

TERMS OF ENGAGEMENT FOR UNREGULATED ACTIVITIES

These Terms of Business effective from 24th March 2026 and set out the general terms under which we will provide unregulated business services and products to you that are outside the activities regulated by the Central Bank of Ireland and the respective duties and responsibilities of both us 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 them. If any material changes are made to these terms, we will notify you.

ABOUT US

Fermat Point Limited trading as Fairstone is a partner firm of the Fairstone Ireland Group and is a subsidiary of the Fairstone Group UK.

OUR SERVICES

Our principal business is to provide wealth management, estate and tax planning advice and consultancy services to our clients in relation to their financial goals.

We recommend courses of action that, in our professional opinion, are best suited to your needs and objectives.

As part of the process when giving our clients advice we will need to gather information with regards your circumstances, if this information is not provided, we will not be able to determine whether specific strategies are appropriate for you.

We reserve the right to refer you to external specialist advisors (Solicitors, Accountants, Tax Advisors) including to firms within the wider Fairstone Ireland Group in the event that we believe you would benefit from their advice or service, All such referrals and sharing of any information will be subject to your written consent in advance, in accordance with applicable Data Protection Law.

DISCLOSURE OF INFORMATION

You are under a duty to answer all reasonable questions posed by ourselves honestly and with reasonable care. Any failure to disclose material information may affect the advice we provide to you and render us unable to provide services. You must inform and disclose any material information including any material changes that may take place while engaging us as your wealth management consultants.

REMUNERATION

We are remunerated by way of commissions and/or fees, as detailed in our fee schedule below.

If you need further explanation on this information, please do not hesitate to contact us.

FEES FOR UNREGULATED ACTIVITIES

Our Financial Planning and Wealth Management fees for activities not regulated by the Central Bank of Ireland are set out in a letter of engagement and reflect the complexity, value of specialist skills or urgency of the matter. Indicative fees are in the range of €2,500 to €10,000 plus VAT. A fee proposal will be provided in the letter of engagement.

Financial planning fees may be offset at our absolute discretion by commissions received when implementing our recommendations.

INVESTMENT INTERMEDIATION FEES

Implementation Investment Intermediation Fees will be charged on a scale up to 1%.

We will keep your portfolio under review to afford you the best chances of meeting your requirements. We will provide you with a summary valuation at least every twelve months. On an annual basis, we will offer you the opportunity to confirm if there have been any changes in your objectives and recommend any changes to your portfolio as necessary. Ongoing remuneration will be paid to us on the basis of all cash and investments that are being used to satisfy your requirements as valued by the third-party custodian in accordance with their term of business. Our ongoing fees comprise our Portfolio Monitoring and Reporting Fees. Our Portfolio Monitoring and Reporting Fee is 0.5% of your assets.

Where applicable we charge an Investment Advisory Fee.

Our ongoing Investment Advisory Fees are up to 1%.

Ongoing charges will be deducted from your account on a monthly basis.

REGULAR REVIEWS

It is in your best interests that you review, on a regular basis, the advice which we have provided you. As your circumstances change, your needs will change. Please advise us of those changes and request a review of your circumstance so that we can ensure that you are provided with up-to-date advice which is suitable for your needs

CONFLICTS OF INTEREST

Where an unavoidable conflict of interest arises, we will advise you of this in writing before providing you with any service.

DEFAULTS ON PAYMENTS BY CLIENTS

Fermat Point Limited trading as Fairstone will exercise its legal rights to receive payments due to it from clients (fees) for services provided.

CLIENT MONIES & RECEIPTS

We request that all cheques or negotiable instruments for the payment of fees are made payable to Fermat Point Limited. We shall issue a receipt for each payment received, these receipts are issued with your protection in mind and should be stored safely. We are not in a position to accept cash for the payment of fees.

COMPLAINTS

We have a complaints procedure in place which is available on request. Your complaint can be in writing, email, telephone, or face to face. If your complaint is face to face or by phone, we will write to you to confirm our understanding of your complaint. We will acknowledge your complaint within 5 business days, advising you of the name of the person dealing with your complaint on behalf of the company. All complaints should be sent for the attention of the Fairstone Customer Experience Team, Fairstone, 2nd Floor, Maple House, Lower Kilmacud Road, Stillorgan, Co Dublin. Their e-mail is complaints@fairstone.ie

If in the event a complainant is dissatisfied with the outcome of our investigation, you may be entitled to refer the matter to an alternative dispute resolution service,

DATA PROTECTION

We comply with the requirements of the Data Protection Acts 1988-2018. Fermat Point Limited trading as Fairstone is committed to protecting and respecting your privacy. Our Data Privacy Notice will be provided to you at the time of data collection. We may use third party providers for onboarding of clients, these companies will also be regulated and adhere to the General Data Protection Regulations.

GOVERNING LAW AND BUSINESS SUCCESSION

These Terms of Business shall be governed by and construed in all respects according to the laws of the Republic of Ireland and will be deemed to cover any successors in business to Fermat Point Limited trading as Fairstone.