

Terms of Business

Applicable from 24th March 2026

Dear Client,

We attach for your information a document setting out the terms under which our firm will provide insurance and investment business services to you.

You should read through this document carefully and if there are any matters on which you require clarification, we will be happy to explain them in more detail.

If the firm amends its Terms of Business at a future date, we will advise you in writing in advance of any such changes. The terms will remain in force and shall apply to any business service provided to you now or at a future date.

These Terms of Business are applicable from 24/03/2026 and set out in general terms the basis on which our firm will provide financial services to you. They detail the respective duties and responsibilities of both the firm and you in relation to such services. Please read these terms thoroughly. If you have any queries, please contact us and we will be happy to clarify. If any material changes are made to these terms, we will notify you at the earliest opportunity.

We are committed to providing you with an excellent professional level of service. We are required to act in your best interests when providing advice and to ensure that any recommendation is suitable for your needs.

Yours sincerely,

Will Sparks

On Behalf of SparksWealth

Terms of Business

These Terms of Business applicable from 24/03/2026 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 read these terms thoroughly. 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 and Codes of Conduct

SparksWealth Ltd is regulated by the Central Bank of Ireland. Our authorisation can be verified on the Central Bank of Ireland Register at www.centralbank.ie or by calling 01-224 4000. Our reference code is C12690.

We are subject to the Consumer Protection Code 2012 (as amended), the Minimum Competency Code 2017, and the Fitness & Probity Standards. These codes are available on the Central Bank's website and offer important protections to consumers.

Our Services

We are an Insurance and Investment Intermediary. Our principal business is to provide advice and arrange transactions on behalf of clients in relation to life assurance, pensions and investments. We are members of Brokers Ireland.

Important: We provide advice on a "**Limited Analysis of the Market**" basis. This means our advice is based on the range of product providers with which we hold agencies — it is not based on a fair and personal analysis of the whole market (i.e. all providers and products available in Ireland). While we are not tied to any single provider, you should be aware of this limitation. You are entitled at any time to request a full list of the product providers we work with. The range of product providers we work with is reviewed periodically to ensure it remains appropriate for the services we provide.

When providing advice on investment products — including insurance-based investment products (IBIPs) such as unit-linked funds — we are required to gather information about your investment knowledge and experience, your financial situation, and your investment objectives and risk tolerance. For ongoing advised relationships, we will reassess suitability when we become aware of any change in your circumstances. If you do not provide the information we request, we may be unable to assess the suitability of a product for you and we will not be in a position to make a recommendation.

Product Providers

We currently hold agencies with the following companies:

- Aviva Life & Pensions Ireland DAC
- BCP Asset Management DAC
- Cantor Fitzgerald Ireland Limited
- Conexim Advisors Limited
- Independent Trustee Co Ltd
- Irish Life Assurance PLC
- J&E Davy ULC
- Newcourt Retirement Fund Managers Ltd
- New Ireland Assurance Co PLC
- Royal London Insurance DAC
- Standard Life International DAC
- Quilter Cheviot Europe Ltd
- Zurich Life Assurance PLC

We do not guarantee, nor make representations in respect of, and expressly disclaim responsibility for, the financial security of any insurance company or product producer with which we place business.

Defaults

Insurers may withdraw benefits or cover in the event of default of any payment due under any product(s) arranged by us. Central Bank of Ireland rules prohibit us from paying premiums to insurers where those premiums have not first been received by us. In the event of a default of full premium payment, we will issue cancellation instructions to the relevant insurer.

Cancellation

You may cancel your policy by providing written notice to us at any time, provided that: (i) all reasonable charges and costs incurred by SparksWealth have been discharged; and (ii) no incident giving rise to a claim has occurred during the current period of insurance. Statutory cancellation rights (cooling-off periods) are set out in the relevant product documentation.

Disclosure of Information

We act as your representative to the companies with which we hold agencies, and we will assist you with any queries regarding your policies, including in the event of a claim. We will explain the restrictions, conditions and exclusions attached to your policy. However, it is your responsibility to read all policy documents, literature and brochures to ensure you understand the nature of your cover.

You are under a duty to answer all questions posed by the insurer, or by us on the insurer's behalf, honestly and with reasonable care. Material information — including medical history, smoker/non-smoker status, occupation and any hazardous pursuits — is central to underwriting decisions. It is presumed that you are aware that all questions in an application or at renewal are material to the risk undertaken by the insurer or to the calculation of the premium.

Any failure to disclose material information may invalidate a claim and render your policy void. You must disclose any material changes that occur between the time you complete an application form and the time the first premium is paid. Please also notify us promptly of any changes to your personal circumstances (e.g. change of name or address).

Sustainable Investing

We will gather and record your Sustainable Investing Preferences and include these in our Statement of Suitability and recommendation to you. The investment products we advise on are produced by the product providers with whom we hold agencies, and we rely on their documentation when making sustainable investment recommendations. Sustainable Finance Disclosure Regulation (SFDR) disclosures are the responsibility of the relevant product producers and are set out in their product brochures and documentation.

Please note: we do not currently consider the principal adverse impacts of investment decisions on sustainability factors in our investment advice. We will advise you of any additional charges associated with sustainable investment products before you proceed.

