



Eolas
Money

Improving your
Financial Wellbeing

Terms of Business

These Terms of Business sets out the basis on which *Eolas Money Management Limited, T/a Eolas Money*, will provide its services to you as a client of the firm. These terms of business are valid from May 2021. 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 from the commencement of our relationship with you we will notify you.

Our Company details

Eolas Money Management Limited, T/A Eolas Money, is registered in Ireland, registration number 478055. Our registered address is: Ard Gaoithe Commercial Centre, Ard Gaoithe Business Park, Clonmel, Co. Tipperary. Our Central Bank authorisation number is 56223.

Our Authorisation

Eolas Money Management Limited T/A Eolas Money. C56223, is regulated by the Central Bank of Ireland as an Investment Intermediary authorised under the Investment Intermediaries Act, 1995, as an Insurance Intermediary registered under the European Union (Insurance Distribution) Regulations, 2018, as a Mortgage Intermediary under the Consumer Credit Act 1995 and as a Mortgage Credit Intermediary under the European Union (Consumer Mortgage Credit Agreements) Regulations 2016 and as a Debt Management Firm under Part V of the Central Bank Act 1997 (as amended by the Central Bank (Supervision and Enforcement Act, 2013). Copies of our regulatory authorisations are available on request. The Central Bank of Ireland also holds registers of regulated firm's so you can verify our regulatory status by phoning them on 1890 777 777, or by visiting their website at www.centralbank.ie.

Codes of Conduct

Eolas Money Management Limited, T/A Eolas Money, is subject to the Consumer Protection Code, the Authorisation Requirements and Standards for Debt Management Firms, the Minimum Competency Code and Fitness & Probity Standards, all of which offer protection to consumers. These codes can be found on the Central Bank's website www.centralbank.ie.

Our Services

Eolas Money Management Limited, T/A Eolas Money, offers financial advice to employers and individuals. Our employees are bound to act in your best interests and to help you with your financial requirements. Our services include, but are not limited to:

- Income Advice
- Banking, Budgeting & Money Management Advice
- Savings & Investments Advice
- Protection Advice
- Debt Management Advice
- Loans, Borrowings and Mortgage Advice
- Retirement Planning Advice
- General Financial Wellbeing Advice including advice on any or all of the above

Eolas Money Management Ltd. T/A Eolas Money is a member of Brokers Ireland. Part of our business is to provide financial advice and arrange transactions on behalf of our clients in relation to life & pensions and mortgages. A full list of insurers, product producers, lending agencies and other financial institutions with which we deal is available on request.

Eolas Money acts as a **Broker** which means that:

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

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 be reasonably 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.

Life, Pensions, Savings and Investments

Eolas Money provides life assurance, savings and investments and pensions 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.

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 PHI and serious illness policies.

Specifically on the subject of permanent health insurance policies, it is our policy to 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.

Mortgages

Through the lenders or other undertakings with whom we hold an agency, *Eolas Money* can provide advice on and arrange mortgage products from the following range: fixed-rate loans, variable rate mortgages, capital & interest mortgages, interest only mortgages, endowment mortgages, pension mortgages and residential investment property.

Eolas Money provides mortgage advice on a fair and personal analysis basis (providing services on the basis of a sufficiently large number of contracts and product producers available on the market to enable the firm to make a recommendation, in accordance with professional criteria, regarding which contract would be adequate to meet your needs).

We will need to collect sufficient information from you before we can offer any advice on housing loans. This is due to the fact that a key issue in relation to mortgage advice is affordability. Such information should be produced promptly upon our request.

Insurance Based Investment Products

Eolas Money are remunerated by commission for the advice we provide on our Insurance based investment products and by commission for our investment intermediary services.

Statement of Charges:

Eolas Money provides professional financial advice, with our expertise gained through significant investment in education and through experience. In some cases, our advice does not necessitate the implementation of any new financial products, in which case paying by fee is the only option. In general however, *Eolas Money* are remunerated in four different ways:

1. Hourly Fees:

For Life, Pensions (including PRSA's), Savings & Investments advice, we charge a fee based on our hourly rate, which is: **€175 + VAT** per hour or part thereof,

2. Initial and ongoing Monthly Retainer Fees:

Payable by clients by monthly standing order for initial financial advice and plan and ongoing financial advice.

	<i>Single</i>	<i>Married / Partnered</i>
Years 1 and 2	€60 per month	€75 per month
Year 3 on	€40 per month	€50 per month

3. Product Arrangement Fees or Commission:

Where a product or products are required, we can offer you the option to pay us in full for this service by means of a fee, or we can be paid by means of a commission payment received from the product providers.

This fee will be dictated by the amount of work and time involved on our part in the arrangement of the product for you, using our hourly rate of €175. Although most clients are happy for us to be remunerated directly by the insurance company for these products by means of commission, should you wish to pay for this product instead by means of a fee we will agree any such in advance with you.

In relation to the following products, please note the arrangement and advice fees that apply are as follows:

Last Minute AVC's Per Product **€525**
(50% payable at in advance for computation, balance at application stage)

4. Management fees for funds under administration:

Paid by investment managers/product providers but deducted from your investment funds,

Commissions

As outlined above, the remuneration we receive varies depending on the type of product we arrange on behalf of our clients and the provider with whom the business is placed. In all cases we will advise you in advance of the arrangement of the product as to the commission payable to us for the product. Where we receive recurring commissions from the product providers, this will also be disclosed to you at the outset and may form part of the remuneration for the ongoing advice and reviews provided. As already outlined, where we receive a commission from a product provider, this can be offset against the fee which we will charge you for the arrangement of the product.

