The purpose of this document is to set out the basis on which Navigation Wealth Ltd t/a Navigation Wealth will provide professional services. Please take a few minutes to read through this document and if you have any queries, we would be happy to answer them. If any material changes are made to these terms, we will notify you.

NAVIGATION WEALTH
KEEPING YOU ON COURSE

Terms of Business for Regulated Activity

November 2026

Navigation Wealth Ltd trading as Navigation Wealth | Business Address: Northpoint House, Northpoint Business Park, Mallow Road Cork T22 AT2P.

Warning: These Terms of Business apply only to Central Bank of Ireland's regulated activities. Unregulated services and investments are not covered by the Central Bank's consumer protection rules or by statutory compensation schemes. A separate Terms of Engagement will be issued where Navigation Wealth are providing unregulated services.

1. Regulatory Status

Navigation Wealth Ltd t/a Navigation Wealth is regulated by the Central Bank of Ireland as Investment Intermediary under Section 10 of the Investment Intermediaries Act, 1995 (as amended) and as an Insurance Intermediary registered under the European Communities (Insurance Distribution) Regulations, 2018 C36350. We do not have a holding, direct or indirect, representing 10 percent or more of the voting rights or of the capital in any insurance undertaking; and likewise, no insurer has any such holding in our firm. We represent our customers when dealing with insurers. Copies of our statements of authorised status are available on request. 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.

2. Codes of Conduct

Navigation Wealth Ltd 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 www.centralbank.ie

3. Provision of Financial Services

Navigation Wealth's principal business is to provide advice and arrange transactions on behalf of clients in relation to life and pension products. A full list of insurers and product producers which we deal with is available on request. Navigation Wealth Ltd is a member of Brokers Ireland.

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, 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 it 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, scale and complexity of the customer transaction,
- The number of providers in the market that deal with intermediaries,
- 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.

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

3.1 Life & Pensions and Life Wrapped Investments

- Navigation Wealth is renumerated by commission for our investment intermediary services.
- Navigation Wealth is remunerated by commission for the advice we provide on our insurance-based investment products and insurance-based protection products.
- We provide life assurance, pensions and insurance-based investment products 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 on the market to enable us to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs.
- In order to ensure that the number of contracts and providers is sufficiently large to constitute a fair analysis of the market we will consider criteria such as your needs, the size of the transaction, the number of providers in the market that deal with brokers, the relevant number of products available from each provider, the availability of information, the quality of the product and service provided by providers, cost and any other relevant consideration.
- 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 policies 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 Permanent Health Insurance and serious illness policies.
- Specifically on the subject of Permanent Health Insurance and Specified Illness policies it is our policy, where reasonably possible, to provide you with the Terms & Conditions of the policy that is being recommended by us, Navigation Wealth, which will inform you of 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.
- On making our recommendation(s) and on receipt of your instructions we will transmit orders on your behalf to one or more Product Producers with whom we hold a written letter of appointment, a list of which is available on request.

3.2 Non-Insurance Based Investment Products(Article 3)

- In relation to non-insurance-based investment products, other than bank deposit accounts, we provide advice on a limited analysis and non- independent basis, as we may receive remuneration from the product providers of such products. These products include structured products which may typically be listed bonds, collective instruments, unit trusts, Prize Bonds and tracker bonds. The product providers with which we currently hold agencies are:
  - Cantor Fitzgerald
  - Quilter Cheviot
  - Conexim
- If our recommended product is with a product producer with whom we do not hold an appointment in writing, we will advise you accordingly.
- Navigation Wealth is remunerated by commission and or fee for our non-insurance-based investment products.

3.3 Personal Retirement Savings Accounts (PRSAs), Approved Retirement Funds (ARFs), Personal Retirement Bonds (PRBs), Retirement Annuity Contracts (RACs)

- We provide advice on and arrange insurance based PRSAs, ARFs, PRBs and Personal Pensions.
- We facilitate self-administered PRSAs, ARFs and PRBs which can be deemed as **unregulated** activity by the Central Bank of Ireland. (*See warning above on unregulated services*).

3.4 Deposits

We are authorised as a Deposit Broker. It is, however, within our regulatory status to provide advice in relation to deposit arrangements. We do not hold agencies with any deposit institution.

