

TERMS OF BUSINESS (Version 17 Effective from March 2026)

MGM Capital, 95 O'Connell Street, Limerick.
Tel 061 414180. Fax 061 413319. Email: omulcahy@mgmcapital.ie
MGM Wealth Management DAC T/A MGM Capital

These Terms of Business set out the general terms under which our firm will provide business services to you and the respective duties and responsibilities of both the firm 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 these. If any material changes are made to these terms we will notify you.

AUTHORISATION WITH THE CENTRAL BANK OF IRELAND

MGM Wealth Management DAC t/a MGM Capital (C2446) 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 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 0818681681 or alternatively visit their website at www.centralbank.ie to verify our credentials.

CODE OF CONDUCT

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

Under the Investment Intermediaries Act 1995 we receive and transmit orders in life and pensions to the following Product Providers from whom a letter of appointment is held. MGM Capital are a member of Brokers Ireland. Our Principal business is to provide advice and arrange transactions on behalf of clients in relation to Life & Pension Products. A full list of insurers and product producers with whom we deal are below

DAVY, Royal London, Cantor Fitzgerald Ireland Ltd Stockbrokers, Aviva Life & Pensions, Irish Life, New Ireland, Phoenix Ireland, Standard Life, Wealth Options Trustees Ltd, Quest Retirement Solutions, Zurich Life, BCP Asset Management, Liberty, Newcourt Pensioner Trustees, Independent Trustee Company (ITC), Omnium Investment Platform

- We will act as your agent in advising you and arrange life assurance products, pension/prsa products, self-directed pensions, small self-administered pensions, approved minimum retirement plans, approved retirement plans, savings plans, investments, share dealing services, protection and insurance products with the companies listed above.
- Where we have arranged an investment on your behalf with one of the above companies, we may provide an ongoing advisory service in relation to that investment.
- We never own the investments that you arrange through us and all investments will be registered in your name.
- We will forward you all documents showing ownership of your investments as soon as we receive them.

MGM Capital

70-71 O'Connell Street, Limerick T. 061 414 180 F. 061 413 319 E. info@mgmcapital.ie W. mgmcapital.ie

Directors

O. M. Mulcahy BSc, Grad Dip, QFA (Managing), H. N. Mulcahy FCCA AITI, E. G. Gorman BCOMM FCCA, N. W. Mulcahy BBS FCA

MGM Wealth Management DAC. t/a MGM Capital is regulated by the Central Bank of Ireland.

Company Registration No. 175454 Brokers Ireland Reference No. 970280

- We will keep records of all business transactions for at least 6 years. You have the right to inspect copies of any documentation or computer records relating to your transactions.
- You, or we, may terminate our authority to act on your behalf at any time, without penalty.
- Notice of this termination, must be given in writing.

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.

TERMS OF BUSINESS (Version 17 Effective from March 2026)

**MGM Capital, 95 O'Connell Street, Limerick.
Tel 061 414180. Fax 061 413319. Email: omulcahy@mgmcapital.ie
MGM Wealth Management DAC T/A MGM Capital**

These Terms of Business set out the general terms under which our firm will provide business services to you and the respective duties and responsibilities of both the firm 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 these. If any material changes are made to these terms we will notify you.

MGM Capital acts as Brokers

- a.) The principal regulated activities of the firm are provided on the basis of a fair and personal analysis of the market; and
- b.) You have the option to pay in full for our services by means of a fee

We offer advice on a Fair and Personal Analysis basis in relation to the products and service we provide. This means we research a large number of contracts and product providers to enable us to make a recommendation that meets your requirements.

On receipt of your instructions we will transmit orders, on your behalf, to these product providers

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.

Sustainability Factors - Investment/IBIPS/Pension Advice

In accordance with the Sustainable Finance Disclosure Regulation ('SFDR'), MGM Capital 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 to 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 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: MGM Capital 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

Impact on Return

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 are more likely to create and preserve long term investment capital.

Charges/Reumeration

MGM Capital is remunerated by commission paid to us from the companies listed above for the advice we provide on our insurance based, investment products, pension products and life assurance products. You will receive from the company, and from us, information about the commission we receive for your particular investment/transaction.

