

TERMS OF BUSINESS Version 6 (2026)

Client Acknowledgement

This document sets 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.

Terms of Business

I/We acknowledge and confirm that I/we have been provided with a copy of the Terms of Business of Paul Earley Financial Planning Ltd trading as Earley Consulting

Privacy Statement

I/We acknowledge and confirm that I/we have been provided with a copy of the Privacy Statement of Paul Earley Financial Planning Ltd trading as Earley Consulting.

Retention of Records

As I am not currently a client of the firm, if I choose not to proceed with a product now, I agree that the firm may keep my records for up to 12 months.

I consent

I do not consent

Direct Marketing

I / We consent to Paul Earley Financial Planning Ltd trading as Earley Consulting contacting me/us by letter, phone, email or SMS text in relation to the range of services provided by Paul Earley Financial Planning Ltd trading as Earley Consulting or its associated or partnership companies.

Agreed methods of contact*

Email

Phone

SMS

Post

Fax

Please do not contact me

* Even if you do subscribe now, you can always unsubscribe at any time

Signed: _____ **Date:** _____

Signed: _____ **Date:** _____

Paul Earley Financial Planning Ltd trading as Earley Consulting is a financial advisory business providing advice on investment, retirement planning including pensions, personal and business protection and estate planning. We represent the major life assurance companies and certain investment companies.

Paul Earley Financial Planning Ltd trading as Earley Consulting, is regulated by the Central Bank of Ireland as an Insurance Intermediary, registered under the European Union (Insurance Distribution) Regulations 2018; as an Investment Intermediary, authorised under the Investment Intermediaries Act, 1995. 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 0818 681 681 or alternatively visit their website at www.centralbank.ie to verify our credentials. (Our reference number is C40695)

Codes of Conduct

Paul Earley Financial Planning Ltd trading as Earley Consulting is subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. These Codes can be found on the Central Bank's website at www.centralbank.ie

We do not handle client funds and instead request that all payments/cheques are made payable directly to the financial institutions which we represent. We are members of Brokers Ireland. Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life, pensions and investment products. A full list of insurers, product producers and lending agencies with which we deal is available on request.

Our Services

Paul Earley Financial Planning Ltd trading as Earley Consulting is authorised to provide the following services:

- Offer broad based advice in relation to all classes of life assurance and investment products including pensions, savings, investments and life assurance policies.

Fair and Personal Analysis

The concept of fair and personal analysis 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 reasonably be 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 and personal 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.

Investment Intermediary Services

We are remunerated by commission for our investment intermediary services.

Insurance based Investment Products

We are remunerated by commission for the advice we provide on our insurance-based investment products

Life & Pensions/Deposits & Life Wrapped Investments

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

Investment (Article 3)

We provide investment advice on a fair and personal analysis basis i.e. providing services on the basis of a sufficiently large number of contracts and product producers available in the market to enable us to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs.

Sustainability Factors – Pension and Investment Advice

When providing advice, Earley Consulting considers the adverse impact of investment decisions on sustainability. As part of our research and assessment of products, we will examine the Product Providers literature to compare financial products and to make informed investment decisions about ESG products. Earley Consulting will, at all times act, in our client's best interests and keep clients informed accordingly. The consideration of sustainability risks can impact on the returns of financial products.

In accordance with the Sustainable Finance Disclosure Regulation ('SFDR'), we inform you that when providing advice on insurance-based investment products/Investments, we assess, in addition to relevant financial risks, relevant sustainability risks as far as this information is available in relation the products proposed/advised on. This means that we assess environmental, social or governance events/conditions that, if they occur, could have a material negative impact on the value of the investment.

We integrate these risks in our advice in the following way: E.g., We review product provider literature in relation to sustainability risks, we liaise with the providers in relation to any queries in relation to the funds. This information is reviewed by the firm on an ongoing basis.

Considering Principal Adverse Impacts on sustainability factors in the advice:

When providing advice on insurance-based investment products ('IBIPs') or investment advice we assess the PAI information published by product manufacturers as follows: E.g., the firm will examine the Product Providers literature to establish the Principal Adverse Impacts for the relevant products. The firm will then compare financial products across available providers to make informed investment decisions about the suitability of ESG products for individual clients.

Impact on Return

We also assess the likely impacts of sustainability risks on the returns of the Investments and Pensions products on which we advise.