4. Client Details

Before we enter into a relationship with you, we will establish personal and financial information on your current financial position which enables us to make suitable recommendations. Our advice is given based on our knowledge and understanding of your current financial affairs. It is therefore necessary for you to provide us with all relevant information, financial and otherwise, and to advise us of any changes in your circumstances. If you decline or omit to do this, our advice will be based on incomplete information and therefore we may not be in a position to offer you appropriate advice.

4.1 Furthermore, our advice is based on any instructions given regarding:

- Restrictions you wish to impose relating to particular investments or types of investments.
- The investment guidelines to be followed.
- The degree of financial and investment risk which you are prepared to accept.

4.2 Unless otherwise agreed between us in writing:

- Documents of title shall be registered in your name at your address.
- We shall not hold documents of title on your behalf.

We can enter into a relationship if you want to deal with us on an execution only basis, where you have identified the provider and the specific product that you wish to effect or invest in regardless of its suitability to your needs. However, we must obtain certain information from you in order to fulfil your instructions. This means that we will not give you any advice in relation to the transaction, we will warn you investment products can fall as well as rise in value and you will be required to provide us with written confirmation that you still wish to proceed with the transaction.

5. Investment Advice

There are risks attached to any investment and our own recommendations do not give an express or implied warranty or guarantee relating to the financial return of the particular investment.

We shall put our advice in writing before completing a transaction on your behalf. Should you wish to effect a transaction which we do not regard as suitable we shall require your written confirmation before completion.

6. Sustainable ("SFDR" - Regulation)

In accordance with the Sustainable Finance Disclosure Regulation (SFDR), where we refer to 'sustainability risk' we are referring to the environmental, social or governance (ESG) event or condition that could cause an actual or potential negative impact on the value of a product we recommend to you. When providing advice, we consider the adverse impact of investment decisions on sustainability based on the size, scale and complexity of our firm and in so far as available information allows us to do so. How we include sustainability factors in our advice process will develop over time. This will be largely influenced by the product providers and investment funds available and how these products and funds factor in sustainability risks. However, as part of our approach, Navigation Wealth consider the Product Providers literature to factor in decisions about ESG products. Navigation Wealth will always act in the clients' best interests and requirements in the area of ESG. The consideration of sustainability risks may impact on the returns of financial products.

7. Complaints

Whilst we recognise that complaints can be verbal, it is our preference that all complaints are made in writing or my electronic means. We have a written complaints procedure for the effective handling of all complaints.

Upon receipt of an oral, written or electronic complaint we will provide the option to have the complaint addressed through the firm's established complaints procedure. We will acknowledge receipt of your complaint in writing within 5 working days and we will fully investigate it. A written update will be issued to you every 20 business days by a nominated individual within our firm. In the event of any failure to resolve your complaint you may raise this matter with the: Financial Services & Pensions Ombudsman Tel: 01 567 7000 or by email info@fspo.ie

Our full Complaints Procedure is available on request and on our website www.navwealth.ie

8. Remuneration

We are remunerated for the business services we offer in a number of ways:

8.1. by the product producers with whom we place business in the form of a commission payment on the completion of business. **AND/OR**

8.2. by you directly in the form of a fee which we will agree in advance of all transactions. Our fee structure is outlined below.

8.3. A non-monetary benefit which will only be accepted if it enhances the quality of the service for our clients.

You may choose to pay in full for our services by means of a fee. We reserve the right to charge additional fees if the number of hours relating to on-going advice/assistance exceeds 2 hours.

These fees will be charged in line with our fee structure below. We shall notify you in advance when these fees are applicable.

Navigation Wealth may also receive additional commission from product producers and financial institutions. This is paid at the discretion of the financial institutions and reflected in disclosure documents issued by the providers.

In certain circumstances, it will be necessary to charge a fee for services provided. Where such fees are chargeable, we will notify you in writing in advance. In 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 the fees outlined below.

We may receive commission from a product provider; this may be offset against any chargeable fee. Commissions receivable will not be offset against fees unless agreed with you in writing.

We may charge a fee where we recommend a product available from a product producer with whom we do not hold a written appointment.

