



Terms of Business

These Terms of Business effective from 18 June 2026 and set out the general terms under which we will provide business services to you and the respective duties and responsibilities of both us 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.

AUTHORISATION & CODES OF CONDUCT

Blackthorn Wealth Management, is regulated by the Central Bank of Ireland as an insurance intermediary registered under the European Union (Insurance Distribution) Regulations 2018 ; and as an Investment Business Firm under Section 10 of the Investment Intermediaries Act, 1995 (as amended).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 681or alternatively visit their website at www.centralbank.ie to verify our credentials. Our Authorization code is C545198. We are 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 www.centralbank.ie

OUR SERVICES

Blackthorn Wealth Management is a member of Brokers Ireland. We are an Insurance and Investment Intermediary. Our principal business is to provide advice and arrange products on behalf of clients in relation to Life, Pensions, and Investments. We give advice based on a fair analysis and provide advice from the selection of products provided by the Companies we have agencies with. We recommend the product that, in our professional opinion, is best suited to your needs and objectives from this selection of products. A full list of insurers, product producers and lending agencies with which we deal is available on request.

As part of the process when giving our clients advice on investments, we will need to gather information with regards your investment knowledge and experience, if this information is not provided, we will not be able to determine whether the product is appropriate for you.

We are remunerated by commission for our investment intermediary services and Insurance based Investment Products.

Investment and Life & Pensions/Deposits & Life Wrapped Investments

We provide life assurance, investment and pensions advice on a limited analysis basis i.e. providing services on the basis of a limited number of contracts and product producers available on the market, that



is to say, while not tied to one product producer the services are not provided on the basis of a fair analysis of the market. We provide advice on the following product providers:

- Irish Life Assurance PLC
- Royal London
- New Ireland Assurance
- Zurich Life

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 policy 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 we will 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.

SUSTAINABLE INVESTING

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: [to be completed by the individual Broker]. 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:

[To be completed by the individual Broker] 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 RETURNS

If sustainability risks -are deemed relevant:

We also assess the likely impacts of sustainability risks on the returns of the IBIPs on which we advise. We estimate that the likely impacts of sustainability risks on the returns of Pensions/Investments.

STATEMENT OF CHARGES

Blackthorn wealth Management are remunerated by commission from product producers on the completion of business. You may choose to pay in full for our services by means of a fee. Where we receive a recurring commission, this forms part of the remuneration for ongoing advice with regard to the business we advise you on and we will provide you with an annual update on your investment business. We reserve the right to charge additional fees if the number of hours relating to on-going advice/assistance exceeds 4 hrs.

SUSTAINABILITY FACTORS – INVESTMENTS/IBIPs/PENSION ADVICE

We take due care so that our internal remuneration policy with respect to investment or insurance advice on insurance-based investment products ('IBIPs') promotes sound and effective risk management in relation to sustainability risks and does not encourage excessive risk-taking with respect to sustainability risks.

Pursuant to Regulation 68 of the Consumer Protection Code, a summary of the details of all arrangements for any fee, commission other reward or remuneration paid or provided to us which have agreed with product providers is available in our office or on our website – www.blackthornwealth.ie

In other circumstances where fees are chargeable or where you choose to pay in full for our service by fee, we will notify you in writing in advance and agree the scale of fees to be charged if different from fees outlined below. Where it is not possible to provide the exact amount, we will provide you the method of calculation of the fee.

FEES

Our current appointment fees are set out below. This is the maximum amount we will charge for these consultations; however, we may run free or discounted consultations for specified periods of time, but we will not charge more than the stated amount:

Financial Planning Consultation: €199

Pensions Consultation: €149

Investment Consultation: €99

Business Owner Consultation: €400



Additional fees may be payable for complex cases or to reflect value, specialist skills, or urgency. This can range from €200 per hour to €500 per hour. We will notify you in writing in advance and agree to the scale of fees to be charged. Our services do not include ongoing suitability assessments.

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 and 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 will 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.

ONGOING SUITABILITY

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. Please 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.

Consumers: Duty of Disclosure when completing documentation for new business/renewals and midterm adjustments. 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’¹. 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.

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.

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.

CONFLICTS OF INTEREST

It is the policy of our firm to avoid conflicts of interest in providing services to you. However, where an unavoidable conflict of interest 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. Blackthorn Wealth Management is responsible for managing potential conflicts of interest. A full copy of our conflicts of interest policy is available on request. As per the above remuneration policy we receive payment from the companies we have agencies with for the business you transact.

DEFAULTS ON PAYMENTS BY CLIENTS

Blackthorn Wealth Management will exercise its legal rights to receive payments due to it from clients (fees) 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.

NEW BUSINESS & RENEWAL

You may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 working days after the date you were informed that the contract is concluded. This does not affect the notice periods already provided under European Union (Insurance and Reinsurance) Regulations 2015 (S.I. No. 485 of 2015) or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (S.I. No. 853 of 2004) which is 30 days in respect of life policies, irrespective of whether the sale took place on a non-face to face basis, and 14 days in respect of general policies and only on sales that took place on a non-face to face basis (distance sales).

The giving of notice of cancellation by you will have the effect of releasing you from any further obligation arising from the contract of insurance. The insurer cannot impose any costs on you other than the cost of the premium for the period of cover.



This right to cancel does not apply where, in respect of life insurance the contract is for a duration of six months or less, or in respect of general insurance, the duration of the contract is less than one month.

You are under a duty to pay your premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

A court of competent jurisdiction can reduce the pay-out to you if you are in breach of your duties under the Act, in proportion to the breach involved.

POST-CONTRACT STAGE AND CLAIMS

Any clause in a contract of insurance that refers to a “material change” will be interpreted as being a change that takes the risk outside what was in the reasonable contemplation of both you and the insurer when the contract was concluded.

You must cooperate with the insurer in an investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify the insurer of the occurrence of an insured event in a reasonable time.

You must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

If you become aware after a claim is made of information that would either support or prejudice the claim, you are under a duty to disclose it. (The insurer is under the same duty).

If you make a false or misleading claim in any material respect (and know it to be false or misleading or consciously disregards whether it is) the insurer is entitled to refuse to pay and to terminate the contract.

Where an insurer becomes aware that a consumer has made a fraudulent claim, they may notify the consumer advising that they are voiding the contract of insurance, and it will be treated as being terminated from the date of the submission of the fraudulent claim. The insurer may refuse all liability in respect of any claim made after the date of the fraudulent act, and the insurer is under no obligation to return any of the premiums paid under the contract.

COMPLAINTS

Upon receipt of an oral complaint, we will provide the option to have the complaint addressed through the firm's established complaints procedure. We will permit and facilitate submission of complaints in writing by post and by electronic means. We will acknowledge your complaint 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 the firm's website and on request.

DATA PROTECTION

We are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. Blackthorn Wealth Management 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 provided to you at the time of data collection. We will ensure that this Privacy Notice is easily accessible. Please refer to our website www.blackthornwealth.ie If this medium is not suitable, we will ensure you can easily receive a copy by hard copy. We may use third party providers for onboarding of clients, these companies will also be regulated and adhere to the General Data Protection Regulations. Please contact us at ray@blackthornwealth.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.

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.



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.

DATA PRIVACY NOTICE

Our Privacy Notice explains how we process your personal data and your rights in relation to that data. A copy of our current Privacy Notice is available on our website at www.blackthornwealth.ie and forms part of our client information disclosures.

By proceeding with our services, you acknowledge that you have been provided with access to our Privacy Notice and have been informed where it can be accessed.

Client signature

Date

Advisor Signature

Date