

**PLEASE DO NOT RETURN THIS PAGE.** Please keep this for your records. You should read the Bloxham Terms of Business and Order Execution Policy carefully as they contain important information.

This agreement outlines the terms under which Bloxham provides services as Investment Partner to **Irish Life** Policy Owners.

## 1. Our Particulars

The full name of our firm is Bloxham and the address of our registered office is 2/3 Exchange Place, International Financial Services Centre, Dublin 1. We will communicate to you in English.

## 2. Advisory Service

We are required to take reasonable steps to obtain from you sufficient investment-related information to enable us to give you suitable advice. This includes details of your investment objectives, attitude to risk, investment experience and knowledge. If you do not provide this information, we will not be in a position to offer you advice. We will manage your account to try to meet the investment aims of which you have advised us. If there are any limits or restrictions that you want to place on your investments you must write and inform us.

## 3. Categorisation

Based on the information available to Bloxham, we have categorised you as a Retail Client, and you will be treated as such in respect of all business we conduct with or for you. You may request to be categorised as a Professional Client in respect of all the services that we provide you or on a product, service or transactional basis; subject to meeting certain criteria, this would result in a reduced level of client protections for you. If you want to be categorised differently, please contact your Portfolio Manager.

## 4. Placing of Orders

Where you decide to place an order or instruction, these must be placed at meetings or by telephone, however if this medium is unavailable an instruction by post is sufficient.

## 5. Data Protection and Confidentiality of Information

Bloxham may use, store or otherwise process personal information provided by you in connection with the provision of the services for the purposes of providing the services, administering your account or for purposes ancillary thereto, including, without limitation, for the purposes of credit enquiries or assessments.

The information Bloxham hold about you is confidential and will not be used for any purpose other than in connection with the provision of the services. Information of a confidential nature will be treated as such provided that such information is not already in the public domain.

Information of a confidential nature will only be disclosed outside the group of companies of which Bloxham are a part, in the following circumstances:

- i. where required by law or if requested by any regulatory or government authority or exchange having control or jurisdiction over Bloxham (or any respective associate);
- ii. to investigate or prevent fraud or other illegal activity;
- iii. to any third party in connection with the provision of services to you by Bloxham;
- iv. for purposes ancillary to the provision of the services or the administration of your account, including, without limitation, for the purposes of credit enquiries or assessments;
- v. if it is in the public interest to disclose such information;
- vi. at your request or with your consent.

Please be advised that, by signing this agreement, you will be consenting to the transmittal of your data outside of the EU/EEA where this is permitted under the Data Protection legislation in Ireland.

In accordance with the Data Protection legislation in Ireland, you are entitled to a copy of the information Bloxham hold about you on computer, on payment of a fee which is capped by the Data Protection Commissioner of Ireland. In the first instance, you should direct any such request to Bloxham. You should let us know if you think any information Bloxham hold about you is inaccurate, so that Bloxham may correct it.

In accordance with the Record Retention Statement below, you will not be at liberty to request the destruction or deletion of any record pertaining to yourself unless Bloxham are required to do so by force of law or other regulatory requirement.

## 6. Record Retention

In accordance with legal and regulatory requirements, Bloxham will retain your records, for a minimum period of six years following the termination

of any relationship between us. This period may be extended by force of law, regulatory requirement or agreement amongst us.

## 7. Amendment

Bloxham reserves the right to alter these Terms and Conditions at any time, upon giving 10 business days' notice in advance. You are deemed to have consented to any alteration that may be effected to these terms and conditions if Bloxham do not receive notification otherwise from you, in writing, within the time that the changes were notified to you and their coming into effect.

## 8. Conflicts of interest

Your attention is drawn to the fact that when Bloxham give you investment advice, Bloxham, or some other person connected with us, may have an interest, relationship or arrangement that is material in relation to the investment, transaction or service concerned. However, our employees are required to comply with a policy of independence and disregard and such interest when making recommendations to you.

When Bloxham recommend a transaction to you or enter into a transaction for you, Bloxham could be:-

- i. dealing as principal for our account by selling the investment concerned to you or buying it from you. In such cases this will be disclosed in the contract note; or
- ii. matching your transaction with that of another customer by acting on his/her behalf as well as yours;
- iii. buying or selling units in a collecting investment scheme where Bloxham are [or an associated company is] the trustee, operator (or an advisor of the trustee or operator) of the scheme;
- iv. buying investments where Bloxham are involved in a new issue, rights issue, takeover or similar transaction concerning the investment; the client should be aware in dealing in the securities of an entity in a period post the announcement of that entity's results, or of other information material to its business, that it is common practice that such announcements are often followed by analysts' briefings, conference calls, 'webcasts' or other similar fora. Information relevant to the price of the securities in question may emerge in such fora and may have an influence on the market price of the security. In choosing to deal in the period between the announcement by the entity and the subsequent analysts' briefings, conference calls, etc., the client acknowledges the risk of a possible adverse price movement. This acknowledgement is without prejudice to the firm's other duties to the client, including the obligation to act for the best advantage of the client and in the case of advisory and discretionary clients to ensure that any investment advice given is suitable.

## 9. Aggregating Orders

Bloxham may combine your order with our own orders and orders of other customers where it is necessary to do so to complete your order or to obtain a better price thereon.

## 10. Taping of Calls

In accordance with good practice Bloxham record telephone calls to and from the trading areas of the firm. These must be kept for a period of three months. All telephone conversations are recorded to ensure accuracy of instructions and to assist with any disputes. Bloxham shall be entitled to rely on instructions, which we reasonably believe to be from you, your agent or your attorney on your account (whether verbal or written) without further enquiry.

## 11. Governing Law

These terms and conditions will be governed by the laws of the Republic of Ireland.

## 12. Complaints Procedure

In the event that you may have a complaint against the firm, this must be in writing and addressed to the Compliance Officer. If a complaint cannot be satisfactorily resolved it is to be directed in writing to the Financial Services Ombudsman.

## 13. Amendment/Termination

Bloxham may amend this agreement by sending you a written notice describing the relevant changes. Such amendments will become effective on the date to be specified on the notice. This agreement remains in force until such time as either party terminates this agreement by written notice. The termination will be without prejudice to all rights and obligations arising prior to such termination.