Pursuant of 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 we have agreed with product providers is available in our off or on our website www.navwealth.ie

8.4. Fees Payable – Financial Advice: Life, Pension, PRSAs, Investment, and Deposits

You may elect to engage with us on a fee basis on the following hourly rates (all rates are exclusive of VAT where applicable):

- **Principal/Directors:** €400
- **Senior Advisers:** €300
- **Paraplanners & Support Staff:** €100

Hourly rates are subject to review from time to time. In determining the rate and any additional charges, factors such as specialist skills, complexity, value, risk and urgency will be considered in deciding the amount of any fee to be invoiced. We will provide you with the rate in advance of providing you with our services. Where the commission paid by a provider is greater than the fee due, the commission will become the amount payable to Navigation Wealth unless an arrangement to the contrary is made.

A summary of Navigation Wealth remuneration can be found on our website at this link.

Recurring Remuneration

We receive ongoing remuneration from Product Providers in respect of the financial service provided to you. This remuneration (e.g. trail, renewal, bullet, flat, fund commission, etc.) is based on a percentage of the value of your investment and annual premium which can often be paid monthly. It is intended to cover the ongoing service on your product.

Clawback of Commission

If we receive commission from a product provider and in all cases [including where said commission has been off-set 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 assets or business to another provider or in any circumstances consequent on your actions or omissions, we may charge a fee to you that is up to 100% of the clawed-back commission.

Sustainability Factors – Investments/IBIPs/Pension Advice

We are remunerated by commission and other remuneration from product providers. The key product providers with which we engage, and receive remuneration from, have developed responsible investment as part of their investment philosophies and sustainability risk policies.

9. Additional Third-Party Services

Where Navigation Wealth believes it is necessary to instruct another professional to provide advice outside the scope of our services, we will inform the client and seek consent prior to instructing such a professional on its behalf. The client shall be responsible for the fees for such additional services.

10. Ongoing Suitability

In line with the Consumer Protection Regulations 2025 and the European Union (Insurance Distribution) Regulations 2018, we are required to inform you whether we provide periodic suitability assessments for Investments and Insurance Based Investment Products (IBIP).

We assess the suitability before recommending any investment product to ensure it meets your needs and circumstances at that time. However, we do not regularly review the ongoing suitability of your investment after the initial assessment as we will be unaware of any changes in your circumstances that might impact the suitability of the investment.

Therefore, it is important that you inform us of there are any changes to your needs and circumstances, as this may affect the suitability of your investment. We are always available to discuss your situation and can carry out a further suitability assessment if required. Our service offering is kept under review and may change overtime.

11. Regular Reviews

We do not conduct a periodic assessment of the suitability of insurance-based investment products or non-life financial instruments on an ongoing basis unless instigated at your request. However, 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. You must advise us of those changes and request a review of the relevant policy or investment so that we can ensure that you are provided with up-to-date advice and products best suited to your needs. Failure to contact us in relation to changes in your circumstances or failure to request a review may result in you having insufficient insurance cover and/or inappropriate investments.

12. Conflict of Interest

Navigation Wealth seeks to avoid any conflict of interest in the conduct of its business and when providing business services to our clients. Nonetheless, some conflicts, real or potential may arise from time to time. It is our policy to put in place procedures and arrangements to manage such conflicts in the best interests of our clients.

Navigation Wealth will notify clients of the nature and / or source of conflicts where there is a real potential risk of damage to their interests and where our arrangements to manage such conflicts may not be sufficient to ensure, with reasonable confidence, that they will not be disadvantaged. In such circumstances, no work will be undertaken with the written agreement of our client. A full copy of our Conflicts of Interest policy is available on request.

13. Premium/Payment Handling

In all circumstances when receiving and transmitting orders in relation to insurance policies, PRSAs and investments, we only accept cheques/bank drafts or Electronic Fund Transfer from clients payable to the product provider.

14. Client Default

In the event of unpaid fees arising or a client otherwise defaulting in its obligations, Navigation Wealth will, if necessary, exercise its legal right to receive any payments due from clients for business services provided.

Product producers may withdraw benefits or cover on default of any payments due under any products arranged for your benefit. Details of these provisions will be included in your product terms and conditions.

15. Completed Proposal Forms / Statement of Fact

Completed proposals and claim forms or Statements of Facts will be provided to you. These are important documents as they form the basis of insurance contract and or statement of your decisions and instructions. You should review and confirm that the answers contained within are true and accurate.

