



TERMS OF BUSINESS

These Terms of Business including the Schedule of Fees & Charges set out the general terms under which Xeinadin Financial Services will provide business services to you and the respective duties and responsibilities of both the firm and you in relation to such services. Please ensure that you both read and understand these terms and if you have any queries, we will be happy to clarify them. If any material changes are made to these terms, we will notify you.

1. Our Status

Xeinadin Financial Services Limited ("XFSL") (C526998) is regulated by the Central Bank of Ireland as an Investment Business Firm authorised pursuant to section 10 of the Investment Intermediaries Act, 1995 (as amended). XFSL is registered as an insurance distribution intermediary registered under the European Union (Insurance Distribution) Regulations 2018. XFSL is also registered as a mortgage credit intermediary/mortgage intermediaries authorised pursuant to Section 31(10) of the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 and Section 151A (1) of the Consumer Credit Act 1995. The Central Bank holds a register of all regulated firms at <http://registers.centralbank.ie/> or you can call the Central Bank on 0818 681 681 to verify the firm's authorisations.

2. Statutory Codes

XFSL is subject to the following codes of conduct issued by the Central Bank of Ireland – Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. These codes can be found on the Central Bank website www.centralbank.ie.

3. Our Services

We are authorised to advise you in relation to a wide range of Investment, Pension, Protection and Mortgage products including:

Life Cover & Serious Illness Cover	Business Protection
Income Protection	Mortgage Protection
Investments	Savings
Pensions	Mortgage credit agreements

Where XFSL acts as an intermediary we will research financial products on your behalf with Product Producers (Insurers, Investment Firms and Mortgage Providers) with whom we hold appointments. We will ensure that we recommend a product to you that matches your personal circumstances, financial objectives and financial situation. For investments, pensions and savings we will also take your attitude to risk into account in making recommendations. We will identify and select suitable products from Product Producers and on receipt of your instructions we will transmit orders on your behalf to one or more Product Producers with whom we hold an agency; and we will provide assistance to you concerning any queries you may have in relation to your investments.

4. Fair and Personal Analysis

With the exception of mortgages, we provide our services on the basis of a 'Fair and Personal Analysis' of the market. The concept of 'Fair and Personal Analysis' means providing services on the basis of a sufficiently large number of contracts or investment products and product producers available in the market to enable us to make a recommendation, in accordance with professional criteria, regarding which contract or investment product would be adequate to meet your needs and requirements. Our approach to fair market analysis is we research the products and providers available at least quarterly and form a "house view" as to the products and providers we consider suitable.

When providing Investment advice, we will not consider the adverse impacts of investment decisions on sustainability factors.

We offer our clients an extensive choice of suitable products that best serve their needs and circumstances. On receipt of your instructions, we will transmit orders on your behalf to one or more Insurers/Investment Firms/Product Producers with whom we hold a written appointment (a list of which is available on request).

We have an agency with one mortgage provider, Dilosk DAC, accordingly we do not carry out fair and personal analysis of the mortgage market and we can only recommend mortgage products

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available from Dilosk DAC.

We do not have any 'tied' relationships with any institution that would compromise our ability to offer you advice and choice based on a full review of the market. We do not guarantee nor make representations in regard to, and expressly disclaim responsibility for, the financial security of the Insurers, Investment Firms and Mortgage Providers with whom we place business.

In addition, we do not have a holding, direct or indirect, representing 10% or more of the voting rights or of the capital in any Insurance Undertaking and likewise no Insurance Undertaking has such a holding in XFSL.

5. Sustainable Finance Disclosure Regulation ('SFDR')

The SFDR harmonised rules regarding disclosures on Environmental, Social and Governance ("ESG") matters. The SFDR also asks us as advisors to consider integrating sustainability factors into our investment advisory process, while also allowing us the option to reserve our position with regards to this aspect of the SFDR. We do not currently assess in detail the adverse impact of investment decisions on sustainability when providing investment or insurance advice. This is because we are not satisfied that there is sufficient reliable information currently available to us to do so. We will advise you of any changes to our current position regarding the SFDR.