Remuneration Policy

Paul Earley Financial Planning Ltd trading as Earley Consulting is remunerated by way of fees for advice and by way of commissions and fees for advice for receiving and transmitting orders to the product providers listed on this document. Fees are charged on a time spent and disbursements basis.

These fees will cover the advice on the nature of the products and selection of suitable products. Where the client selects a product issued by one of the product providers listed in this document commission may be payable and used to offset the fee due. Where the commission is greater than the fee due, the balance will be retained by the company.

Present hourly rates are set out below (January 2026). These may vary from time to time subject to notice. Presently there are no VAT implications for the placement of orders with financial institutions however, where we provide only advice, VAT will be chargeable. This may change in the future.

<u>Category</u>	<u>Euro rate per hour</u>
*Advisory -Principal Director/Senior Adviser	€275
Support Staff	€150

These fees apply to advice on life and pensions including PRSAs, investments, protection planning and financial planning advice.

*Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency. These fees will be agreed in advance.

Ongoing Remuneration

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 the portfolio and is intended to cover the ongoing service that we provide to you in relation to the relevant products

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

Clawback

If we receive commission from a product provider 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 will charge a fee to you that is equal to 100% the clawed-back commission. That fee will be owing in simple contract upon the claw-back of the commission.

Ongoing Suitability

Investments

Ongoing suitability assessments form part of the service to clients. On an annual basis the firm will issue a client report outlining changes in the services or instruments involved and/or the circumstances of the client

Insurance based Investment Products

We will provide periodic assessments of the suitability of the insurance based investment product which we have recommended to you.

Regular Reviews

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.

Consumers: Duty of Disclosure when completing documentation for new business/renewals

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’.

Before renewal of the contract of insurance, specific questions will be asked. Again, you will be required to answer honestly and with reasonable care. 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 answer all questions honestly and with reasonable care can result in the Insurer being able to rely on proportionate remedies for misrepresentation, which include but are not limited to the insurer voiding the contract of insurance. If a policy is cancelled by an insurer for any reason including payment default, you may encounter difficulty in purchasing insurance in the future.

Completed proposal forms/statement of fact

Completed proposal forms or Statement of Facts will be provided to you, these are important documents as they form the basis of insurance contract between the insurer and you the consumer. You should review and confirm that the answers contained within are true and accurate.

Commercial Customers: Non-Consumer Disclosure of Information

It is essential that you should bring to our attention any material alteration in risk such as changes of address or use of premises. Any failure to disclose material information may invalidate your claim and render your policy void.

Conflict of Interest

It is the policy of our firm to avoid conflicts of interest in providing services to you. However, where an unavoidable conflict arises, we will advise you of this in writing before providing you with any service and the firm will take all steps within its control to appropriately manage the conflict and minimise the impact of the conflict on the consumer. Paul Earley is responsible for managing potential conflicts of interest. A full copy of our conflicts of interest policy is available on request.

Complaints

Upon receipt of an oral complaint, we will provide the option to have the complaint addressed through the firms established complaints procedure. We will permit and facilitate submission of complaints in writing by post and by electronic means. We will acknowledge your complaint in writing within 5 working days and we will fully investigate it. 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 working 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. In the event that you are still dissatisfied with our handling of or response to your complaint, you are entitled to refer the matter to the Financial Services and Pensions Ombudsman (FSPO). A full copy of our complaint's procedure is available on request.

Default on payments by clients

We will exercise our legal rights to receive payments due to us from clients (fees and insurance premiums) for services provided. In particular, without limitation to the generality of the foregoing, the firm will seek reimbursement for all payments made to insurers on behalf of clients where the firm has acted in good faith in renewing a policy of insurance for the client.

Product producers may withdraw benefits or cover in the event of default on payments due under policies of insurance or other products arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

Data Protection

We are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

Earley Consulting 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 accessible. Please refer to our website (www.earleyconsulting.ie). If this medium is not suitable, we will ensure you can easily receive a copy by hard copy.

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

Compensation Scheme

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd. See below for details.

Investor Compensation Scheme

The Investor Compensation Act, 1998 provides for the establishment of a compensation scheme and the payment, in certain circumstances, of compensation to certain clients (known as eligible investors) of authorised investment firms, as defined in that Act.

The Investor Compensation Company Ltd. (ICCL) was established under the 1998 Act to operate such a compensation scheme, and our firm is a member of this 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 arise only:

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.

