

MERCER (IRELAND) LIMITED

Terms of business for the provision of regulated Financial Services.

September 2021

The words “we”, “us”, “our” or “Mercer” refer to Mercer (Ireland) Limited. Mercer is a member of the Marsh & McLennan (MMC) group of companies.

These Terms of Business are effective from their date of issue. Mercer are required to provide you with this document in advance of entering into a business relationship with you. We advise you to read this document carefully.

Please note that Mercer will be unable to provide you with any regulated services until necessary anti-money laundering verification checks have been completed.

These Terms of Business are not intended to confer benefit on any third party.

Mercer’s Authorisation

Mercer is authorised by the Central Bank of Ireland (the “CBI”) as an Investment Firm under the European Union (Markets in Financial Instruments) Regulations 2017 (the “MiFID II Regulations”, “MiFID II”).

Mercer is authorised as an Insurance Intermediary under the European Union (Insurance Distribution) Regulations 2018 (the “IDR”).

Mercer is also authorised under Section 10 of the Investment Intermediaries Act, 1995 (as amended) (“IIA”) as a Deposit Agent or Deposit Broker.

In the context of IDR and IIA authorisations, Mercer is obliged to comply with the CBI’s Consumer Protection Code (the “CPC”) and Minimum Competency Code, both of which offer protection to consumers and can be found on the CBI’s website www.centralbank.ie.

Mercer can be contacted at:

Charlotte House
Charlemont Street
Dublin 2

23/25 South Terrace
Cork

Tel: + 353 1 6039700

Tel: + 353 21 4910900

Where services are provided to individual clients under the IIA or the IDR and CPC applies, such clients will be considered as 'Consumers' as defined under Chapter 12 of the CPC (Please see Appendix 1).

1. Our Services

Mercer carries out the following regulated activities:

1. The provision of investment advice in relation to insurance policies, personal retirement savings accounts, and collective investments;
2. Receipt and transmission of orders on behalf of investors, or orders in relation to one or more investment instruments;
3. Insurance mediation **and**
4. Deposit Agent / Broker

We act as an Insurance Intermediary for the purpose of insurance mediation. When acting as an intermediary Mercer:

- Is not a tied agent;
- Is acting on behalf of our clients, we do not act on behalf of the insurance company;
- Has no financial interest in any life assurance company;
- Provides recommendations or advice on the basis of 'fair analysis' of the market to ensure that we assess the market on the basis of an appropriate number of providers and product producers to ensure the most suitable and competitive provider is recommended to clients. Where a 'fair analysis' of the market is not carried out, the client will be informed prior to entering any contract.

Some services provided by Mercer are considered unregulated and thus outside of the scope of these terms of business. Please refer to your consultant for information on these specific services.

A full list of Mercer regulated services and products are available at <https://www.mercer.ie/about-merceregulated-in-ireland.html>.

Where Mercer provides any regulated advisory services to you, MIL will seek to undertake a fact find with you in order to understand your needs, objectives and risk appetite. On the basis of this information, Mercer (Ireland) Limited MIL will recommend a product that will best suit your financial needs.

2. Client Agreement & Services Provided

We provide advice and arrange transactions on behalf of individual clients in relation to life / pensions

/ investment and protection products / policies. Unless otherwise stated in your statement of suitability Mercer will engage a client for a specified purpose. Upon completion of these agreed purpose(s) between the Client and Mercer, no additional services or advice will be given to the client automatically. We may contact you about your policy where we believe that it is important to do so. Should the client wish to extend services or advices this can be done at the request of the client. A full list of insurers, product producers with which we deal, is available on request.

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. You must advise us of those changes and request a review of the relevant policy 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.

We will provide assistance to you for any queries you may have in relation to the specific service or 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 Permanent Health Insurance (PHI) and Serious Illness policies. Specifically on the subject of PHI 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.

3. Responding to Your Instructions

For all clients, any advice and/or recommendations we give you will be confirmed in writing and as required by the applicable legislation. If you wish to instruct us to buy or sell investments or to effect or administer contracts of insurance on your behalf, we will require written confirmation. If an instruction is sent via email or by post, it will not be presumed by you to be received or executed until acknowledgement of the instruction is received from your Mercer consultant or broker.

Where oral instructions are accepted, on an exceptional basis, they are at the risk of the instructing client who should also confirm those instructions in writing.

