

Michael Keville,
Parkmore,
Ballinacfad,
Co. Sligo.

February 2012.

Terms of Business for Michael Keville

Dear

I attach for your information a document setting out the terms under which my firm will provide insurance and investment business services to you.

You should read through this document and if there are any matters on which you require clarification I will be happy to explain the matter in more detail.

These terms will remain in force and shall apply to any business service provided to you now or at a future date. Should my firm change any of its business terms at a future date I will advise you in writing in advance of the changes.

Could you please sign the copy of this letter provided as confirmation that you received and understand the terms of business.

Client Acknowledgement.

I acknowledge and confirm that I have been provided with a copy of the Terms of Business of Michael Keville and that I have read through and understand these terms.

Signed _____ Dated _____

Signed _____ Dated _____

Terms of Business
Michael Keville t/a MK Financial

These Terms of Business are effective from February 2012

These Terms of Business set out the general terms under which our firm 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 read these terms thoroughly 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. Michael Keville will provide the following services;

- Life and Pensions
- General Insurance
- Deposits
- Investments

Authorised Status

Michael Keville is regulated by the Central Bank of Ireland as an Investment Intermediary authorised under the Investment Intermediaries Act, 1995 (CB8311), as an Insurance Intermediary under the European Communities (Insurance Mediation) Regulations 2005

The foregoing information can be verified by contacting the Central Bank of Ireland, PO Box 559, Dame Street, Dublin 2, telephone 01 224 6000, (www.centralbank.ie).

Our authorisation status can be verified on the following registers maintained by the Central Bank of Ireland which can be accessed on www.centralbank.ie:

Statutory Codes

Michael Keville is subject to the Consumer Protection Code, Minimum Competency Code and the Fitness & Probity Standards. These codes can be viewed on the Central Bank's website www.centralbank.ie.

Services Provided

Michael Keville will offer advice on a fair analysis basis. This means we will research the market place and providers and recommend the best product to suit your own needs. Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life & pensions/general insurance products/deposits/investments. A full list of insurers, product producers and lending agencies with which we deal with is available on request.

Michael Keville acts as an impartial Broker which means that:

- a) The principal regulated activities of the firm are provided on the basis of a fair analysis of the market; and
- b) You have the option to pay in full for our services by means of a fee.

Fair Analysis

The concept of fair analysis is derived from the Insurance Mediation Directive. It describes the extent of the choice of products and providers offered by an intermediary within a particular category of life assurance, general insurance, mortgages, and/ or a specialist area. The number of contracts and providers considered must be sufficiently large to enable an intermediary to recommend a product that would be adequate to meet a client's needs.

The number of providers that constitutes 'sufficiently large' will vary depending on the number of providers operating in the market for a particular product or service and their relative importance in and share of that market. The extent of fair analysis must be such that could be reasonably expected of a professional conducting business, taking into account the accessibility of information and product placement to intermediaries and the cost of the search.

In order to ensure that the number of contracts and providers is sufficiently large to constitute a fair analysis of the market, we will consider the following criteria:

- the needs of the customer,
- the size of the customer order,
- the number of providers in the market that deal with brokers,
- 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.

Data /Agency Transfer

Any policies written as part of the advice to which this Terms of Business relates will be written under the specific agency number allocated to us by the institution providing the recommended Insurance/ assurance policy(s). Under this ToB you agree that we are permitted to arrange transfer of the related policy(s) to a different agency number, which could be a third party regulated advisor, provided we advise you beforehand in writing giving you a minimum of two months' notice and the authority to refuse any agency transfer at that time.

Commissions & Charges

Michael Keville receives commission from the institutions which issue any Insurance / Assurance policies which may be required resulting from the advice provided. The amount of Commissions paid to Michael Keville is confirmed in writing to each client by the institution involved in underwriting the required policy Michael Keville may also charge a fee for any services provided but no fee may be charged until it has been confirmed to you in writing and the charge is accepted by you.

Life & Pensions

Michael Keville provides life assurance and pensions on a fair analysis basis i.e. providing services on the basis of a sufficiently large number of contracts and product producers available on the market to enable us to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs.

We will provide assistance to you for any queries you may have in relation to the 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 PHI and serious 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 serious illness policy, we will explain clearly to you the restrictions, conditions and general exclusions that attach to that policy.

Michael Keville holds an appointment with the following Insurance undertakings enabling Michael Keville to provide a fair analysis of the Life Insurance/Protection Market:

Life Assurance Undertakings

1. New Ireland Assurance
2. Irish Life
3. Aviva Life & Pensions
4. Standard Life
5. Royal London
6. Friends First
7. Zurich
8. April Ireland

Non-Life

Michael Keville can arrange products from the following range: household, motor, commercial, public liability, employer liability, and travel insurance, on a referral basis

General Insurance Undertakings

1. Insure4Less

Deposits

Michael Keville can provide advice and arrange deposit products through undertakings currently held.

Deposit Undertakings

1. Permanent TSB
2. Investec Bank plc
3. EBS

Remuneration Policy

Michael Keville is remunerated on a commission basis and other payments from product producers or lender on completion of business. You may elect to pay in full for our services by way of a fee. When we receive recurring commission, this forms

part of the remuneration for initial advice provided. Michael Keville may also opt to charge a fee in certain circumstances. If this occurs, you will be fully appraised of the cost involved and a signed authority form will be obtained from you.

Conflict of Interest Policy

It is the policy of the firm to avoid any conflict of interest when providing business services to its clients. However, where an unavoidable conflict may arise we will advise you of this in writing before proceeding to provide any business service. If you have not been advised of any such conflict you are entitled to assume that none arises.

Default of payments by clients

Michael Keville 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 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.