Conflicts of Interest

It is our policy to avoid conflicts of interest in providing services to you. Where an unavoidable conflict of interest arises, we will advise you in writing of how it is being managed before providing any service. We receive commission and/or other remuneration from product providers in connection with business we place with them. Notwithstanding this, our obligation is to act in your best interests. A full copy of our Conflicts of Interest Policy is available on request.

Instructions for Policy Amendments

Instructions to amend your policy transmitted by telephone, text message or email will only take effect once confirmed in writing by SparksWealth. We recommend that you retain a record of all instructions given to us.

Complaints

We have a formal complaints procedure, a copy of which is available on request. Complaints may be made in writing, by email, by telephone or in person. Where a complaint is made by telephone or in person, we will write to you to confirm our understanding of the complaint.

We will acknowledge receipt of your complaint within 5 business days. If the matter has not been resolved within that period, we will inform you of the name of the person handling your complaint. We will update you on our investigation within 20 business days and endeavour to provide a final response within 40 business days. If this is not possible, we will notify you and advise of the expected timeline.

Complaints should be addressed to: SparksWealth, 38 Baggot Street Lower, Dublin 2, D02 T938. Email: info@sparkswealth.ie.

If you remain dissatisfied with the outcome of our investigation, you may refer your complaint to the Financial Services and Pensions Ombudsman (FSPO): Lincoln House, Lincoln Place, Dublin 2. Lo-call: 01 567 7000. Email: info@fspoi.ie. Website: www.fspoi.ie.

Remuneration and Charges

We are remunerated by way of commission from product providers. This may include initial commission (paid on completion of business) and/or renewal/trail commission (paid on an ongoing basis while a policy remains in force). You may alternatively choose to pay for our services by way of a fee agreed with you in advance and in writing, in which case any commission received will be offset against that fee. Full details of our remuneration arrangements are available on our website or from our offices on request.

Where we receive ongoing commission in respect of your pension or investment business, this forms part of our remuneration for ongoing advice and servicing, and you will be provided with an annual benefit statement or review.

Notwithstanding the commission arrangements described above, our obligation at all times is to recommend the product that is in your best interest. Our remuneration does not influence the advice we provide.

Additional fees may apply in complex cases or where specialist input or particular urgency is required. We will always provide you with a written estimate and obtain your agreement before any such fees are incurred.

We will carry out a periodic suitability assessment of your investments at your request. For clients with an ongoing advisory relationship, we will also reassess suitability when we become aware of material changes in your circumstances.

The type and level of commission may vary depending on the product provider and product type. Full details of all remuneration, including any conflicts of interest, will be disclosed to you before any transaction is completed.

Client Monies & Receipts

All cheques or negotiable instruments should be made payable directly to the appropriate product provider. We are not authorised to accept cash payments. A receipt will be issued for each payment received; please retain these safely.

Please note: acceptance by us of a completed proposal form does not of itself constitute the effecting of a policy. A policy is only in force when the product provider has confirmed that it is live.

Default on Payments by Clients

We will exercise our legal rights to recover payments due to us from clients in respect of services rendered. Product providers may withdraw benefits or cover in the event of default on payments due under policies or other products arranged on your behalf. Please refer to the relevant policy documents for the specific provisions applicable.

Vulnerable Clients

We are committed to treating all clients fairly, including those who may be in vulnerable circumstances due to age, health, financial difficulty, bereavement or other personal factors. If you feel that you or someone you are acting on behalf of may need additional support or more time to consider information and decisions, please let us know and we will do our best to accommodate your needs. All staff are trained to recognise and respond appropriately to client vulnerability.

Regular Reviews

We strongly recommend that you review, on a regular basis, the products arranged for you. As your circumstances change, your needs will change. Please advise us of any material changes in your personal or financial circumstances and request a review of your policies so that we can ensure your arrangements remain suitable and up to date.

Data Protection

SparksWealth Ltd complies with the requirements of the General Data Protection Regulation (GDPR) and the Data Protection Acts 1988–2018. Your personal data will be processed only for purposes compatible with those for which it was provided. A separate Data Privacy Notice, which sets out in full how, why and with whom your personal data is used and shared, will be provided to you. Please read this notice carefully.

Compensation Schemes

We are members of the Investor Compensation Scheme, established under the Investor Compensation Act 1998. Compensation may be payable in certain circumstances where client money or investment instruments held by an authorised investment firm cannot be returned to clients. Compensation is payable where: (i) the client is an "eligible investor" as defined in the Act; and (ii) the firm is unable to return client money or instruments. Where entitlement is established, compensation is the lesser of 90% of the client's recognised loss or €20,000. For further information, contact Investor Compensation Company Ltd at (01) 224 4955.

Governing Law and Business Succession

These Terms of Business are governed by and construed in accordance with the laws of the Republic of Ireland. They will be deemed to apply to any successors in the business of SparksWealth.

Outsourcing

We outsource certain functions to third-party service providers, both within Ireland and internationally. This includes administrative and support services. All outsourcing arrangements are subject to appropriate oversight and are designed to ensure that your data is protected and that service standards are maintained in line with regulatory expectations..