Sustainability Factors – Investments/IBIPs/Pension Advice

When assessing products, we will consider the different approach taken by product providers in terms of them integrating sustainability risks into their product offering. This will form part of our analysis for choosing a product provider. 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.mgmcapital.ie

In certain circumstances, it will be necessary to charge a fee for services provided.

MGM Capital

70-71 O'Connell Street, Limerick T. 061 414 180 F. 061 413 319 E. info@mgmcapital.ie W. mgmcapital.ie

Directors

O. M. Mulcahy BSc, Grad Dip, QFA (Managing), H. N. Mulcahy FCCA AITI, E. G. Gorman BCOMM FCCA, N. W. Mulcahy BBS FCA

MGM Wealth Management DAC. t/a MGM Capital is regulated by the Central Bank of Ireland.

Company Registration No. 175454 Brokers Ireland Reference No. 970280

TERMS OF BUSINESS (Version 17 Effective from March 2026)

MGM Capital, 95 O'Connell Street, Limerick.
Tel 061 414180. Fax 061 413319. Email: omulcahy@mgmcapital.ie
MGM Wealth Management DAC T/A MGM Capital

These Terms of Business set out the general terms under which our firm will provide business services to you and the respective duties and responsibilities of both the firm 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 these. If any material changes are made to these terms we will notify you.

These are listed below. 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.

If we receive commission from a product provider, this will be offset against the fee which we will charge you. Where the commission is greater than the fee due, the commission may become the amount payable to the firm unless an arrangement to the contrary is made.

Hourly fee

QFA	250	Administrative	100
-----	-----	----------------	-----

Additional fees may be payable for complex cases to reflect expertise or urgency. The fees in these cases may range from €250 to a maximum of €500 per hour. This will always be discussed and agreed in advance of any work taking place. In addition, we may earn a nonmonetary benefit which will we only accept if it enhances the quality of our services to you i.e. attendance at a produce seminar/training, assistance with branding and IT support. Professional Fees are non-refundable in the event that a policy is cancelled

Ongoing Remuneration

We receive ongoing remuneration from Product Providers in respect of the financial service provided to you. This remuneration is to cover the regular reviews, client queries and the on going service that we provide in relation to the product. This can range from 0.25% to 0.5% of the annual management charge

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.

Share Dealing

Sharedealing through Cantor Fitzgerald Ireland Ltd Stockbrokers will be on an individual client account basis. As with all foreign shareholdings, the share certificate and dividends are held on account by the Registrar.

Receipts

MGM Capital shall issue a receipt for each non-negotiable or negotiable instrument received. This is required pursuant to Section 30 of the Investment intermediaries Act, 1995. These are issued with your protection in mind and should be retained safely.

Credit Policy

MGM Capital regrets that credit cannot be extended to clients in respect of premiums, initial, renewal or additional. Initial or first premiums must be paid at inception of cover, and renewal premiums before the policy renewal date, otherwise the Company will advise the insurance undertaking or product producer involved and cover will be cancelled.

Insurance based Investment Products

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

Ongoing Suitability

Ongoing suitability assessments will form part of the service to clients whose investments come under the remit of the MiFID Regulations 2017 and the Insurance Distribution Regulations 2018. Where your investment falls under these regulations we will provide you on an annual basis with a client report summarising how the product continues to meet your investment needs and objectives and your risk profile or not as the case may be determined.

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 need

MGM Capital

70-71 O'Connell Street, Limerick T. 061 414 180 F. 061 413 319 E. info@mgmcapital.ie W. mgmcapital.ie

Directors

O. M. Mulcahy BSc, Grad Dip, QFA (Managing), H. N. Mulcahy FCCA AITI, E. G. Gorman BCOMM FCCA, N. W. Mulcahy BBS FCA

MGM Wealth Management DAC. t/a MGM Capital is regulated by the Central Bank of Ireland.

Company Registration No. 175454 Brokers Ireland Reference No. 970280

TERMS OF BUSINESS (Version 17 Effective from March 2026)

MGM Capital, 95 O'Connell Street, Limerick.