Mortgages

We may receive up to 1% (or whatever maximum is applicable) of the loan amount for arranging mortgage finance by means of commission. This commission is paid by the mortgage lender. The actual amount of commission will be disclosed at a later stage in the ESIS (European Standardised Information Sheet) which will be forwarded to you by the lender. Information on the variation in levels of commission payable by the different creditors providing credit agreements being offered are available on request. We also reserve the right to charge a non-refundable mortgage application fee of €525 plus VAT, payable at initial application stage. This is not in any way an indication of mortgage/loan approval. Our fee will be notified to the lender who will include this fee into the calculation of the APRC (Annual Percentage Rate Charge). Please note that lenders may charge specific fees in certain circumstances and if this applies, these fees will be specified in your Loan Offer. You have the right to pay a fee separately and not include it in the loan. Typically, this situation arises in relation to specialist lending.

Ongoing Suitability: Investments

Ongoing suitability assessments form part of the service to clients. On a periodic basis the firm will issue a client report outlining changes in the services or instruments involved and/or the circumstances of the client.

Insurance Based Investment Products

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

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. You should advise us of those changes and request a review of the relevant policy 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.

Disclosure of Information

Any failure to disclose material information may invalidate your claim and render your policy void.

Confidentiality

All information furnished by you to *Eolas Money Management Ltd* will be treated in strictest confidence. Only with your consent is it disclosed to other organisations with whom the company is negotiating on your behalf.

Debt Management

What you should know about Debt Management services

This document provides you with key information about debt management services. It is not marketing material. The information is required by law to help you understand the nature of this service and the risks of using the service. You are advised to read it so that you can take an informed decision about whether debt management services are suitable for your personal circumstances.

We will charge for our services but there are sources of free debt advice and services

The Money Advice and Budgeting Service (MABS) offer free advice for people in debt, or in danger of getting into debt, in Ireland.

MABS can be contacted at its helpline (076 1072000) which operates Monday to Friday from 9am to 8pm or via email at helpline@MABS.IE

MABS has over 60 offices nationwide. For details of your nearest office, visit the Contact MABS area of its website at www.mabs.ie.

We cannot make payments to your creditors on your behalf

We are not authorised to hold your funds or make payments on your behalf. If an arrangement is agreed with your creditors, it will be your responsibility to make

the revised payments to the creditors.

You will know the total cost to you of any fees and charges associated with the service

Our fees and charges for debt management will be applied as follows:

- Initial Consultation **€350 + VAT**
- Hourly rate **€175 + VAT**

Fees will be based on the quantity of work involved and the time we anticipate this work taking. Depending on circumstances, this fee may be paid in installments. These fees will be outlined and agreed with consumers and provided to them in writing prior to progressing to a letter of engagement.

Eolas Money will go through a full financial assessment process with you which will cover all the options for dealing with your debt

The company will use a standard financial statement to obtain financial information from you.

You must ensure that all information about your personal and financial circumstances which you will supply as part of the financial assessment is accurate. We will consider a full range of debt management options available to you the customer.

You will receive a Statement of Advice

This statement of advice will provide you with details of a proposed course of action for you and explain why this proposed course of action is suitable and affordable to you. How the proposed options work as well as any actual or potential consequences of the proposed course of action will be explained in the statement of advice.

Other information you should be aware of

You may be responsible for undertaking the actions proposed and you may engage a third party to assist you.

Creditors are not obliged to accept reduced payments or freeze interest or charges;

Your Creditor's collection activities may continue even though you have engaged a debt management firm.

If you cancel payments to your creditors, you will be in breach of your credit agreement with them and your account(s) will go into arrears or further in to arrears;

If you reduce your payments it may mean it takes longer to pay off your creditors and you may pay more than if you paid over a shorter term.

If you undertake a proposed course of action it may affect your credit rating, which may limit your ability to access credit in the future.

If you are a property owner, as part of any arrangement, you may be required to sell or re-mortgage your property to pay off some or all of your debts. Your ability to do so may be restricted and a mortgage may only be offered at a higher interest rate.

If you are a property owner, failure to make the negotiated payments to creditors

could result in you losing your home.

If you want to stop using our services at any stage you may do so.

If you wish to stop using our services, you can notify the firm that this is the case.

If you stop using our services, any outstanding charges will be payable.

If any fees have been paid towards the services which have not been acted on, these will be reimbursed. This will not include the initial consultation fee which is non-refundable.

If you are not happy with the service you receive, you have the right to complain. This will be handled in accordance with the firm's complaints procedure. If your complaint is not resolved to your satisfaction, you have the right to refer your complaint to:

The Financial Services Ombudsman Bureau,
3rd Floor, Lincoln House,
Lincoln Place,
Dublin2.

Phone: 1890 882090 or 01 662 0899

WARNING:

YOU MAY STILL HAVE DEBT OUTSTANDING AFTER COMPLETING THE DEBT MANAGEMENT PROCESS.

Conflicts of interest

It is the policy of our firm to avoid conflicts of interest In providing services to you. However, where an unavoidable conflict of interest arises, we will advise you of this in writing before providing you with any service. A full copy of our conflicts of interest policy is available on request. Furthermore, we review our Conflicts of Interest policy on an annual basis to identify any deficiencies and we will make changes to the policy as required.

Such conflicts might arise where *Eolas Money* or one of its employees:

- Is in receipt of commission/intermediary remuneration from a provider which business is placed with.
- Is likely to make a financial gain, or avoid a financial loss, at the expense of the client.
- Receives or will receive from a person other than the client an inducement in relation to a service provided to the client, in the form of monies, goods or services, other than the standard commission or fee for that service.

The concern would be that such relationships would allow a reasonable person to question whether the parties can act at all times at arm's length with each other and whether their commercial or personal interests could be conflicted.

The firm mitigates these risks by:

- A Terms of Business is provided to clients providing an overview of the firm's services and remuneration policy.
- Completing a Full Fact Find with clients.
- A detailed statement of suitability will be issued to the client on the product/service recommended. The firm ensures that products sold are suitable to client's needs, circumstances, financial situation, risk and are not commission driven.
- Use of the research guidelines and checklist completed and retained on file.
- Review carried out to determine the ongoing suitability of products for clients (if applicable)
- Where an unavoidable conflict of interest arises, the conflict of interest will be disclosed to the client, and client must acknowledge in writing that they are happy to proceed.

