

TERMS OF BUSINESS

These Terms of Business set out the basis on which Acumen & Trust DAC will provide business services to you as a Private or Corporate client. The types of services which we provide will depend on your particular categorisation and objectives. Please take a few minutes to read through these and if you have any questions we will be happy to answer them.

The full name and address of the firm and communication details are as set out below. Acumen & Trust DAC is regulated by The Central Bank of Ireland under registration number C1310 as an Investment Intermediary under the Investment Intermediaries Act, 1995, and as an Insurance Intermediary under the European Communities (Insurance Mediation) Regulations, 2005. Copies of our Authorisations are available on request and can be verified on the Central Bank's Registers available on the Central Bank's website www.centralbank.ie. We are subject to the Central Bank's Consumer Protection Code 2015 and the Minimum Competency Code 2011 which offer protection to consumers – these Codes can also be found on the Central Bank's website www.centralbank.ie. Acumen & Trust DAC does not hold a shareholding in any insurer and likewise no insurer holds a shareholding in Acumen & Trust DAC.

The services which the firm is authorised to provide are:

- advising you in relation to the nature of each of the products set out below and advising you as to which products are most suitable for your needs;
- identifying and selecting suitable product producers;
- receiving and transmitting orders on your behalf to one or more product producers – a list of product producers with which we hold an agency is available on request or via our website.

We provide advice on a fair analysis basis (which means we can advise on products irrespective of whether or not we hold an agency with a particular product producer) on deposits, unit trust type investments, tracker bonds, shares or bonds listed on a stock exchange, insurance policies, and personal retirement savings accounts. These include life assurance policies, specified serious illness and other protection type policies, pension products (including small self-administered pension schemes), and savings and investment life assurance policies.

In relation to non-insurance based investment products, other than bank deposit accounts, we provide advice on a non-independent basis, as we may receive remuneration from the product providers of such products. These products include structured products which may typically be listed bonds and shares, collective instruments, unit trusts and trackers bonds. The product providers with which we currently hold agencies are Blackbee Investments, BCP Asset Management, Cantor Fitzgerald, Davy Stockbrokers, Investec Bank, KBC Bank Ireland and Merrion Stockbrokers. We do not conduct periodic suitability assessments of financial instruments on an ongoing basis, unless instigated at your request.

We also provide advice on health insurance. Irish Life Health pays us commission (details available on request) for the direct placement of business with them – the other providers do not. Irrespective, all advice on health insurance is provided on a fair analysis basis. Where we are not paid commission by the provider, we invoice clients for our advice by way of fee.

Acumen & Trust DAC may receive commission and other payments from product producers to which orders are transmitted. We receive ongoing commission from certain product producers for providing you with ongoing advice and administration services.

Depending on your requirements and the services you require, Acumen & Trust DAC may charge a fee for our services. If you elect to pay by way of fee, we will agree the fee basis with you in writing prior to providing you with a service.

In relation to Corporate Group Scheme business, our fees are generally based on a per member charge and/or hourly rate depending on the services provided. We will discuss the types of services on offer and will agree a fee basis tailored to your requirements. Payment of any fee charged is due on issue of our invoice.

It is the policy of the Company 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 a service. If you have not been advised of any such conflict you are entitled to assume that none arises.

Acumen & Trust DAC 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.

Any complaint that you may have in relation to the business services provided should be made in writing to us outlining the nature of your complaint. Any such complaint will be acknowledged within 5 business days. The complaint will be fully investigated by Acumen & Trust DAC and a full response will be provided. We aim to provide this response not later than 20 days from receipt of your complaint. In the event that you remain dissatisfied with the firms handling and response to your complaint you are entitled to refer your complaint to the Financial Services & Pensions Ombudsman.

Acumen & Trust DAC is a member of the Investor Compensation Scheme, which provides certain remedies to eligible clients on default by the firm. The main details of the operation and conditions of the Scheme are as follows:

1. Compensation may be payable where money or investment instruments owed or belonging to clients and held, or in the case of investment instruments, administered or managed by our 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;
2. A right to compensation will arise only:
 - a) if the client is an eligible investor as defined in the Act;
 - b) if it transpires that our firm is not in a position to return client money or investment instruments owned or belonging to the clients of the firm; and
 - c) to the extent that the client's loss is recognised for the purposes of the Act:

3. Where an entitlement to compensation is established, the compensation payable will be the lesser of:
- a) 90 per cent of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act, 1988; *or*
 - b) compensation of up to €20,000.

Your legal rights against the firm are not affected by this scheme.

We operate to the highest standards of client confidentiality and meet statutory requirements under the Data Protection Acts 1998 to 2018, and the European Union's General Data Protection Regulation effective from 25th May 2018.

Our staff and support service providers will use your personal information to offer advice on suitable products, service your business on an ongoing basis, monitor services for quality control purposes, or as otherwise required by law. For these purposes we may share your contact details and other relevant information with product providers and our support service providers, for the purposes of providing you with appropriate advice.

We would also like to offer you products and services which we think may be of interest to you. In order to do so, we would like your consent so that we may contact you by letter, email, SMS text, or telephone (mobile and landline). You have the right to ask us not to send marketing information to you at any time.

We enclose our Data Privacy Notice which is also available on our website www.acumenandtrust.com.

CLIENT ACKNOWLEDGEMENT

I/We acknowledge and confirm that I/we have been provided with a copy of the Terms of Business of Acumen & Trust DAC and that I/we have read through and understand these terms.

CONSENT FOR MARKETING

Please tick each of these boxes to give your consent so that Acumen & Trust DAC may contact me/us regarding any products which we think may be of interest to you.

Letter Landline Mobile Phone Email SMS Text

Signature: _____ **Date:** _____

Signature: _____ **Date:** _____

These Terms of Business are effective from 1 June 2018 until further notice.