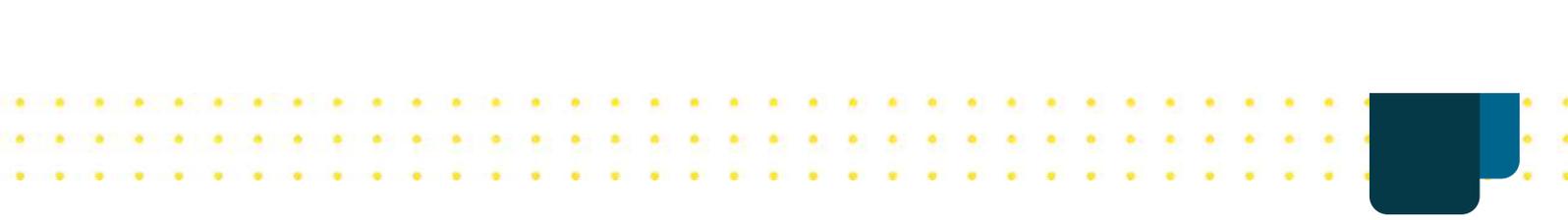
6. Client Responsibilities

As a client of XFSL, and in order to assist us to provide our services, we require you to:

1. Provide XFSL with full relevant information about your personal circumstances, financial situation, your needs and objectives and such other information as we request, in relation to insurance products you are required to answer questions asked by Insurers, or XFSL on their behalf, honestly and with reasonable care
2. Promptly inform us of any changes to your financial circumstances or needs that may have an impact on the suitability of products we previously recommended.

7. Communications

1. XFSL will use a combination of email, telephone and in-person meetings for regular communication. XFSL will be accessible via email and telephone during normal business hours (9am - 7pm, Mon - Fri) to address any queries or concerns that you may have.
2. XFSL will aim to respond to your correspondence in a timely fashion during regular business hours. If the matter is urgent, please indicate this.



8. Brokers Ireland

XFSL is a member of Brokers Ireland.

9. Disclosure of Information

In completing an insurance proposal, you are required to answer all questions posed by XFSL 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 you have 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.

10. Remuneration

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

- 1. By commission** paid to us by the relevant Product Provider to whom orders are transmitted. This commission compensates us for the work involved in advising you, placing an order and finalising the product with the Product Provider on your behalf. The amount of commission earned will vary depending on the Product Type and the Product Provider. In the event we receive recurring commission, this forms part of the remuneration for initial advice provided and ongoing administration services which we provide to you; and/or
- 2. Professional Fee** paid by you directly to us **for** work carried out on your behalf, which we will agree and discuss in advance of all transactions. Our fees for providing the services covered by this Terms of Business are based on a combination of time spent researching the market, time spent on advice and consultation, and the level of skill and responsibility required of the adviser in respect of the services provided. See **Fee Table** below; and/or
- 3.** You have the option to pay for the services we provide by way of a combination of commissions and fees which we will discuss and agree in advance of all transactions.

In accordance with the Consumer Protection Code XFSL must make available in our public offices, and on our website, a summary of the details of all arrangements for any fee, commission, other reward, or remuneration provided to us which we have agreed with product providers. Our Commission Disclosure document is available on our website at www.xeinadin.ie.

Fee Table for Advisory and Financial Planning Services

Professional Advisor	Current Professional Fee (Hourly Rate ex VAT)
Directors and Head of Life & Pensions	€350
Managers & Senior Advisors	€200

1. Additional fees may be payable for complex cases to reflect expertise, the complexity of the product or transaction concerned, the value of the transaction, the level of risk or the urgency with which the transaction must be completed. The basic hourly rate may be subject to change should these factors arise. This will be discussed and agreed on in advance of any work taking place.
2. Professional fees are non – refundable in the event that a policy is cancelled.

11. Limitation of Damages

You agree that XFSL liability in respect of any services provided under the terms of this engagement letter will be limited to the lower of fifteen times annual commissions/fees earned by the firm on your account, or €15,000.

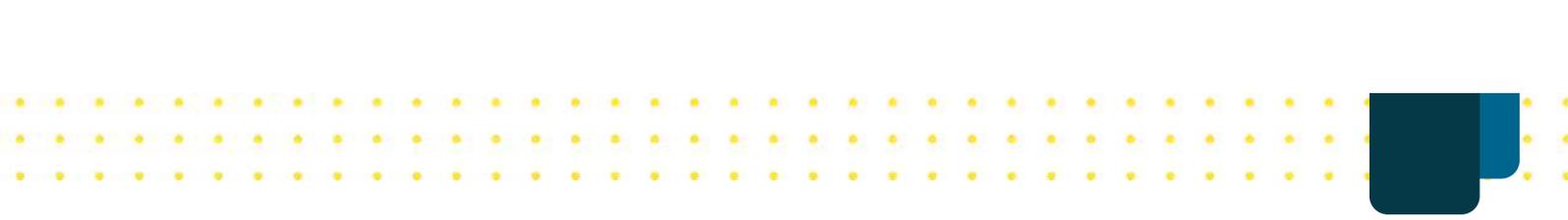
12. Your Money

We are not authorised to hold client money, but we may receive payment to product providers by cheque provided the cheque is in the name of the product provider.