Where an unavoidable conflict of interest arises, we will disclose the general nature and/or source of the conflicts of interest to you and advise you of the procedures to be followed in order to manage any such conflict before providing you with any service. In such cases, the consumer must acknowledge, on paper or on another durable medium, that he/she/they is aware of the conflict of interest and still wants to proceed.

On occasion, *Eolas Money* and its employees attend professional development seminars which are hosted or sponsored by product providers. In order to avoid any potential conflicts of interest in this regard, it is our policy to attend seminars offered by different providers throughout the year rather than limit such attendance to those offered by one provider.

Separately, *Eolas Money* restricts the value of any gifts, entertainment or minor hospitality to ensure that no conflicts of interest might arise on the basis of an inducement. The limit of any such gift in any given year would amount to the value of overnight accommodation and/or an evening meal.

Vulnerable Client Policy

Eolas Money considers a Vulnerable Person as an adult who may be restricted in capacity to guard himself / herself against harm or exploitation or to report such harm or exploitation. Restriction of capacity may arise as a result of physical or intellectual impairment. Vulnerability to abuse is influenced by both context and individual circumstances. We recognise that all individuals, no matter how vulnerable, have a fundamental right to control and manage their affairs. *Eolas Money* recognises its obligation to understand the risk factors involved, and to ensure that the advice they are giving is in the best interest of the client, taking into account all of the relevant circumstances by informing themselves about what these relevant circumstances are via the completion of a detailed fact find and needs assessment.

We understand that in some cases, even though a person may have the capacity to contract, the quality of the consent may not be free and voluntary in the fullest sense because of the influence of others. In other cases, a person may simply

take advantage of an older person, which may amount to what is considered in law as “unconscionable conduct”. We also recognise that although there is a presumption that a person who has reached the age of 18 years has capacity to make decisions, it is important that we do not also assume that, because of vulnerability or age, a person lacks capacity. Where questions arise as to the ability of a person to make decisions, we will carry out an assessment of their capacity sensitively, by taking more time to ensure that we obtain all of the necessary information to make the assessment and furthermore separately taking time to ensure that the client understands the issues.

We will ensure that any transaction that a vulnerable/older client is entering into is in that client’s best interest. This includes advising the client that they have an obligation to make provision for themselves, including their own future care needs.

Eolas Money will not take indirect instructions on behalf of an older client, but instead will arrange to take instructions personally and without any other members of the family or other persons being present to ensure the client is acting freely, to confirm the client’s wishes and to avoid undue influence by family members or other persons.

In assessing whether or not a client is vulnerable, *Eolas Money* will:

- Assess if the client has any clear infirmity such as sight or hearing impairment,
- Assess if the client is an existing client,
- Allow the client the opportunity to have someone else attend all meetings and/or review all correspondence before any actions are taken or advice offered,
- Assess if the client has previous experience of financial products and transactions, particularly those bearing risk,
- If the client is seeking advice for the first time, endeavour to ensure that the urgency is not being dictated by a family member.

Default on payments by clients

Our firm will exercise its legal rights to receive payments due to it from clients (fees and insurance premiums) for 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.

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. We would refer you to policy documents or product terms for the details of such provisions.

Mortgage lenders may seek early repayment of a loan and interest if you default on your repayments. Your home is at risk if you do not maintain your agreed repayments.

Complaints

While we are happy to receive verbal complaints, it would be preferable that you make any complaint against our firm, relating to services provided by us, in writing. We will acknowledge your complaint within 5 business 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 business 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 our response to your complaint, you are entitled to refer the matter to the Financial Services & Pensions Ombudsman (FSPO). A full copy of our complaints procedure is available on request. All complaints should be addressed to:

The Managing Director,
Eolas Money Management Limited,
Ard Gaoithe Commercial Centre,
Cashel Road,
Clonmel,
Co. Tipperary.

Specifically in relation to complaints about how we treat your data, *Eolas Money's* GDPR Owner is Jim Stapleton, who can be contacted at jim@eolasmoney.ie. Any queries or complaints from the data subject(s) will be sent directly to the GDPR owner.

Eolas Money clearly provides data subject(s) with its Privacy Notice by publishing it on its website, www.eolasmoney.ie,

Data subject(s) may submit a claim regarding the following:

- How their personal data has been processed
- How their request for access to data has been handled
- How their complaint has been handled
- Appeal against any decision made following a complaint.

Data subject(s) lodging a complaint with *Eolas Money's* GDPR Owner may do so by means of an email direct to the GDPR Owner as published (at this location) here. Data subject(s) may also lodge a complaint in writing. Complaints received by telephone will not be accepted and will need to be in writing. Appeals on the handling of complaints are to be resolved within the timeframe set out above.

Eolas Money will also inform the data subject(s) of their right to complain directly to the supervisory authority (Office of the Data Protection Commissioner). In doing so, *Eolas Money* provides the data subject(s) with the contact details of the supervisory authority (Currently Office of the Data Protection Commissioner. Canal House, Station Road, Portarlington, Co. Laois, R32 AP23) and informs them of their right to seek judicial remedy.

Compensation Scheme

We are members of the Investor Compensation Scheme operated by the Investor Compensation Company Ltd. See below for details.

Investor Compensation Scheme

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 or investment instruments owed or 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 reasonably 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; and
- If it transpires that the firm is not in a position to return client money or investment instruments owned or belonging to the clients of the firm; and
- To the extent that the client's loss is recognised for the purposes of the Act.
- Where an entitlement to compensation is established, the compensation payable will be the lesser of:
 - 90% of the amount 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) 224 4955.

Brokers Ireland Compensation Fund

We are also members of the Brokers Ireland Compensation Fund. 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 firm 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.

