Terms of Business

Effective Date: 15 May 2026

Introduction

These terms of business set out the general terms under which Comeragh Financial Limited (hereafter "Comeragh Financial" or "we" or "us" or "our" or the "firm" or the "Company") will provide business services to you and the respective duties and responsibilities of both the firm and you in relation to such services. This document contains details of the regulatory and statutory obligations and the respective duties of both the firm and you in relation to such services. It is intended to be clear and transparent in outlining our relationship with you. Any material changes to this document will be communicated to all affected clients in good time. Please take a few minutes to read through these and if you have any questions, we will be happy to answer same.

Contact Details

Our registered office address is Comeragh House, Killowen, Blarney, Co. Cork. Our contact phone number is 087 6161197. Our website is comeraghfinancial.ie. You may contact us by email at info@comeraghfinancial.ie

Authorisation with the Central Bank of Ireland

Comeragh Financial Limited (C573637) is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018. Copies of our regulatory authorisations are available on request. The Central Bank of Ireland holds registers of regulated firms. You may contact the Central Bank of Ireland on 1890 777 777 or alternatively visit their website at www.centralbank.ie to verify our credentials.

Statutory Codes

Comeragh Financial Limited is subject to the Central Bank of Ireland's Consumer Protection Code 2025, Minimum Competency Code 2017, Minimum Competency Regulations 2017 and the Central Bank of Ireland's Fitness and Probity Standards. These Codes offer protection to consumers and can be found on the Central Bank website at www.centralbank.ie

Services

Comeragh Financial Limited is a member of Brokers Ireland.

Our principal business is to provide advice and arrange transactions on behalf of clients in relation to products offered by life assurance companies including life assurance, critical/serious illness, income protection, pensions and insurance based investment products.

Our client experience is paramount and we pride ourselves on building long lasting client relationships. We act as an intermediary or broker. This means that we will identify and select suitable products on a fair and personal

analysis basis from insurers and on receipt of your instructions, we will transmit orders on your behalf to one or more product producers. This process applies to all classes of insurance policies. (See below under "Fair and Personal Analysis").

Fair Analysis of the market

Fair analysis of the market is the term used to describe providing services on the basis of a sufficiently large number of contracts and product producers available on the market to enable the intermediary to make a recommendation, in accordance with professional criteria, regarding which contract or investment products would be adequate to meet the consumer's needs. 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 available to us
- 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.

Anti – Money Laundering

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.

Should you not provide satisfactory evidence of your identity within a reasonable time, we may not be in a position to provide the services described in these terms to you. We may be required to request updated identity and verification documents from time to time.

Requirement to Provide Information

Consumer Insurance Contracts Act 2019 ('CICA')

This duty of disclosure applies to consumers as defined above in the Financial Services and Pensions Ombudsman Act 2017.

You are required to answer all questions posed by us or the insurer honestly and with reasonable care. The test will be that of the 'average consumer'. The 'average consumer' per Directive No. 2005/29/EC of the European Parliament and of the Council of 11 May 2005, is one that is reasonably well informed and reasonably observant and circumspect, taking into account social, cultural and linguistic factors.

You are not under any duty to volunteer information over and above what is required to answer the questions posed to you. The questions we require you to answer are material to the risk to be undertaken by the relevant insurer, or the calculation of the premium by the relevant insurer, or both.

All clients are required to provide sufficient information including contact details, financial information, objectives, needs and requirements and (where relevant) their risk appetite and investment time horizon to enable us to provide our services. We are also required to gather information about our clients sustainability preferences.

It is important that the information you provide is complete and accurate as it will form the basis for future advice, and we accept no liability for any omissions or oversights on your part. You are also requested to notify us of any material changes to your personal circumstances as these may impact on the advice and services we can provide to you.

In entering into or renewing an insurance policy (such as e.g. a proposal form for life insurance, serious illness cover or an insurance based investment product) you are required to answer all questions posed by us or the insurer in a proposal form honestly and with reasonable care. Specific questions will be asked. Where you do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged. Failure to disclose a material circumstance in response to question asked may entitle an insurer to in some circumstances, avoid the policy from inception and in this event any claims under the policy would not be paid; impose different terms on your cover; and/or reduce the amount of any claim payable.

Reviewing your policy

When recommending an Insurance-Based Investment Product or Pension, it's important that you understand how we will help ensure it continues to meet your needs, and the part you play in that.

This is a medium to long-term product, so we do not believe it requires annual reviews. We will not automatically review it every year. However:

- We will write to you annually to remind you that advice is always available, and you will also receive at least one update on your product each year.
- You should use these reminders to contact us if your circumstances change or if you feel a review is needed.
- From time to time, we may also contact you directly to offer advice or if we believe key decisions are needed on your product.