Failure to review completed proposal / claim forms or Statements of Facts and answer all questions by the provider or our firm honestly and with reasonable care can result in the provider or our firm being able to rely on proportionate remedies for misrepresentation, which include but not limited to the insurer / provider voiding the contract. In the case where a 'policy' is cancelled by an insurer for any reason including payment default, you may encounter difficulty in purchasing insurance in the future.

16. Duty to Disclose Information

It is your responsibility to provide complete and accurate information for insurers when arranging an insurance policy. Failure to disclose any material information to your insurers could invalidate your insurance cover and could mean that all or part of a claim will not be paid.

17. Electronic Signature

We provide documents and forms to you and relevant parties that can be signed electronically and in multiple copies by the different parties. However, any document(s) will not become effective until each party has signed at least one copy. The parties agree that a scanned version of signed documents counts as a valid copy. Each signed copy is considered an original, but all copies together form one single document.

18. Anti-Money Laundering

All necessary Anti-Money Laundering verification checks are undertaken in accordance with the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended) and regulations pursuant thereto. Your investment will not proceed unless you are in compliance with the anti-money laundering verification checks.

19. Data Protection

Navigation Wealth complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

Navigation Wealth 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 receive information on 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.
Navigation Wealth may share personal data with insurance companies and/or other service providers with which we deal for the purpose of providing services, for example communications with you outlining an overall view of your assets and portfolio. We may also use your data to provide items of interests and relevant product and market updates.

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

For further information on the General Data Protection Regulation please refer to the following website: GDPR - Data Protection Commissioner - Ireland

20. Investor Compensation Scheme

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd. The following provides an overview:

- 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 owed to or investment instruments 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 reasonable 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;
  - If it transpires that the firm is not in a position to return client money or investment instruments owed to or belonging to the clients of the firm;
  - To the extent that the client's loss is recognised for the purposes of the Act.
- Where entitlement to compensation is established, the compensation payable will be the lesser of:
  - 90% 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) 244 4485 or http://www.investorcompensation.ie/.

21. Consumer Insurance Contracts Act 2019

The following sections apply to consumer duties and rights arising out of the Consumer Insurance Contracts Act 2019 which was implemented to protect consumers.

Non-Consumer Commercial clients have no duties and rights under this Act, and therefore the following sections do not apply to them.

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.

21.1. Cancellation of a Contract of Insurance

If you have taken out a life insurance contract, you may cancel the contract by giving notice in writing to us within 30 days of the date you were informed the contract is on cover.

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.

21.2 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 assured, 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 makes the risk outside what was in the reasonable contemplation of both you and the insurer when the contract was concluded.
- The consumer 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 reasonable time.
- The consumer must notify the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.
- If the consumer becomes aware after a claim is made of information that would either support or

prejudice the claim, they are under a duty to disclose it. (The insurer has the same duty).

- If when making a claim, a consumer provides information that is false or misleading in any material respect (and knows 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 must notify the consumer on paper or on another durable means advising that they are avoiding the contract of insurance. 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; the insurer is under no obligation to return any of the premiums paid under the contract.

22. Contract

These Terms of Business set out the basis on which we provide our services to you and the responsibilities of both Navigation Wealth and you. Please read them carefully. If anything is unclear, or you would like more information on any point, you can contact us to discuss it further. We will provide these terms to you on paper or another durable medium in or around when we provide our first service to you, and they remain available on our website www.navwealth.ie They should be read together with any engagement letter, fee agreement or suitability statement we provide in the provision of our services.

23. Amendment

Navigation Wealth reserves the right to amend its Terms of Business and advise clients without prior agreement. Consideration will be given to whether the changes materially affect any clients and we will notify any client so affected.

24. Termination

You or we may terminate our authority to act on your behalf at any time, without penalty, and without prejudice to the completion of transitions already initiated on your behalf. Termination will take effect at any time by either party giving 30 days' written notice. If the agreement is terminated, the client will be responsible for meeting the costs of any transactions affected before termination, and the due proportion of any fees.

25. Governing Law

The law of the Republic of Ireland will govern the provision of the services covered by this letter, and the Irish courts will have exclusive jurisdiction over any dispute.