Acceptance or rejection of advice

You may accept or reject completely or in part any recommendation from *Eolas Money Management Ltd.* and you have the sole authority with regard to the implementation, acceptance or rejection of any guidance or advice from *Eolas Money Management Ltd.*

Data Protection

Rationale

Eolas Money is subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. We must comply with the Data Protection principles set out in the relevant legislation. This Policy applies to all Personal Data collected, processed and stored by *Eolas Money*] in relation to its staff, service providers and clients in the course of its activities. *Eolas Money*] makes no distinction between the rights of Data Subjects who are employees, and those who are not. All are treated equally under this Policy.

Scope

The policy covers both personal and sensitive personal data held in relation to data subjects by *Eolas Money*. The policy applies equally to personal data held in manual and automated form.

- All Personal and Sensitive Personal Data will be treated with equal care by *Eolas Money*. Both categories will be equally referred-to as Personal Data in this policy, unless specifically stated otherwise.
- This policy should be read in conjunction with the associated Subject Access Request procedure, the Data Retention Policy, the Data Retention Periods List and the Data Breach Notification procedure.

Eolas Money as a Data Controller

In the course of its daily organisational activities, *Eolas Money* acquires, processes and stores personal data in relation to:

- Employees of *Eolas Money*
- Customers of *Eolas Money*
- Third party service providers engaged by *Eolas Money*
- (expand list as appropriate)

In accordance with the Irish Data Protection legislation, this data must be acquired and managed fairly. Not all staff members will be expected to be experts in Data Protection legislation. However, *Eolas Money* is committed to ensuring that its staff have sufficient awareness of the legislation in order to be able to anticipate and identify a Data Protection issue, should one arise. In such circumstances, staff must ensure that the Data Protection Officer is informed, and in order that appropriate corrective action is taken.

- Due to the nature of the services provided by *Eolas Money*, there is regular and active exchange of personal data between *Eolas Money* and its Data Subjects. In addition, *Eolas Money* exchanges personal data with Data Processors on the Data Subjects' behalf.
- This is consistent with *Eolas Money's* obligations under the terms of its contract with its Data Processors.
- This policy provides the guidelines for this exchange of information, as well as the procedure to follow in the event that an *Eolas Money* staff member is unsure whether such data can be disclosed.
- In general terms, the staff member should consult with the Data Protection Officer to seek clarification.

Subject Access Requests

Any formal, written request by a Data Subject for a copy of their personal data (a Subject Access Request) will be referred, as soon as possible, to the Data Protection Officer, and will be processed as soon as possible. It is intended that by complying with these guidelines, *Eolas Money* will adhere to best practice regarding the applicable Data Protection legislation.

Third-Party processors

In the course of its role as Data Controller, *Eolas Money* engages a number of Data Processors to process Personal Data on its behalf. In each case, a formal, written contract is in place with the Processor, outlining their obligations in relation to the Personal Data, the specific purpose or purposes for which they are engaged, and the understanding that they will process the data in compliance with the Irish Data Protection legislation.

These Data Processors include:

- Applied Wealthtrack,
- Voyant
- All Financial Institutions with whom we hold agency agreements (current list available on request)

The GDPR Is Underpinned by Six Important Principles Requiring That Personal Data Be:

- Processed lawfully, fairly and in a transparent manner;
- Collected for specified, explicit and legitimate purpose;
- Adequate, relevant and limited to what is necessary;
- Accurate and where necessary, kept up to date;
- Retained only for as long as necessary;
- Processed in an appropriate manner to maintain security.

The Board of Directors of *Eolas Money*, located at Ard Gaoithe Commercial Centre, Cashel Road, Clonmel, are committed to compliance with all relevant EU and Member State laws in respect of personal data, and the protection of the “rights and freedoms” of individuals whose information *Eolas Money* collects and processes in accordance with the General Data Protection Regulation.

The GDPR and this policy are applicable to all *Eolas Money* personal data processing functions, including those performed on customers’, clients’, employees’, suppliers’ and partners’ personal data, and any other personal data the organisation processes from any source.

The GDPR Owner is responsible for reviewing the register of data processing annually, in light of any changes to *Eolas Money* activities (as determined by changes to the data inventory register and the management review) and to any additional requirements identified by means of data protection impact assessments (DPIA’s).

Partners and any third parties working with or for *Eolas Money* and who have or may have access to personal data, will be expected to have read, understood and to comply with this policy.

No third party may access personal data held by *Eolas Money* without having first entered into a data confidentiality agreement (Reference completion of Data Processing Checklist), which imposes obligations on the third party no less onerous than those to which *Eolas Money* is committed, and which gives *Eolas Money* the right to audit compliance with the agreement.

The Data Protection Principles

The following key principles are enshrined in the Irish legislation and are fundamental to *Eolas Money's* Data Protection policy.

In its capacity as Data Controller, *Eolas Money* ensures that all data shall:

1. ... be processed fairly and lawfully and in a transparent manner.

For data to be obtained fairly, the data subject will, at the time the data are being collected, be made aware of:

- The identity of the Data Controller, *Eolas Money*,
- The purpose(s) for which the data is being collected
- The person(s) to whom the data may be disclosed by the Data Controller
- Any other information that is necessary so that the processing may be fair.
- *Eolas Money* will meet this obligation in the following way.
- Where possible, the informed consent of the Data Subject will be sought before their data is processed;
- Where it is not possible to seek consent, *Eolas Money* will ensure that collection of the data is justified under one of the other lawful processing conditions – legal obligation, contractual necessity, etc.;
- Processing of the personal data will be carried out only as part of *Eolas Money's* lawful activities, and *Eolas Money* will safeguard the rights and freedoms of the Data Subject;
- The Data Subject's data will not be disclosed to a third party other than to a party contracted to *Eolas Money* and operating on its behalf.

2. be obtained only for specific, explicit and legitimate purposes.

Eolas Money will obtain data for purposes which are specific, lawful and clearly stated. A Data Subject will have the right to question the purpose(s) for which *Eolas Money* holds their data, and *Eolas Money* will be able to clearly state that purpose or purposes.