13. Referrals from Group Companies

XFSL is a member of the Xeinadin Group, a UK and Irish accountancy and business advisory group. As our services are complementary to those provided by other members of the Xeinadin Group, we may receive client referrals from them. In such circumstances we may share commission we earn from Product Providers with the referrer on such terms as shall be agreed between XFSL and the referrer. Any such arrangement will have no impact on any fees you may pay to XFSL or to the remuneration we receive from Product Providers.

If you are also a client of an accountancy practice within the Xeinadin Group and have been



introduced to XFSL by another member of the Xeinadin Group, by entering into this Terms of Business you consent to them sharing information about your financial situation with us. The information shared will only be that which is necessary for us to recommend a product that in our professional opinion is best suited to your current needs.

14. Client Identification

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.

If we are unable to affect transactions for clients due to any delay in presenting the documents, as required under legislation, we shall not be held responsible. Where the identity checks are delayed either by a failure on the part of the client or for any other reason, the firm shall not be responsible for any loss incurred due to the delay in investing the client monies.

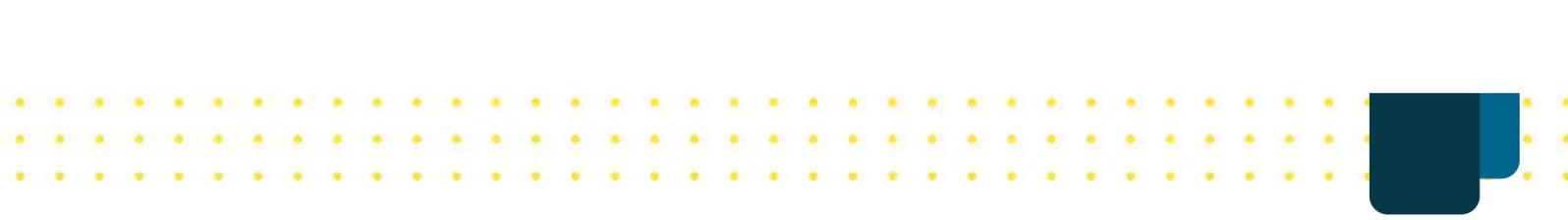
15. Conflicts of interest

Your attention is drawn to the fact that when we give you investment 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. It is the policy of our firm to avoid conflicts of interest in providing services to you. However, where an unavoidable conflict of interest arises, we will advise you of this in writing before providing you with any service. A full copy of our conflicts of interest policy is available on request.

16. Cooling-Off period

With most policies of insurance, you have a "cooling off" period during which you can cancel the policy. A consumer who purchases a financial product from XFSL over the phone, without any face-to-face contact with us, has the right to withdraw from that product within a certain period following the inception of the product without penalty and without giving any reason under S.I. No. 853/2004 - European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004; this is known as the Cooling Off period. The Cooling Off period varies according to the type of financial product purchased: for Life Assurance company products and Personal Pensions the cooling off period is 30 days irrespective of whether the sale took place on a non-face to face basis; for other Investments the cooling off period is only 14 days. The exact cooling-off period for your product will be included in your contract documents.

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Should this right be exercised the Product Producer may charge a pro rata premium for the period you are on cover.

17. Cancellation

Depending on the type of product you purchase, you may also have the right to cancel your product outside of the cooling off period. Please refer to your product terms and conditions for details as cancellation rights vary greatly across products. Your Insurer reserves the right to cancel your policy in certain circumstances at any time by notice in writing to your last known address. A non-exhaustive list of reasons for cancellation includes, you have failed to pay the premium due at product inception and/or in accordance with the product terms & conditions; your bank returns your payment cheque due to insufficient funds or any other reason; or you fail to disclose material facts in accordance with Insurance law; or any other reason outlined in your product terms & conditions. We recommend that you read your product contract documents in full in order to familiarise yourself with these terms & conditions and if there is any aspect that you don't understand, please contact us.

18. Confidentiality

All information received by us will be treated in the strictest confidence. We will only disclose information obtained where we are obliged to do so by our regulator, where we are required to do so by law or on your written instruction.