Mercer can only accept instruction from the account/policy owner or such authorised person(s) to whom the account/policy holder has given written permission to act on their behalf. It is your responsibility to ensure that Mercer has the most up to date permission on file. Where a request for information is made from a 3rd party, revised written permission may be requested.

Mercer will be unable to accept instruction from you by means of text message. Messages received other than via the corporate email address and any information/instruction sent by these means will be ignored.

For all clients Mercer will provide services only upon request and, unless otherwise agreed, will not be responsible for keeping previous advices and recommendations under review.

To enable us to provide you with a proper service relating to the specified product or service we originally engaged with you, we need to be able to contact you. We will work on the basis that we have your express invitation and authority to do this. If we wish to see you personally, we will of course make an appointment convenient for you beforehand. Please refer to Section 5 for more details on Communications.

4. Nature & Suitability of Advice

Nature

When receiving investment advice from Mercer, the advice provided can relate to product offerings from both third parties and Mercer group entities. As such, Mercer does not promote, nor should you consider, the advice provided as being Independent, in line with Central Bank requirements for brokers who accept commission payments from product providers. This conflict is addressed in more detail in our Conflicts of Interest Statement. Refer to the 'Conflicts of Interest' section for further details.

Suitability

Prior to the provision of certain types of regulated advice and to enable us to act in your best interest, we may be required to carry out a suitability assessment. The suitability assessment entails gathering facts and information relating to your circumstances including your investment objectives, risk appetite and financial information, which enable us to formulate recommendations to buy, sell or hold a financial instrument. It is important therefore that all of the information provided by you during the information gathering process is complete and accurate. Where you do not provide the required or complete information Mercer will be unable to assess whether a product or service is suitable for your needs and objectives and will be unable to provide the service to you. Where advice is provided on information certified as correct by you Mercer cannot be responsible for any gaps relating to information not disclosed.

5. Risks

There are inherent risks associated with any financial services provided, specific risks associated with the product placed for you will be explained to you by your Mercer consultant, some risks are noted below:

- Any investment product may fall as well as rise in value in line with Market fluctuations
- Inflation may affect the real value of an Investment or Annuity product over time.
- Any quotations provided are provided in line with the regulatory requirements at the time of the quote and are subject to change in line with regulatory updates.
- Quotations supplied for annuities are dependent on the fund value and personal details disclosed by the applicant for them and their beneficiaries. Incorrect, inaccurate or alterations to information may affect the value quoted.
- There are specific time periods for the validity of quotes supplied by MIL. For annuity quotations, the quote will be valid for 10 working days or 14 days depending on the Annuity provider. Please note the Annuity provider will require the fully completed forms and funds within the quotation period. If these are received after the quotation expires the annuity will be based on the revised rate which may be higher or lower than the original rate quoted. For all other quotes, please refer to the specific information from your Mercer consultant.

- Once the terms of an annuity are in place, they cannot be amended after any cooling off period.

6. Communications

Language

Mercer will communicate with you in English, unless otherwise agreed. Communications will be by letter, e-mail, fax or telephone and our records will be held in a durable medium.

Telephone Recording

Please note that some calls may be recorded for quality, training and verification purposes. This will only apply to landline calls and will not apply to calls made to or from company mobile phones.

Email

From time to time Mercer will need to communicate with you. In order that Mercer can effectively communicate with you when required and allowable under legislation or when it is deemed necessary, you must ensure that Mercer has the most up to date contact information for you at all times. The provision by you of an email address for the purposes of carrying on business with us acknowledges that we may communicate with you by the means of electronic communications.

Any communication or information sent via email to a Mercer employee other than via their corporate email address will be ignored.

Text Message

Mercer will not accept information/instruction from clients via text message and any information received via this medium will be ignored.

7. Our Fees & Commissions

Mercer's reward for services can take the form of fees or commissions. In particular cases, Mercer may wish to charge a fee for its services (in addition to, or in lieu of, its receiving commission) and, in such cases, the amount of the fee will be quoted and agreed before the client incurs any obligation to pay. Commissions are paid to Mercer as intermediary by product producers & initial commissions can be paid over a period of five years.

In some instances the placement of your business may be with a preferred provider, the use of a preferred provider will not reduce the value of your investment or policy. Where Mercer places business with a preferred provider this will be outlined to you in the sales process.

A summary of details of all arrangements for any fee, commission, other reward or remuneration paid or provided to us as agreed with a product producer is available (<https://www.mercer.ie/privacy/commission-summary.html>). These arrangements do not influence our advice to customers when acting as their insurance intermediary or financial advisor.