3. ... be adequate, relevant, and limited to what is necessary.

Any use of the data by *Eolas Money* will be compatible with the purposes for which the data was acquired.

4. ... be kept accurate, complete and up-to-date with every effort taken to erase or rectify without delay.

- Data that is stored by the data controller must be reviewed and updated as necessary. No data should be kept unless it is reasonable to assume that it is accurate.
- The GDPR Owner is responsible for ensuring that all staff are trained in the importance of collecting accurate data and maintaining it.
- It is also the responsibility of the data subject to ensure that data held by *Eolas Money* is accurate and up to date. Completion of a registration or application form by a data subject will include a statement that the data contained therein is accurate at the date of submission.
- The GDPR Owner is responsible for ensuring that appropriate procedures and policies are in place to keep personal data accurate and up to date taking into account, the volume of data collected, the speed with which it might change and any other relevant factors.
- On at least an annual basis, the GDPR Owner will review the retention dates of all the personal data processed by *Eolas Money*, by reference to the data inventory, and will identify any data that is no longer required in the context of the registered purpose.

5. ... be kept in a form such that the data subject can only be identified for as long as is necessary for processing.

- Where personal data is retained beyond the processing date, it will be minimised, encrypted/pseudonymised, in order, to protect the identity of the data subject, in the event of a data breach.
- Personal data will be retained in line with the Retention of Records Procedure and, once its retention date has passed, it must be securely destroyed, as set out in this procedure.
- The GDPR Owner must specifically approve any data retention that exceeds the retention periods defined in the Retention of Records Procedure, and must ensure that the justification is clearly identified, and in line with the requirements of the data protection legislation. This approval must be in written format.

6. ... be processed in an appropriate manner as to maintain security.

In determining appropriateness, the GDPR Owner, should also consider the extent of possible damage or loss that might be caused to individuals (e.g. staff or customers) if a security breach occurs, the effect of any security breach on *Eolas Money* itself, and any likely reputational damage, including the possible loss of customer trust.

When assessing appropriate technical measures, the GDPR Owner will consider the following:

- Password protection;
- Automatic locking of idle terminals;
- Removal of access rights for USB and other memory media;

- Virus checking software and firewalls;
- Role-based access rights including those assigned to temporary staff;
- Encryption of devices that leave the organisations premises such as laptops;
- Security of local and wide area networks;
- Privacy enhancing technologies such as pseudonymisation and anonymisation;
- Identifying appropriate international security standards relevant to *Eolas Money*

When assessing appropriate organisational measures, the GDPR Owner will consider the following:

- The appropriate training levels throughout *Eolas Money*;
- Measures that consider the reliability of employees (such as references etc.);
- The inclusion of data protection in employment contracts;
- Identification of disciplinary action measures for data breaches;
- Monitoring of staff for compliance with relevant security standards;
- Physical access controls to electronic and paper-based records;
- Adoption of a clear desk policy;
- Storing of paper-based data in lockable fire-proof cabinets;
- Restricting the use of portable electronic devices outside of the workplace;
- Restricting the use of employees own personal devices being used in the workplace;
- Adopting clear rules about passwords;
- Making regular backups of personal data and storing the media off-site;
- The imposition of contractual obligations on the importing organisations, to take appropriate security measures when transferring data outside the EEA.

These controls have been selected, based on identified risks to personal data, and the potential for damage or distress to individuals whose data is being processed.

Data Subjects' Rights

Data subjects have the following rights regarding data processing, and the data that is recorded about them:

- To make subject access requests regarding the nature of information held and to whom it has been disclosed;
- To prevent processing likely to cause damage or distress;
- To prevent processing for purposes of direct marketing;
- To be informed about the mechanics of automated decision-making process that will significantly affect them;
- To not have significant decisions, that will affect them, taken solely by automated process;
- To sue for compensation if they suffer damage by any contravention of the GDPR;
- To act to rectify, block, erase, including the right to be forgotten, or destroy inaccurate data;

- To request the Supervisory Authority to assess whether any provision of the GDPR has been contravened;
- To have personal data provided to them in a structured, commonly used and machine-readable format, and the right to have that data transmitted to another controller;
- To object to any automated profiling that is occurring without consent.

Subject Access Requests

All individuals who are the subject of personal data held by *Eolas Money* are entitled to:

- Ask what information the company holds about them and why;
- Ask how to gain access to it;
- Be informed about how to keep it up to date;
- Be informed about how the company is meeting its data protection obligations.

Should an Individual contact the company requesting this information, this is called a Subject Access Request. Subject Access Requests from individuals should be made by email, addressed to the data controller at (email address). The data controller can supply a standard request form, although individuals do not have to use this. The data controller will aim to provide the relevant data within 30 days. The data controller will always verify the identity of anyone making a subject access request before handing over any information.

Consent

Eolas Money understands 'consent' to mean that it has been explicitly and freely given, and a specific, informed and unambiguous indication of the data subject's wishes that, by statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her. The data subject can withdraw their consent at any time.

Eolas Money understands 'consent' to mean that the data subject has been fully informed of the intended processing and has signified their agreement, while in a fit state of mind to do so and without pressure being exerted upon them. Consent obtained under duress or on the grounds of misleading information will not be a valid basis for processing.

There must be some active communication between the parties to demonstrate "active consent". Consent cannot be inferred from non-responsive communications. The controller must be able to demonstrate that consent was obtained for the processing operation.

For sensitive data, explicit consent from data subjects must be obtained unless an alternative legitimate basis for processing exists.

Security of Data

All Employees/Staff are responsible for ensuring that any personal data that *Eolas Money* holds and for which they are responsible, is kept securely and is not, under any conditions, disclosed to any third party unless that third party has been specifically authorised by *Eolas Money* to receive that information and has entered into a confidentiality agreement.