Where an entitlement to compensation is established, the compensation payable will be the lesser of:

90% of the amount of the client's loss which is recognised for the purposes of the Investor Compensation Act, 1998; or

Compensation of up to €20,000.

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

Handling Clients Money

Paul Earley Financial Planning Ltd trading as Earley Consulting will not accept payments in cash. All cheques and drafts are to be made payable directly to the relevant financial institution where they are being invested or paid as a premium.

Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC)

We are also members of the Brokers Ireland Clients' Compensation and Membership Benefits Scheme (BIC). 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.

Privacy Statement

Data Protection

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Who are we?

Earley Consulting is an independently owned Financial Planning Practice established in 2006.

Clients of Earley Consulting benefit from personalised, professional financial advice, giving them control, confidence and peace of mind.

We cater for a broad range of clients, from those who want a full financial planning or wealth management service to others who are simply looking for investment advice on how to achieve a better return on the money they have sitting in a bank account.

Purpose of processing your data

For us to provide you with a personalised Financial Plan we need to collect personal and financial data which is held by you and/or third parties. We at Earley Consulting are committed to ensuring that the information we collect and use is appropriate for this purpose and does not constitute an invasion of your privacy.

How will Earley Consulting use the personal data it collects about me?

Earley Consulting will process (collect, store and use) the information you provide in a manner compatible with the EU's General Data Protection Regulation (GDPR). We will endeavour to keep your information accurate and up to date and not keep it for longer than is necessary.

Earley Consulting is required to retain information in accordance with the law, such as information needed for income tax and audit purposes. How long certain kinds of personal data should be kept may also be governed by specific business sector requirements and agreed practices. Personal data may be held in addition to these periods depending on the individual business needs.

Who are we sharing your data with?

We collect your personal data in order to provide you with the most appropriate advice and/or products applicable to your specific requirements. We may share information with third parties to facilitate this and any third parties that we may share your data with are obliged to keep your details securely and to use them only to fulfil the service they provide on your behalf. When they no longer need your data to fulfil this service they will dispose of the details in line with procedures.

A list of the third parties (product providers) is available on request or alternatively is contained in our Terms of Business.

If we transfer personal data outside the EU we as the data controller will ensure the recipient (processor or another controller) has provided the appropriate safeguards and on condition that enforceable data subject rights and effective legal remedies for you the data subject are available.

Data Subjects Rights:

Earley Consulting facilitates your rights (data subject's rights) in line with our data protection policy and the subject access request procedure. This is available on request.

Your rights as a data subject

- **Right of access** – you have the right to request a copy of the information that we hold about you.
- **Right of rectification** – you have a right to correct data that we hold about you that is inaccurate or incomplete.
- **Right to be forgotten** – in certain circumstances you can ask for the data we hold about you to be erased from our records.
- **Right to restriction of processing** – where certain conditions apply to have a right to restrict the processing.
- **Right of portability** – you have the right to have the data we hold about you transferred to another organisation.
- **Right to object** – you have the right to object to certain types of processing such as direct marketing.
- **Right to object to automated processing, including profiling** - you also have the right to be subject to the legal effects of automated processing or profiling.
- **Right to judicial review** – in the event that Earley Consulting refuses your request under rights of access, we will provide you with a reason as to why.

Retention of your personal data:

Data will not be held for longer than is necessary for the purpose(s) for which they were obtained. Earley Consulting will process personal data in accordance with our retention policy. This retention policy has been governed by our regulatory body (Central Bank) and our internal governance and is available on request.

Withdrawal of consent:

If we are relying on your consent to process your data, you may withdraw this consent at any time – this does not affect the lawfulness of processing based on your consent before it was withdrawn.

Complaints:

Should you wish to make a complaint about how your personal data is being processed by Earley Consulting, or how your complaint has been handled, you have the right to lodge a complaint directly with the supervisory authority and Earley Consulting's data protection representatives Data Protection Officer/GDPR Owner.

Failure to provide further information:

If we are collecting your data to fulfil a contract (life policy, pension policy, investment/savings plan) and you cannot provide this data, the consequences of this could mean the contract cannot be completed or details are incorrect.

Profiling – automatic decision making:

Our risk profile questionnaire aims to establish your attitude to investing, your understanding of financial markets and how you react during certain market & economic conditions. The questionnaire result, along with your capacity and need suggests a particular risk tolerance and investment objective. We use this questionnaire in conjunction with other elements to determine your overall risk profile. You have the right to refuse this and decide on your own risk profile.

