights to lodge a complaint?

You may lodge a complaint with the Data Protection Commissioner, who can be contacted at:

Data Protection Commissioner
Canal House, Station Road, Portarlinton, Co Laois, R32 AP23.
Phone: +353 5786 84800 / + 353 7611 04800
Fax: +353 57 868 4757
Web: www.dataprotection.ie
Email: info@dataprotection.ie

11. How do we use Cookies?

We use cookies to help us operate our website and services in order to enhance and customise your experiences with us.

12. Further processing

If we wish to use your personal data for a new purpose, not covered by this Data Privacy Notice, then we will provide you with a new notice explain the new use of your personal data prior to commencing the processing. We will seek your prior consent to the new processing.

13. Changes to this notice

Should we update, amend, or make any changes to this document, those changes will be posted on our website under the Privacy Notice page.

Shareholding

Sheamon Holdings Ltd owns 100% of the capital of Aspire Wealth Management Ltd.

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 Ltd, Priory House, 19 Priory Office Park, Stillorgan, Dublin, A94 H7A4 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 Ltd may deem it in my best interests to be aware of.

I/We hereby authorise Aspire Wealth Management Ltd, Priory House, 19 Priory Office Park, Stillorgan, Dublin, A94 H7A4 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.

I/We confirm that my/our attention has been drawn to the requirements under 4.58A of the Central Bank of Ireland's Addendum to the Consumer protection Code (2020). I acknowledge that a summary document is available of the details of all arrangements for any fee, commission, other reward or remuneration provided to Aspire Wealth Management Ltd which it has agreed with its product providers. By signing this document I/we acknowledge that this document is available at www.aspire-wealth.com and I/we confirm that this has been brought to my/our attention, and that I/we have been made fully aware of same.

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Signature of Client (1)

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Please print name (and where you are acting for a business, the name of the business and your position)

.....
Date

.....
Signature of Client (2)

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Please print name (and where you are acting for a business, the name of the business and your position)

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Date