All personal data should be accessible only to those who need to use it, and access may only be granted in line with the Access Control Policy. All personal data should be treated with the highest security and must be kept:

- in a lockable room with controlled access; and/or
- in a locked drawer or filing cabinet; and/or
- if computerised, password protected in line with corporate requirements in the Access Control Policy; and/or
- stored on (removable) computer media which are encrypted in line with Secure Disposal of Storage Media.

Care must be taken to ensure that PC screens and terminals are not visible except to authorised Employees/Staff of *Eolas Money*. All Employees/Staff are required to enter into an Acceptable Usage Agreement before they are given access to organisational information of any sort, which details rules on screen time-outs etc.

Manual records may not be left where they can be accessed by unauthorised personnel and may not be removed from business premises without explicit (written) authorisation. As soon as manual records are no longer required for day-to-day client support, they must be removed from secure archiving in line with your policies.

Personal data may only be deleted or disposed of in-line with the Retention of Records Procedure Manual. Records that have reached their retention date are to be shredded and disposed of as 'confidential waste'. Hard drives of redundant PC's are to be removed and immediately destroyed, as required before disposal.

Processing of personal data 'off-site' presents a potentially greater risk of loss, theft or damage to personal data. Staff must be specifically authorised to process data off-site.

Disclosure of Data

Eolas Money must ensure that personal data is not disclosed to unauthorised third parties which includes family members, friends, government bodies, and in certain circumstances, the Gardaí/Police. All Employees/Staff should exercise caution when asked to disclose personal data held on another individual to a third party. It is important to consider whether disclosure of the information is relevant to, and necessary for, the conduct of *Eolas Money* business.

All requests to provide data for one of these reasons must be supported by appropriate paperwork and all such disclosures, must be, specifically authorised by the GDPR Owner.

Retention and Disposal of Data

- *Eolas Money* shall not keep personal data in a form that permits identification of data subjects for a longer period than is necessary, in relation to the purpose(s) for which the data was originally collected.
- *Eolas Money* may store data for longer periods if the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, subject to the implementation of appropriate technical and organisational measures to safeguard the rights and freedoms of the data subject.
- The retention period for each category of personal data will be set out in the Retention of Records Procedure, along with the criteria used to determine this period, including any statutory obligations *Eolas Money* has, to retain the data.
- *Eolas Money* Data Retention, Data Disposal and Storage Removal Procedures will apply in all cases.
- Personal data must be disposed of securely, in accordance with the sixth principle of the GDPR. Thus, processed in, an appropriate manner, to maintain security, thereby, protecting the “rights and freedoms” of data subjects. Any disposal of data, will be done in accordance with the Secure Disposal Procedure.

Data Transfers

All exports of data from within the Non-European Economic Area (EEA) countries (referred to in the GDPR as ‘third countries’) are unlawful unless there is an appropriate “level of protection for the fundamental rights of the data subjects”. The transfer of personal data outside of the EEA is prohibited unless one or more of the following specified safeguards, or exceptions, apply:

An Adequacy Decision

The European Commission can and does assess third countries, a territory and/or specific sectors within third countries to assess whether there is an appropriate level of protection for the rights and freedoms of natural persons. In these instances, no authorisation is required. Countries that are members of the European Economic Area (EEA) but not of the EU are accepted as having met the conditions for an adequacy decision. A list of countries that currently satisfy the adequacy requirements of the Commission are published in the Official Journal of the European Union. (Please see “Related Documentation” section below).

Assessment of Adequacy by the Data Controller

In Assessing adequacy, the UK based exporting controller, should consider the following factors:

- the nature of the information being transferred;
- the country or territory of origin, and final destination, of the information;
- how the information will be used and for how long;
- the laws and practices of the country of the transferee, including relevant codes of practice and international obligations.

Privacy Shield

If *Eolas Money* wishes to transfer personal data from the EU to an organisation in the United States it should check that the organisation is signed up with the Privacy Shield framework at the U.S. Department of Commerce (DOC). The obligation applying to companies under the Privacy Shield are contained in the “Privacy Principles”. The US DOC is responsible for managing and administering the Privacy Shield and ensuring that companies live up to their commitments. To certify, companies must have a privacy policy in line with the Privacy Principles e.g. use, store and further transfer the personal data according to a strong set of data protection rules and safeguards. The protection given to the personal data applies regardless of whether the personal data is related to an EU resident or not. Organisations must renew their “membership” with the Privacy Shield on an annual basis. If they do not, they can no longer receive and use personal data from the EU under that framework.

Binding Corporate Rules(BCRs)

Eolas Money may adopt, approved binding corporate rules for the transfer of data outside the EU. This requires submission to the relevant supervisory authority for approval of the rules that *Eolas Money* is seeking to rely upon.

Model Contract Clauses

Eolas Money may adopt approved model contract clauses for the transfer of data outside of the EEA. If *Eolas Money* adopts the (model contract clauses approved by the relevant supervisory authority), there is an automatic recognition of adequacy.

Exceptions

In the absence of an Adequacy Decision, Privacy Shield membership, Binding Corporate Rules and Model Contract Clauses, a transfer of personal data to a third country or international organisation shall only take place on one of the following conditions:

- the data subject has explicitly consented to the proposed transfer, after being informed of the possible risks of such transfers, for the data subject, due to the absence of an adequacy decision and appropriate safeguards;
- the transfer is necessary for the performance of a contract between the data subject and the controller, or the implementation of pre-contractual measures taken at the data subject's request;
- the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the data subject, between the controller and another natural or legal person;
- the transfer is necessary for important reasons of public interest;
- the transfer is necessary for the establishment, exercise or defence of legal claims; and/or
- the transfer is necessary to protect the vital interests of the data subject or of other persons, where the data subject is physically or legally incapable of giving consent.