We do not provide periodic assessments of the suitability of other life insurance policies (protection and life insurance). However, if your circumstances change and you would like us to review protection or life insurance policies we arranged for you, please contact 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.

Sustainability Factors and Suitability Preferences

We are required to gather information about your preferences around sustainability as these relate to your approach to investing and investments. Your sustainability preferences will be captured as part of the initial fact finding exercise.

When providing advice, the firm considers the adverse impact of investment decisions on sustainability. As part of our research and assessment of products, the firm will examine the product providers literature to compare financial products and to make informed investment decisions about ESG products. The firm will at all times act in your best interests and keep you informed accordingly. The consideration of sustainability factors can impact on the volatility/risk return of ESG products.

Fees and Charges

We are remunerated by commission and other payments from the insurance companies we have agencies with. Details of the commissions that may apply are set out in our commission disclosure statement which is available at our registered office and on our website www.comeraghfinancial.ie.

The actual commission we will receive is disclosed in product and/or policy documentation you will receive.

We reserve the right to charge a fee if the number of hours relating to on-going advice/assistance exceeds our reasonable expectation. In certain circumstances, it will be necessary to charge a fee for services provided. In all cases where we propose to charge a fee, we will disclose this to you in advance of providing the service(s). Fee applying will be as follows:

Director/Senior Advisor €300 per hour + VAT

Ongoing Remuneration

We wish to inform you that we receive ongoing remuneration from Product Providers in respect of the financial service provided to you. This remuneration is based on a percentage of the value of your investment or annual premiums. It is intended to cover the ongoing service that we provide to you in relation to this product.

The nature of the service for which this remuneration is payable includes regular reviews of your product, updates on performance, and continued access to our advice.

Clawback

If we receive commission from a product provider [and off-set the commission against the fee which we would otherwise have charged you] but the commission is subsequently clawed-back by the provider because of early encashment by you or because of the transferring of the assets or business to another provider or in any circumstances consequent on your actions or omissions, we reserve the right to charge a fee to you that is equal to 100% of the clawed-back commission. That fee will be owing in simple contract upon the claw-back of the commission.

Handling Clients' Money

We do not hold money received in the course of providing insurance and investment services to our clients. Any money which we receive on your behalf will be forwarded to you or a named third party on your instructions. Any cheques or bank drafts should be made payable to a third-party provider as we are not authorised to hold client money.

Receipts

Comeragh Financial Limited shall, pursuant to the Consumer Protection Code 2025, issue a receipt for each non-negotiable or negotiable instrument or payment received. These are issued with your protection in mind and should be stored safely.

Investor Compensation Scheme

The Investor Compensation Act, 1998 provides for the establishment of a compensation scheme operated by the Investor Compensation Company Limited (ICCL) and for the payment of compensation to clients:

- If the client is an eligible investor as defined in the Act; and
- If it transpires that the firm is not in a position to return client money or investment instruments owned or belonging to the clients of the firm; and
- To the extent that the client's loss is recognised for the purposes of the Act.

Comeragh Financial Limited is a member of this compensation scheme. The amount of compensation that you may receive under the compensation scheme is 90% of the net amount you have lost or €20,000; whichever is less. Full details of the Investor Compensation Scheme are available on www.investorcompensation.ie.

Brokers Ireland Compensation Fund

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

Conflicts of Interest

It is the policy of Comeragh Financial Limited to act in the best interests of our clients and to avoid a conflict of interest when providing services. However, where an unavoidable conflict arises, we will advise you of this in writing before providing any business service and request your written acknowledgment that you are aware of the conflict of interest and still want to proceed. We have a written policy which sets out the steps that we take to ensure that we avoid or, where this is not possible, mitigate conflicts of interest that may arise in providing services to you. These steps include administrative and organisational arrangements appropriate to the size, nature, and complexity of the business to ensure that staff always act in the best interests of clients. A copy of the policy is available on request.

Consumers in Vulnerable Circumstances

Where we have identified that a consumer is a consumer in vulnerable circumstances, we must ensure that this consumer is provided with such reasonable arrangements and/or assistance that may be necessary to facilitate him or her in his or her dealings with us. Identification of a consumer's vulnerability or otherwise will require the exercise of judgement and common sense and should be based on a consumer's ability to make a particular decision at a point in time. We consider that identification of a vulnerability should be an inherent part of the Knowing the Consumer (KYC) process, during which we should consider whether there is any evidence of consumer vulnerability. A full copy of our policy relating to consumers in vulnerable circumstances is available on request.