From time to time, Mercer may receive minor non-monetary benefits from insurance companies such as minor hospitality (food or beverage during a business meeting or conference, seminar or other training event) or the use of a product producer's online platform to support our services to you.

These are not included in the summary of the details due to the de Minimis value of the benefits and / or the benefit is designed to enhance the quality of the services we provide to you. We will only accept benefits that are reasonable and of such a scale that it would not influence Mercers behaviours in any way that is detrimental to the interest of our clients.

8. Conflicts of Interest

The nature of Mercer's services and the parties to whom we provide these services is such that potential conflicts of interest may arise. The measures we take to manage such potential conflicts of interest are however, intended to mitigate the risk of actual conflicts arising. Our policy on conflicts of interest sets out the basis on which we manage specific conflicts depending on their nature, significance and the overall circumstances. Disclosure is a key element of our conflicts policy. Our conflicts of interest policy is available on request or on our regulatory disclosures page at: <https://www.mercer.ie/about-mercero/regulatioed-in-ireland.html>.

9. Duty of Disclosure (Insurance Mediation Services)

You must be aware of the duty of disclosure in relation to insurance and the severance consequences of its breach. The duty of disclosure, which applies, to your policy will depend upon the law(s) of which country is applicable to the Insurance. Please check your policy to determine the applicable law.

The duty of disclosure under Irish law is the duty to provide complete and accurate material information when insurance is first arranged, throughout the life of the policy and at policy renewal. 'Material' in this context refers to all information which prudent Insurers would wish to take into account of when considering whether to accept the risk and if so, on what terms and at what price. Material information does not necessarily have to increase the risk.

It is important you ensure that all statements you make on proposal forms, claim forms and other documents are full and accurate. Statements and/or information is the policyholders own responsibility and it is of paramount importance that all relevant information provided is accurate. Failure to disclose any material information may result in impairment or voiding of coverage and may result in the Insurers seeking to recover any claims already paid under the insurance cover. Failure to disclose material information may also lead to difficulties for you in trying to purchase insurance elsewhere. We advise you to review all documentation you receive relating to products / services we provide to or arrange for you and advise us of anything which you believe is not in accordance with the negotiated coverage and terms within thirty days following receipt.

From time to time Mercer may provide services to insurance companies in return for a fee. These services are designed to enhance the products offered by insurers and the service received by our customers. These arrangements do not influence our advice to customers when acting as their insurance intermediary.

Please refer to section 6 for a summary of details of all arrangements for any fee, commission, other reward or remuneration paid or provided to us as agreed with a product producer.

10. Warranties & Subjectivities relating to your Insurance

You should familiarise yourself with all terms of any Insurance that you purchase. All warranties should be treated seriously and strictly complied with. Failure to do so may entitle the Insurer to decline a claim under your Insurance. If you discover that you are in breach of a warranty, then you should keep a record of the breach and when it was remedied. You should endeavour to remedy a breach as quickly as possible. If it is not possible to remedy the breach, you should advise us promptly. If you have any concerns or doubts, please contact us.

Where cover is subject to fulfilment of a particular requirement (known as a subjectivity) and that subjectivity is not fulfilled, then your Insurance may be invalidated. Therefore, it is very important that you promptly satisfy all subjectivities so that they can be removed

11. Product Provider Selection & Solvency

Mercer only seeks products from product providers who have a satisfactory financial status. We use all reasonable endeavours to monitor using publicly available information to confirm this. The selection is based on our knowledge and experience of the relevant market sector and its products for the benefit of our clients.

The financial standing or condition of any product provider can, of course, change after the product has inception. Mercer cannot and does not guarantee the solvency or continuing solvency of any insurer used. Mercer accepts no responsibility to advise you of any change in the solvency of Insurers before or after inception and will not be responsible in any circumstances in the event that they are unable for whatever reason to meet their obligations to you. Claims or return premiums may arise under policies on which one or more Insurers sharing the risk has become insolvent or is delaying settlement. In these circumstances, Mercer cannot and does not accept liability for the uncollected proportion.

12. Investor Compensation Act, 1998

Mercer is a member of the Investor Compensation Scheme established under the Investor Compensation Act, 1998, (the "Act"). This legislation provides for the establishment of a compensation scheme and the payment, in specified circumstances, of compensation to certain types of clients (known as eligible investors) of authorised investment firms as defined in the Act. The Investor Compensation Company Limited ("ICCL") was established under the 1998 Act to operate such a compensation scheme. Compensation may be payable where money or investment instruments owed or belonging to clients and held, administered or managed by the firm cannot be returned to those clients for the time being and where there is no reasonably foreseeable opportunity of the firm being able to do so.