Tel 061 414180. Fax 061 413319. Email: omulcahy@mgmcapital.ie

MGM Wealth Management DAC T/A MGM Capital

These Terms of Business set out the general terms under which our firm will provide business services to you and the respective duties and responsibilities of both the firm 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 these. If any material changes are made to these terms we will notify you.

Default on Payment

Our firm will exercise its legal rights to receive payments due to it from clients for investment business services provided. In particular, without limitation of 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.

Insurers and other 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. You should refer to policy documents or policy conditions for the details of such provision.

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.

Conflicts of Interest

MGM Capital wish to avoid conflict of interest when providing services to you our clients. . 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. Neil Mulcahy is responsible for managing

A full copy of our conflicts of interest policy is available on request.

Complaints Procedure

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 our website.

Consumers: Duty of Disclosure when completing documentation

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' .

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.

Cancellation -New Business & Renewal

If you have taken out a life insurance contract, you may cancel by giving notice in writing to the insurer, within 30 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. This right to cancel does not apply where, in respect of life insurance the contract is for a duration of six months. 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

An insurer may refuse a claim made by you under a contract of insurance where there is a change in the risk insured, including as described in an "alteration of risk" clause, and the circumstances have so changed that it has effectively changed the risk to one which the insurer has not agreed to cover. 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 the contracting parties when the contract was concluded.

MGM Capital

70-71 O'Connell Street, Limerick T. 061 414 180 F. 061 413 319 E. info@mgmcapital.ie W. mgmcapital.ie

Directors

O. M. Mulcahy BSc, Grad Dip, QFA (Managing), H. N. Mulcahy FCCA AITI, E. G. Gorman BCOMM FCCA, N. W. Mulcahy BBS FCA

MGM Wealth Management DAC. t/a MGM Capital is regulated by the Central Bank of Ireland.

Company Registration No. 175454 Brokers Ireland Reference No. 970280

TERMS OF BUSINESS (Version 17 Effective from March 2026)

MGM Capital, 95 O'Connell Street, Limerick.
Tel 061 414180. Fax 061 413319. Email: omulcahy@mgmcapital.ie
MGM Wealth Management DAC T/A MGM Capital

These Terms of Business set out the general terms under which our firm will provide business services to you and the respective duties and responsibilities of both the firm 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 these. If any material changes are made to these terms we will notify you.

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.

Investor Compensation Scheme

MGM Capital is a member of the Investor Compensation Company Ltd (ICCL) Scheme established under the Investor Compensation Act, 1998. The legislation provided for the establishment of a compensation scheme and to the payment in certain circumstances, of compensation to certain clients of firms (known as eligible investors) covered by the Act. However, you should be aware that a right to compensation would only arise where client money or investment instruments held by this company on your behalf cannot be returned, either for the time being or for the foreseeable future, and where the client falls within the definition of eligible investor as contained in the Act. In the event that a right to compensation is established, the amount payable is the lesser of 90% of the client's loss, which is recognised as being eligible 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 01-244955

We also maintain Professional Indemnity Insurance, which helps safeguard the interests of our clients.

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

We are also members of the Brokers Ireland Clients Compensation and Membership Scheme. 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 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 Protection

MGM Capital is subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. MGM Capital 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 assessable.

Please refer to our website www.mgmcapital.ie if this medium is not suitable we will ensure you can easily receive a hard copy.. Please contact us at info@mgmcapital.ie if you have any concerns about your personal data.

These Terms of Business including Schedule of Fees & Charges are valid from 24th March 2026 until further notice.

MGM Capital

70-71 O'Connell Street, Limerick T. 061 414 180 F. 061 413 319 E. info@mgmcapital.ie W. mgmcapital.ie

Directors

O. M. Mulcahy BSc, Grad Dip, QFA (Managing), H. N. Mulcahy FCCA AITI, E. G. Gorman BCOMM FCCA, N. W. Mulcahy BBS FCA

MGM Wealth Management DAC. t/a MGM Capital is regulated by the Central Bank of Ireland.
Company Registration No. 175454 Brokers Ireland Reference No. 970280