Data Protection

Comeragh Financial Limited is a Data Controller as defined in the Data Protection Acts 1988 to 2018 ("Acts"). We collect personal data about you in order to provide the highest standard of service to you and in order to comply with our legal and regulatory obligations. This includes account opening information and any other personal data you provide to us or that we collect or process in the normal course of providing the services set out in these terms. We take great care with personal data that is provided to us, taking steps to keep it safe, secure and private and to ensure it is used only for legitimate purposes and in accordance with data protection legislation including the Acts and the General Data Protection Regulation 2018.

The data which you provide to us will be held in electronic format on a computer database. Your data will be processed only in ways compatible with the purposes for which it was given. We may use your personal data for the purposes of:

• Providing the services we have been contracted to provide to you including investment advice and receipt and transmission of orders.

• Reporting and management information, including quality assurance.

• Prevention of money laundering, financing of terrorism and fraud and otherwise complying with legal and regulatory obligations.

• Providing you with information about our services and products that may be of interest and relevance to you as we have a legitimate interest in providing you with information about our services. You have the right to ask us not to send you marketing material and, at any time, you can 'opt out' of receiving marketing material.

We may share your personal data with:

• Investment and insurance companies we have agencies with

• Regulators, law enforcement agencies and any other public bodies we are legally obliged to disclose such information to.

• Service providers of Comeragh Financial Limited who have undertaken to keep such information confidential.

In order to comply with regulatory obligations, we are obliged to retain personal data for a minimum period of 6 years or such longer period as we are directed to by law. You have the right at any time to request a copy of any 'personal data' that we hold about you. You may have other rights in relation to your personal data which apply in certain circumstances, and which are described in more detail in our privacy statement.

You may request a copy of your personal data by writing to the Data Protection Officer, Comeragh Financial Limited, Comeragh House, Killowen, Blarney, Co. Cork.

A copy of our Data Privacy Policy included with the terms of business document. By agreeing to these terms of business, you acknowledge the processing of your personal data as set out herein.

Complaints

Comeragh Financial Limited has a written procedure in place for the handling of any complaints that are made against our firm for services provided by us. This procedure ensures that all complaints are recorded and acknowledged in writing within 5 business days and are fully investigated. We shall investigate the complaint as swiftly as possible, and, the complainant will receive an update on the complaint at intervals of not greater than 20 business days starting from the date on which the complaint is made. On completion of our investigation, we will provide you with a written report of the outcome. Any complaints should be addressed to The Compliance Officer, Comeragh Financial Limited, Comeragh House, Killowen, Blarney, Co. Cork. or by email to info@comeraghfinancial.ie.

If you are dissatisfied with our handling of, or response to your complaint, you can refer the matter to The Financial Services and Pensions Ombudsman. The Financial Services and Pensions Ombudsman is a statutory officer who deals independently with unresolved complaints from consumers about their individual dealings with financial services providers. It is a free service to the complainant.

Further details relating to the Financial Services and Pensions Ombudsman, including how to make a complaint, are available at www.fspo.ie, by telephone on Lo-Call Number: 1890 88 20 90, or by writing to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

Default

Comeragh Financial Limited 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 Providers 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.

Governing Law and Jurisdiction

These terms of business shall be governed by the laws of the Republic of Ireland.

Material changes to terms of business

We will modify these terms of business from time to time by written notice to reflect our current practise and/or changes to regulatory requirements which we are obliged to meet.

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Wealth Advisory & Financial Planning

Acknowledgment and marketing consent

We have provided our terms of business setting out the terms under which Comeragh Financial Limited will provide insurance, protection, investment, and pension business services to you. You should review the terms and if there are any matters on which you require clarification we will be happy to provide this.

These terms will remain in force and shall apply to any business service provided to you now or at a future date. Any changes to the terns of business will be notified to you.

Privacy Policy

We take your privacy seriously and will only use your personal information to provide the products and services you have requested from us.

Direct Marketing

However, from time to time we would like to contact you with details of other products and services we can provide to you. If you consent to us contacting you for this purpose, please tick to say how you would like us to contact you.

I agree to being contacted about other services:

Client 1:

Client 2:

Preferred Contact Method:

Post☐ E-mail☐ Telephone☐ Text Message☐

Terms of Business

I acknowledge that I have been provided with a copy of the terms of business of Comeragh Financial Limited and confirm that I have read and understand them.

Signed: _____ Date: ___/___/____

Signed: _____ Date: ___/___/____