Data flow

Eolas Money has established a data inventory and data flow process as part of its approach to address risks and opportunities throughout its GDPR compliance project namely;

- business processes that use personal data;
- source of personal data;
- volume of data subjects;
- description of each item of personal data;
- processing activity;
- maintains the inventory of data categories of personal data processed;
- documents the purpose(s) for which each category of personal data is used;
- recipients, and potential recipients, of the personal data;
- the role of *Eolas Money* throughout the data flow;
- key systems and repositories;
- any data transfers;
- all retention and disposal requirements.

Eolas Money is aware of all risks associated with the processing of, specific types of personal data.

Eolas Money assesses the level of risk to individuals associated with the processing of their personal data. Data Protection Impact Assessments (DPIAs) are carried out in relation to the processing of personal data by *Eolas Money* and in relation to processing undertaken by other organisations on behalf of *Eolas Money*. *Eolas Money* shall manage any risks identified by the risk assessment, to reduce the likelihood of a non-conformance with this policy.

Where a type of processing, particularly using new technologies and considering the nature, scope, context and purposes of the processing is likely to result in a high risk to the rights and freedoms of natural persons, *Eolas Money* shall, prior to the processing, carry out a Data Protection Impact Assessment (DPIA) of the impact of the envisaged processing operations on the protection of personal data. A single Data Protection Impact Assessment (DPIA) may address a set of similar processing operations that present similar high risks.

Following the result of a Data Protection Impact Assessment (DPIA), it is clear that *Eolas Money* is about to commence processing of personal data that could cause damage and/or distress to the data subjects, the decision as to whether *Eolas Money* may proceed must be escalated for review to the Data Protection Officer/GDPR Owner.

The Data Protection Officer*/GDPR Owner shall, if there are significant concerns, either as to the potential damage or distress, or the quantity of data concerned, escalate the matter to the supervisory authority.

Data Protection Risks

This policy helps to protect *Eolas Money* from potentially, serious data security risks, including:

- Breaches of confidentiality: for instance, information processed inappropriately;
- Reputational damage: for instance, the Company could suffer material or non-material damage if hackers successfully gained access to sensitive data.

General Staff Guidelines

- The only people able to access data covered by this policy should be those who need it for their work;
- Data should not be shared informally. When access to confidential information is required, employees can request it from their line managers;
- *Eolas Money* will provide training to all employees to help them understand their responsibilities when handling data;
- Employees should keep all data secure, by taking sensible precautions and following the guidelines below;
- Strong passwords are mandatory, and they should never be shared;
- Personal data should not be disclosed to unauthorised people, either within the company or externally.
- Data should be regularly reviewed and updated. If it is found to be out of date and/or no longer required, it should be deleted and disposed of appropriately.
- Employees should request help from their line manager or the data protection officer if they are unsure about any aspect of data protection.

Data Storage

These rules describe how and where data should be safely stored. Questions about storing data safely can be directed to the IT manager or Data Controller. When data is stored in paper format, it will be kept in a secure place where unauthorised people cannot see it. These guidelines also apply to data that is usually stored electronically but has been printed out for some reason:

- When not required, the paper or files should be kept in a locked drawer or filing cabinet;
- Employees should make sure paper and printouts are not left where unauthorised people could see them, like on a printer;
- Data printouts should be shredded and disposed of securely when no longer required;
- When data is stored electronically, it must be protected from unauthorised access, accidental deletion and malicious hacking attempts;
- Data should be protected by strong passwords that are changed regularly and never shared between employees;
- If data is stored on removable media (like a CD or DVD), these should be kept locked away securely when not being used;
- Data should only be stored on designated drives and servers and should only be uploaded to an approved cloud computing service.

- Servers containing personal data should be sited in a secure location, away from general office space.
- Data should be backed-up frequently. Those back-ups should be tested regularly, in line with the company's standard backup procedures.
- Data should never be saved directly to laptops or other mobile devices like tablets or smart phones.
- All servers and computers containing data should be protected by approved security software and a firewall.

Data Usage

- Personal data is of no value to *Eolas Money* unless the business can make use of it. However, it is when personal data is accessed and used, that it can be at the greatest risk of loss, corruption or theft. For example:
- When working with personal data, employees should ensure the screens of their computers are always locked when left unattended.
- Personal data should not be shared informally. It should never be sent by email, as this form of communication is not secure.
- Data must be encrypted before being transferred electronically. The IT manager can explain how to send data to authorised external contacts.
- Personal data should never be transferred outside of the European Economic Area (EEA).
- Employees should not save copies of personal data to their own computers. Always access and update the central copy of any data.

Data Accuracy

- The law requires *Eolas Money* to take reasonable steps to ensure data is kept accurately and up to date. The higher the importance, that the personal data is accurate, the greater the effort *Eolas Money* should put into ensuring its accuracy. It is the responsibility of all employees who work with data to take reasonable steps, to ensure it is kept as accurate and up to date as possible.
- Data will be held in as few places as necessary. Staff should not create any unnecessary additional data sets;
- Staff should take every opportunity to ensure data is updated. For instance, by confirming a customer's details when they call;
- *Eolas Money* will make it easy for data subjects to update the information *Eolas Money* holds about them. For instance, via the company website;
- Data should be updated as inaccuracies are discovered. For instance, if a customer can no longer be reached on their stored telephone number, it should be removed from the database.
- It is the marketing manager's responsibility to ensure marketing databases are checked against industry suppression files every six months.

Disclosing Data for Other Reasons

- In certain circumstances, GDPR allows personal data to be disclosed to law enforcement agencies without the consent of the data subject.
- Under these circumstances, *Eolas Money* will disclose requested data. However, the data controller will ensure the request is

legitimate, seeking assistance from the board of directors and from the company's legal advisers, where necessary.

- Providing Information
- *Eolas Money* aims to ensure that individuals are aware that their data is being processed, and that they understand:
- How their data is being used;
- How to exercise their rights.

To this end, the company has a Privacy Statement, setting out how data relating to individuals is used by the company. This is available upon request. A version of this statement is also available on the Company's website.

