

Terms of Business

Thanks A Million.net Limited is a company registered in Ireland whose registered office is situated at Pembroke House, 28-32 Upper Pembroke Street, Dublin 2 ("the Company").

This Terms of Business sets out the general terms and conditions that apply; how we perform these services and our charges.

We shall conduct our relationship with you at all times in accordance with these terms of business.

We are not regulated to provide investment or investment related services that are covered by the Financial Services Authority or the Central Bank of Ireland. We are also not registered with the Irish Pensions Board as we do not provide pension services in Ireland.

We shall be entitled to any fees under these terms of business once you have consented to them, subject to the rights you have to cancel the agreement.

In these Terms of Business references "we" "us" and "our" shall mean Thanks A Million.net Limited as providers of this service. References to "you" and "your" mean you as the Trustee(s) of the Scheme who will be the recipient of this service.

1. Our remuneration

- a. We receive our remuneration from fees, which we charge to you for the introduction of pension services to the SSAS administration company. Those fees are set out in the fee menu or may be agreed with you separately from time to time.

Our fees will be deducted from your pension scheme account once your funds are transferred into your pension scheme bank account by the pension administrator. By signing these terms of business, you consent to the pension administrator paying our fees on completion of this transfer as per the fee menu and/or any other fees we have agreed with you in writing from time to time.

- b. Where you instruct us to undertake work for you which does not form part of the services set out in the fee menu, we will charge you for those services once they are completed in our opinion.

We will advise you in advance of those fees. If you do not pay within 14 calendar days we reserve the right to notify the pension administrator who has the power to debit these monies from your pension scheme account.

2. Termination

- a. Subject to the provisions set out in 1.a & b we or you may terminate this agreement at anytime, on giving 30 calendar days notice to the other party in writing.
- b. You will remain liable for payment of any fees agreed to, irrespective of whether you have terminated our services in accordance with 1. Our remuneration of these terms of business.

- c. Termination of the agreement is therefore without prejudice to the completion of any services initiated prior to receipt of such notice.

- d. Notice of termination by you must be given in writing to our address at: Pembroke House, 28-32 Upper Pembroke Street, Dublin 2. The agreement will terminate 30 days upon our receipt of such notice. Proof of posting will not constitute proof of delivery.

- e. Notice of termination by us must be given in writing to you and we will send such notice by post to your last known address.

- f. Where you have a loan in force from the pension scheme, you may not terminate the agreement before the loan has been paid in full in accordance with HMRC requirements but we can terminate the agreement subject to giving 30 calendar days notice at any time.

- g. Notwithstanding item F, these terms of business have no maximum or minimum period during which they must remain applicable.

3. Communicating

- a. You may communicate with us by writing, phoning or sending an email to us, there is no additional charge.
- b. We will communicate with you by writing, phoning or sending an email, at our discretion and unless we hear from you to the contrary we may telephone you from time to time in normal business hours without your further prior consent.
- c. All postal correspondence will be sent to you via the An Post. We will not be responsible for loss of any correspondence that may arise from any error or failure of the postal system. First class mail will normally be used, save for documents of title.

4. Legal documents

We do not provide custodian services and therefore do not hold title on your behalf, save for taking copies of those documents to allow us to provide services to you. We will return those documents to you by An Post recorded delivery; we cannot be responsible for the loss of legal documents, if An Post fails to deliver those documents.

5. Your money and investments

We do not handle client money under any circumstances. We are not co-owner or a signatory to any investments of any nature, including but not limited to loans, borrowings, stock and share purchases/sales, securities, financial futures and options, certificates of deposit, currency, metals, land and property of any nature.

We do not provide financial and/or investment advice. You are recommended to speak with a person who is regulated to give you that advice.

6. Law

The law governing this agreement is the law of the Republic of Ireland.

7. Instructions

We normally require our clients to give us instructions in writing, to avoid possible disputes, but we shall be entitled, at our sole discretion, to act upon your oral instructions.

8. Variation of the agreement

We may vary the terms of this agreement by writing to you at your last known address giving 30 calendar days notice to those changes. Proof of delivery to this address will constitute proof of notice being served. These terms of business represent our understanding of the law and our terms of business as at 1 June 2012; they are valid from that date

9. Data Protection Act 1998 and Data Protection (Amendment) Act 2003

- We will treat all your personal information as private and confidential (even when you are no longer a customer), except where disclosure is made at your request or with your consent or where we are required by law to disclose. We will hold your details for a minimum of 6 years.
- We will use your information for the purposes of the services you employ us to undertake from time to time and to allow us provide you with consultancy and documentation services you have asked us to provide to you.
- We will not provide your information to any other third party without your written consent to do so, except as required by law.
- Where necessary you consent to our processing data that is defined as sensitive by the Data Protection Act. You also consent to our transferring your information to countries that do not provide the same level of data protection as Ireland, if necessary for the above purposes. In order to provide certain online services to you, we may transfer your data to countries or territories outside of the EEA (European Economic Area) that may not provide the same level of protection as within the EEA. We, our agents and sub-contractors will apply appropriate technical and organisational measures against the unauthorised processing of personal data and against accidental loss of, or damage to personal data. By providing your data you agree to your data being used and transferred as stated above.
- For marketing purposes we will never share with other companies the information you provide to us.
- We are registered with the Information Commissioners Office Ireland as a Data Controller.

10. Contracts (Rights of Third Parties) Act 1999

Save in respect of death or personal injury, you will look only to us (and not to any individual engaged or employed by us including but without limitation to any directors or consultants or contractors) for redress if you consider that there has been any breach of these terms of business or any variation thereof which you agree should be confirmed in writing, or in relation to any cause of action arising out of any service that we provide to you. You also agree not to pursue any claims in contract, tort or for breach of statutory duty (including but not limited to negligence) against any individuals working for us in carrying out our obligation under these terms of business or in relation to any service we provide to you at any time, whether the individual is named expressly in any correspondence we send to you or not.

11. Scope of our services

We provide marketing and promotional services in respect of Small Self Administered Pension Schemes (SSAS) registered in the United Kingdom on behalf of a registered pension scheme administrator.

In acting as promoter of those services in Ireland, those services do not include any financial promotions as set out by European Communities (Markets in Financial Instruments) Regulations 2007 ('MiFID Regulations') and/or "investment business services" and/or "investment advice" as defined in the Investment Intermediaries Act, 1995, as amended ('IIA')

"investment advice" means the giving, or offering or agreeing to give, to any person, advice on the purchasing, selling, subscribing for or underwriting of an investment instrument or on the making of a deposit or on the exercising of any right conferred by an investment instrument to acquire, dispose of, underwrite or convert an investment instrument or deposit or the giving, or offering or agreeing to give, to any person, advice on choice of a person providing investment business services. We also do not engage in activities involving an investment instrument.

We do not give advice on the suitability or otherwise of transferring pensions held in Ireland. You are recommended to speak to a Financial Advisor who is authorised to give such advice prior to making any pension transfers.

By signing this agreement you confirm that you have read the terms of business and agree to be bound by these terms of business.

Signed

Michael McGraw

Name

Michael McGraw

Date

29.05.13

Signed

Name

Date

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Republic of Ireland

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