A right to compensation will only arise where the Investor Compensation Scheme has been informed by the Central Bank of Ireland that it has determined that the firm cannot meet its obligations arising from investors' claims and has no reasonable foreseeable opportunity of being able to do so, or, that the firm has been the subject of a Court ruling that prevents it from returning money or investment instruments to investors. In the event that a right to compensation is established for eligible clients, the amount payable is the lesser of 90% of the loss which is recognised as being eligible for compensation or €20,000.

Clients are not protected under the Act for non-regulated products or services in the event of a failure of a firm and accordingly, the Investor Compensation Scheme does not cover any consequential shortfall in monies owed by the firm to its clients for such products and services. A full list of Mercer regulated services and products is available at <https://www.mercer.ie/about-mercero/regulated-in-ireland.html>.

Further information on the compensation scheme is available from the Investor Compensation Company Ltd. at (01) 224 4955.

13. Right to Cancel, Specific Contract & ‘Cooling Off’

A consumer (as defined by SI No. 853 of 2004) has the right to withdraw from an insurance policy (as defined under SI No. 853 of 2004) within 14 days of the start date of the policy without penalty and without giving any reason – this is known as the ‘Cooling Off’ period. Cooling off or cancellation periods for other products ends 30 days after the beginning of the period. Details of any cancellation or cooling off period will be included in the particulars of any recommendation we make or advice that is provided. We will draw your attention to the relevant notice period allowed for each contract or advise you if no rights apply.

In order to exercise your right to cancellation or cooling off period the instruction to cancel must be received by the provider not later than 30 days or 14 days (depending on the product) following the commencement of the policy. Any premiums paid will be refunded less an adjustment for any losses as a result of fluctuation in the markets or underlying investments from the date of policy commencement.

14. Remedies on Default

In the event of default by a client, Mercer may terminate the contract on one month’s notice or such longer term as may be set out and agreed in any agreement in place with the client from time to time.

On termination, we will complete all necessary work in relation to outstanding matters, unless otherwise agreed. Our normal basis of remuneration will apply in respect of such work and any expenses necessarily incurred will be added to the fees.

Insurance cover may be terminated, revoked or cancelled in the event of premiums not being paid in accordance with agreed timeframes or for a breach by you of certain conditions of your policy.

Product Providers may also withdraw benefits or cover on default of payments due under any product benefits. Details of any such provisions will be included in your product terms and conditions.

In the absence of Mercer’s own fraud, negligence or wilful default, Mercer does not accept any liability in the event of default of a third party with whom the client monies are held.

15. Terminating our appointment

Either you or we may terminate our appointment to act as your agent in relation to the insurance by giving at least 30 days’ notice in writing. Termination of our appointment does not affect either your or our rights, obligations or liabilities in relation to the insurance, which have accrued prior to the

termination date, but following termination we will owe you no further obligations to provide any services in relation to your insurance.

As our brokerage commission or fee for bringing about or arranging Services is considered fully earned when the Services incept, any unpaid brokerage commission or fee will become immediately due and payable to us upon termination of our appointment. We may also be entitled to some or all of our fee, as agreed with you, if our appointment is terminated before the insurance incepts.

16. Client Verification

Mercer, in its capacity as a financial institution, has legislative obligations under the Criminal Justice (Money Laundering and Terrorist Financing (Amendment) Act 2018 to ensure that processes are in place to counter money laundering and terrorist financing activities. As such, you will be requested to provide documentation to Mercer to assist us in verifying your identity and place of residence.

Mercer cannot commence our proposed relationship or effect a transaction for a client or potential client until such documentation has been provided and verification checks have been completed. Mercer will take necessary steps to verify the veracity of the documentation you provide to us. Your Mercer contact will inform you of the documentary requirements in due course.

In the event of delay in the provision of the requested documents, either by failure of the client to supply adequate documentation or any other reason, Mercer shall not be responsible for any loss incurred due to the delay of investing client monies.

17. Sanctions and Embargoes

In today's trading climate, we are increasingly seeing governments imposing sanctions and/or embargoes, and/or banks electing not to handle insurance transaction monies ("Measures") in respect of various countries or persons in such countries in relation to the provision of goods and services, including insurance. These Measures may restrict the provision of insurance or reinsurance cover or movement of monies and services under such cover.