19. Compensation Schemes

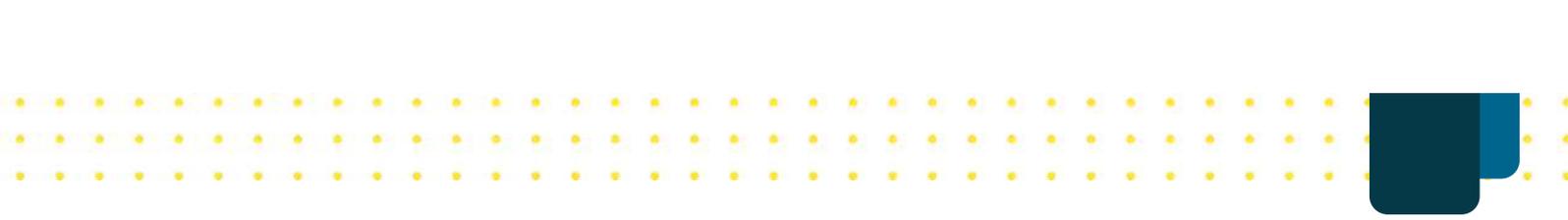
Investor Compensation Scheme

XFSL is a member of the Investor Compensation Company Limited (ICCL) established under the Investor Compensation Act, 1998. The ICCL Scheme provides for the payment, in certain circumstances, of compensation to the clients of an ICCL member firm, provided that those clients fall within the definition of an eligible investor contained in the Investor Compensation Act. In the event that a right to compensation is established, the ICCL Scheme provides for payment of up to 90% of an eligible loss or €20,000, whichever is the lesser.

Brokers Ireland Compensation Fund

XFSL is also a member 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

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any client of the member. Further details are available on request.

Professional Indemnity Insurance

For your further protection XFSL has Professional Indemnity cover in place in line with regulatory requirements.

20. Ongoing Suitability of Insurance products and Investments

Ongoing suitability assessments form part of our service to clients. This means that on at least an annual basis we will revisit our previous recommendations to assess if they remain suitable for you, taking into account any changes in your requirements that you have notified to us.

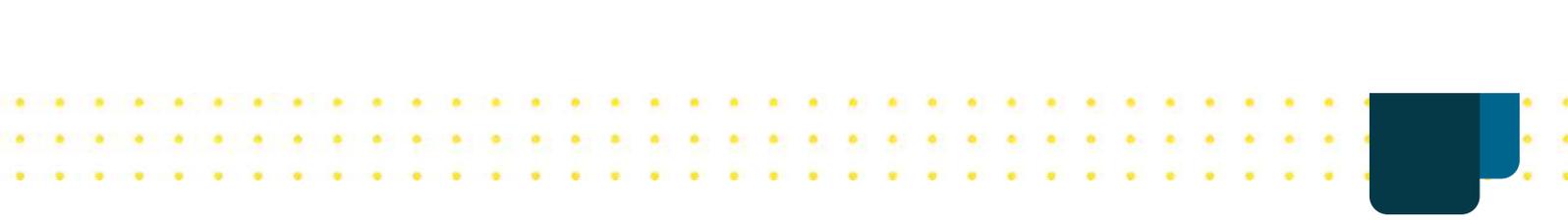
It is in your best interests that you review, on a regular basis, the products which we have arranged for you. As your circumstances change, your needs will change which may result in you having insufficient insurance cover and/or inappropriate investments. We would therefore advise that you contact us to ensure that you are provided with up to date advice and products best suited to your needs.

21. Data Protection

XFSL is committed to complying with the requirements of the General Data Protection Regulation 2016 and the Irish Data Protection Act 2018. XFSL is committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and ensure you understand your rights as a client. Personal data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Privacy Statement. To view our Privacy Statement please refer to our website www.xeinadin.ie . We will ensure that this Privacy Notice is easily accessible. If it is not suitable to view on our website, please contact us and we will ensure you receive a copy by post. Please contact us if you have any concerns about your personal data.

22. Telephone Recording

Please note that telephone calls to and from our offices may be recorded for quality, training, and verification purposes and to ensure the accuracy of our consumer records.



23. Complaints

If you would like to talk to us about how we could possibly improve our service to you, or if you are unhappy with the service you are receiving, please let us know. In the event that you wish to make a complaint, you may do so verbally, but we would be obliged if you could do so in writing. We will do our best to deal with your complaint as effectively and quickly as possible. Unless it is resolved before then, we will acknowledge receipt of your complaint within 5 working days and provide you with a regular written update on the progress of our investigation into your complaint at intervals of not greater than 20 business days. We will attempt to investigate and resolve the complaint within 40 business days of having received the complaint. In the unlikely event that we have not completed our investigation within 40 working days we will advise you in writing of the anticipated timeframe in which we foresee the investigation being concluded. In the event of any failure to resolve your complaint, or if we do not issue a final response within 40 business days, you may raise this matter with the Financial Services and Pensions Ombudsman (FSPO) at Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29 or Call: (01)5677000 or e-mail info@fspoi.ie. Our full complaints procedure is available on request.

24. Governing Law and Language

The laws of Ireland form the basis for establishing relations between you and XFSL. All contracts, terms, conditions and communications relating to any policies you may enter with us will be in English. The Irish Courts will have jurisdiction over any dispute.

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VERSION 2 – From 1st November 2025 (Until further notice)

Xeinadin Financial Services Limited
74 Northumberland Road
Dublin 4
Ireland

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