Roles and Responsibilities

Eolas Money is a (Data Controller under the GDPR. All those in managerial or supervisory roles throughout *Eolas Money* are responsible for developing and encouraging good information handling practices within *Eolas Money*; responsibilities are set out in individual job descriptions. The GDPR Owner is Jim Stapleton.

The job description of the GDPR Owner is a role specified in the GDPR. He is responsible for ensuring that compliance with data protection legislation and good practice can be demonstrated. This accountability includes:

- development and implementation of the GDPR as required by this policy; and
- security and risk management in relation to compliance with the policy.
- The GDPR Owner has specific responsibilities in respect of procedures such as the Subject Access Request Procedure and are the first point of call for Employees/Staff, seeking clarification on any aspect of data protection compliance.
- Compliance with data protection legislation is the responsibility of all Employees/Staff of *Eolas Money* who process personal data.
- *Eolas Money* Training Policy sets out specific training and awareness requirements in relation to specific roles and Employees/Staff of *Eolas Money* generally.
- Employees/Staff of *Eolas Money* are responsible for ensuring that any personal data about them and supplied by them to *Eolas Money* is accurate and up-to-date.
- Everyone who works for or with *Eolas Money* has some responsibility for ensuring data is collected, stored and handled appropriately.
- Each team that handles personal data must ensure that it is handled and processed in line with this policy and data protection principles.

However, these people have key areas of responsibility:

The Board of Directors is ultimately responsible for ensuring that *Eolas Money* meets its legal obligations. The GDPR Owner is responsible for:

- Keeping the board updated about data protection responsibilities, risks and issues;
- Reviewing all data protection procedures and related policies, in line with an agreed schedule;

- Arranging data protection training and advice for the people covered by this policy;
- Handling data protection questions from staff and anyone else covered by this policy;
- Dealing with requests from individuals to see the data *Eolas Money*, holds about them (also called 'Subject Access Requests').
- Checking and approving any contracts or agreements with third parties that may handle the company's sensitive data.

Definitions:

Definitions used by the company drawn from the General Data Protection Regulation (GDPR)

Material scope (Article 2.)

The GDPR applies to the processing of personal data wholly or partly by automated means (i.e. by computer) and to the processing other than by automated means of personal data (i.e. paper records) that form part of a filing system or are intended to form part of a filing system.

Territorial scope (Article 3.)

The GDPR will apply to all controllers that are established in the EU (European Union) who process the personal data of data subjects, in the context of that establishment. It will also apply to controllers outside of the EU that process personal data in order to offer goods and services, or monitor the behaviour of data subjects who are resident in the EU.

GDPR Article 4. Definitions

Establishment

The main establishment of the controller in the EU will be the place in which the controller makes the main decisions as to the purpose and means of its data processing activities. The main establishment of a processor in the EU will be its administrative centre. If a controller is based outside the EU, it will have to appoint a representative in the jurisdiction in which the controller operates to act on behalf of the controller and deal with supervisory authorities.

Personal Data

Any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Special Categories of Personal Data

Personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership, and the processing of genetic data, biometric data, for the purpose of, uniquely identifying a natural person,

data concerning health or data concerning a natural person's sex life or sexual orientation.

Data Controller

The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by European Union or Member State law, the controller or the specific criteria for its nomination may be provided for by European Union or Member State law.

Data Subject

Any living individual who is the subject of personal data held by an organisation.

Filing System

Any structured set of personal data which are accessible according to specific criteria, whether centralised, decentralised or dispersed on a functional or geographical basis.

Processing

Any operation or set of operations which is performed on personal data or on sets of personal data, whether by automated means or not, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Profiling

Is any form of automated processing of personal data intended to evaluate certain personal aspects relating to a natural person, or to analyse or predict that person's performance at work, economic situation, location, health, personal preferences, reliability, or behaviour. This definition is linked to the right of the data subject to object to profiling and a right to be informed about the existence of profiling, of measures based on profiling and the envisaged effects of profiling on the individual.

Personal Data Breach

A breach of security leading to the accidental, or unlawful, destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed. There is an obligation on the controller to report personal data breaches to the supervisory authority and where the breach is likely to adversely affect the personal data or privacy of the data subject.

Data Subject Consent

Any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data.

The GDPR and Children

A child is defined currently, as being under the age of sixteen, but member states may consider lowering the legal age of consent to thirteen. The processing of personal data of a child is only lawful if parental or custodian consent has been obtained. The controller shall make reasonable efforts to verify in such cases that consent is given or authorised by the holder of parental responsibility over the child.

Third-Party

A natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data.

Related Documentation

- An Adequacy Decision: Please see

http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index_en.htm

Consent to use and retention of data for services, advice and communication:

Nothing is more important to *Eolas Money* than the relationships we have with our clients. The security of our client's personal Information is one of our highest priorities. We take great care to ensure we maintain that security and that we meet all legal and compliance requirements. *Eolas Money* uses the personal data we collect from our clients for these purposes:

- To provide *Eolas Money* clients with financial planning and financial advice tailored to their specific needs and circumstances,
- To communicate with clients about *Eolas Money* services or events that can or may benefit our clients.

These means of communication are: Email, Phone call, SMS, Post.

Please sign here to indicate that you are happy for us to retain your data for this purpose:

Client Signature & Date: _____

Thank you for trusting Eolas Money with your business and the security of your Information.

Terms of Business Client Acknowledgement: Effective from May 2021

These are the Company's Terms of Business, which outline the basis on which we provide services to our clients. Please ensure that you read this document carefully. These Terms of Business apply to all business transactions undertaken for you or services provided to you and will remain in force until further notice. Should we make any material changes to our Terms, we will advise you in advance of providing any further services to you. I acknowledge that I have been provided with a copy of the Terms of Business of *Eolas Money* and have read and understand them.



Client Signature & Date

Client Signature & Date

Financial Planner's
Signature & Date

NOTES



Eolas
Money

Improving your
Financial Wellbeing

FINANCIAL SECURITY

YOUR GOALS ACHIEVED

PEACE OF MIND



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