Mortgage lenders may seek early repayment of a loan and interest if you default on your repayments. Your home is at risk if you do not maintain your agreed repayments.

Data Protection

Michael Keville complies with the Data Protection Act, 1988 and 2003, treating all personal data as confidential information. Michael Keville will use this data only for the purpose(s) intended. Michael Keville will not disclose such information except as permitted by your or as required by law.

Michael Keville complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

Michael Keville is committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and show you that we are accountable with the GDPR in relation to not only processing your data but ensuring you understand your rights as a client.

The data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Notice, this will be given to all our clients at the time of data collection.

We will ensure that this Privacy Notice is easily assessable. Please refer to our website www.mkfinancial.ie. If this medium is not suitable we will ensure you can easily receive a copy by email or post.

Please contact us at info@mkfinancial.ie if you have any concerns about your personal data.

We would also like to keep you informed of insurance, investment and any other services provided by us or associated companies with which we have a formal business arrangement; which we think may be of interest to you. We would like to contact you by way of letter, email or telephone call. If you do not wish to receive such marketing information please advise us in writing, to our office at Boyle Enterprise Centre, Quarry Lane, Boyle, Co Roscommon.

Regular Reviews

It is in your best interests that you review, on a regular basis, the products & advice which we have provided for you.

As your circumstances change, your needs will change. You are strongly advised to contact us in the event of any change in your circumstances or requirements and request a review of the relevant policy and advice 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.

Complaints Procedure

A customer defines a complaint as an expression of dissatisfaction, whether justified or not. Complaints may come from a number of different forms. In order for the firm to carry out a full and thorough investigation all complaints must be received in writing.

All complaints should be made in writing and addressed to:

Michael Keville, T/A MK Financial. Boyle Enterprise Centre, Quarry Lane, Boyle, Co. Roscommon.

Our Objectives

1. To respond to complaints in a courteous, timely and fair manner.
2. To endeavour to address the specific issues raised by our customers, and where appropriate, update our procedures to avoid re-occurrence of problems.
3. To endeavour to achieve a situation where our customer feels we have addressed the complaint
4. Where customers remain dissatisfied with the outcome of our efforts to resolve their complaint, to ensure they are notified of their right to refer their grievance to the Financial Services and Pensions Ombudsman (FSPO) if applicable.

Contact details of Financial Services and Pensions Ombudsman as follows:

Financial Services and Pensions Ombudsman

Lincoln House

Lincoln Place

Dublin 2

Phone: 01 567 7000

E-mail: info@fspo.ie

Website: www.fspo.ie

All complaints will be dealt with as follows:

1. The complaint can be received in written or verbal format. Where the complaint received is verbal, the complainant will have the opportunity to have the complaint treated as a written complaint.
2. Details of all oral complaints are recorded in writing
3. The complaint is recorded and documented on the customers file.
4. The complaint is acknowledged within 5 business days of receipt of the complaint. A copy is placed on the customers file.
5. The Complainant shall receive a regular written update on the progress of the investigation at intervals of not greater than 20 business days, while the investigation of the complaint is ongoing.
6. We will endeavour to investigate and resolve the complaint within 40 business days of receipt of the complaint. Where 40 business days have elapsed and the complaint is not resolved, the complainant will be informed of the anticipated timeframe within which we hope to resolve the complaint and the complainants' right to refer the matter to the Financial Services and Pensions Ombudsman (FSPO).
7. Within 5 business days of the completion of the investigation of a complaint, the firm will send the complainant a letter explaining clearly the outcome of the investigation and, if appropriate, explaining the terms of any offer of settlement which the firm is prepared to make in settlement of the complaint.
8. Any subsequent or follow up queries will be dealt within 5 business days of receipt of the enquiry.
9. Where it has not proved possible to resolve the customer's complaint, and the complainant remains dissatisfied with the outcome and the firm believes it cannot make any further progress on the matter, the complainant will be advised of this and they are entitled to refer their complaint for consideration to the Financial Services and Pensions Ombudsman (FSPO)
10. All correspondence in relation to customer complaints will be retained for a minimum period of six years from the date of the last correspondence about the matter.
11. The firm will provide information about the subject matter of the complaint to the Financial Services Ombudsman and Pensions Ombudsman, if requested to do so when a complaint has been referred to the Ombudsman by a customer.
12. The complaint log will be retained permanently and will be available for inspection by the Financial Services and Pensions Ombudsman (FSPO) and the Central Bank of Ireland.

Investor Compensation Scheme

Michael Keville is a member of the Investor Compensation Scheme, which provides certain remedies to eligible clients on default by the firm. Your legal rights against the firm are not affected by this scheme.

Under 38 (1) of the Investor Compensation Act, 1998, I wish to draw your attention to the following:

- a) The Investor Compensation Act, 1998, provides for the establishment of a compensation scheme to certain clients (known as eligible investors) of authorised investment firms, as defined in that Act.
- b) this firm is a member of the compensation scheme
- c) compensation may be payable where money or investment instruments owed or belonging to clients and held, or in this case of investment instruments, administered or managed by this firm cannot be returned to those clients for the time being and there is no reasonably foreseeable opportunity of the firm being able to do so.
- d) a right to compensation will arise only:
 - I. if the client is an eligible investor as defined in the Act,
 - II. if it transpires that this firm is not in a position to return client money or investment instruments owned or belonging to the clients of the firm , and
 - III. to the extent that the clients loss is recognised for the purposes of the Act.
- e) Where an entitlement to compensation is established, the compensation payable will be the lesser of:
 - 1. 90% of the amount of the clients loss which is recognised for the purposes of the Investor Compensation Act 1998
or
 - 2. Compensation of up to Eur20, 000.

For further information, contact the Investor Compensation Company Ltd. at (01) 224 4955.