Such Measures may require us to:

- investigate not only the insured or reinsured or the goods, property and/or interests which they insure or reinsure but also any indirect beneficial ownership of relevant parties or property;
- suspend any movement of funds until a relevant governmental body confirms that no Measures are being breached and/or a licence can be issued; and/or
- advise you that our bank(s) have elected not to handle monies relating to your transaction which will prevent the provision of cover and related services.

In addition, some insurers or reinsurers may seek to cancel cover if they believe that it has become illegal because of the imposition of a particular Measure.

We will of course use reasonable endeavours to warn you should we become aware that any measures may impact upon any insurance we place on your behalf or restrict to the payment of any

premiums or claims.

18. Code Of Ethical Conduct

Mercer is part of the Global Marsh and McLennan Group. As part of this, we have in place our global code of ethics '**The Greater Good**' .

19. Complaints

We are committed to providing the highest level of service and support to clients but recognise that from time to time circumstances may arise where services received did not meet the required standard. If you wish to make a formal complaint about our service, you may do so using one of the options listed below. Ideally, we prefer to receive complaints in writing as it ensures that we have a clear record of your complaint.

Writing: Mercer (Ireland) Limited, Compliance Department, Charlotte House, Charlemont Street, Dublin 2

In Person: Please contact your usual Mercer Consultant

Mercer has in place a written procedure for the effective consideration and proper handling of complaints copy of which is available on request. All formal complaints will be acknowledged in writing within 5 business days of receipt and while they are being investigated, the complainant shall receive a regular written update on the progress of the investigation at intervals of not greater than 20 business days. Within 5 business days of the completion of the investigation of a complaint, Mercer shall advise the complainant in writing of the outcome of the investigation. If the complainant is not satisfied with the outcome, you may be entitled, dependent upon which product / service the client is complaining, to refer the matter to the Financial Services & Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Mercer will inform a complainant in writing of their right to refer a complaint to the Ombudsman.

20. Data Protection

Mercer takes its obligations under the Data Protection Acts 1988, 2003 and 2018 (the "Acts") very seriously and strives to ensure that our operational procedures are cognisant of the eight data protection principles prescribed by the Acts.

Purpose

In order to provide you with products and/or services, as detailed in your engagement letter or contract with us, it will be necessary for Mercer to gather and process Personal Data relating to

- Trustees;
- Members of pension schemes and share participation schemes;
- Directors or beneficial owners of Corporates;
- Natural persons in receipt of investment advices on an individual basis.

In certain circumstances, and dependent on the client relationship, when providing insurance services for example, Mercer may also need to gather and process Sensitive Personal Data.

Where Mercer is required to gather and process Sensitive Personal Data or special categories of data, we shall, where required by law, obtain your consent. You have a right to withdraw this consent at any time by notice to Mercer. If you withdraw consent, you must be aware that Mercer may become unable to continue to provide you with the services, process enquiries and in the case of individual insurance contracts, cover may stop.

Mercer will process your data only for the purposes for which it was gathered and will take all reasonable steps to ensure the accuracy and completeness of the data we retain. More information on the purpose for which we will use your personal data can be found here <https://www.mercer.ie/content/dam/mercer/attachments/europe/Ireland/MIL-fair-processing-notice.pdf>

21. Distance Marketing Directive

Where Mercer provides full services to you at a distance, i.e. non-face to face, the requirements under the European Communities (Distance Marketing of Consumer Financial Service) Regulations 2004 will apply. Please refer to Section 1, Section 5, Section 7, Section 12, Section 13, Section 19 and Section 24 for specific information in relation to services provided to you at a distance.

22. Necessary Future Changes

We may need to change our operating practices in the future, particularly to accommodate any changes in applicable financial regulation. In the event that any regulatory or legal obligation requires Mercer to amend these Terms of Business, Mercer will provide you with advance written notice of the revised terms.

23. Enforceability

In the event any portion of these Terms of Business is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

24. Governing Law and Language

These terms of business will be governed by and constructed in accordance with the laws of Ireland and the parties submit to the jurisdictions of the Irish Courts. All Services are conducted through English and contractual terms and conditions are available in English.

For further information, please contact your local Mercer office:

Post	Charlotte House Charlemont Street Dublin 2	23/25 South Terrace Cork
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