

# Agency Application



Within this document you will find:

1. Agency Application Form
2. Terms and Conditions of the Appointment
3. Service Level Agreement
4. Letter of Appointment

You should read through this document carefully.

**Your appointment will take effect once we receive and co-sign the returned Letter of Appointment (page 8 of this document).**

## REGULATORY AUTHORISATION

Please ensure that you are appropriately regulated either by the Central Bank of Ireland, or certified by an Approved Professional Body, and sufficiently authorised to conduct the business contemplated.

## DOCUMENTS REQUIRED FOR SETTING UP THE AGENCY

- Fully completed and signed Agency Application Form (page 2 and 3)
- Sample headed paper for your firm
- Copy of Authorisation Certificate
- Template of Client Factfind
- Template of Section 30 Receipt
- Full Company Bank Account details (as requested on page 3 of the Agency Application Form)
- Signed Letter of Appointment (page 8)

Please return the above documents to:

Compliance Department  
Independent Trustee Company  
Harmony Court  
Harmony Row  
Dublin 2  
D02 VY52

If you have any queries regarding this application please telephone us on (01) 6611 022 and ask to speak with a member of the Compliance Department.

# Agency Application Form



Company Name:	("Advisor")
Trading Name (if different):	

## DETAILS

Address:	Registered Address (if different):
Phone:	Fax:
Email:	Tax Reg No.:
Authorisation Reference No.:	Date Authorised:
Type of Investment Firm (e.g. AA, MAI, MiFID, etc.):	Section of IIA under which Authorised:

## LIST OF ALL DIRECTORS / PRINCIPALS / MANAGERS / PARTNERS & SALES ADVISORS

Name:	Phone:	Email:
1.		
2.		
3.		
4.		
5.		

## PLEASE PROVIDE DETAILS OF THEIR RESPECTIVE QUALIFICATIONS

1.
2.
3.
4.
5.

## LIST OF FINANCIAL INSTITUTIONS WITH WHOM YOU HOLD AN AGENCY


**HAVE YOU OR ANY OF YOUR DIRECTORS / PRINCIPALS / MANAGERS / PARTNERS & SALES ADVISORS EVER:**

- (a) Had an agency refused or cancelled Yes  No
- (b) Had a claim against you or them under Professional Indemnity Cover Yes  No
- (c) Been convicted of any offence whether in connection with investment business or not Yes  No
- (d) Had your authorisation by the Central Bank of Ireland or relevant Professional Body revoked Yes  No

**IF THE ANSWER TO ANY OF THE ABOVE WAS YES PLEASE PROVIDE DETAILS**

**BANK DETAILS**

Bank name:	Address:
Sort Code:	A/C Number:
IBAN:	SWIFT Code:

**DECLARATION**

- I / We agree that the information provided above is true and correct.
- I / We agree that Independent Trustee Company Ltd can seek any reference it sees fit in connection with this agency appointment.
- I / We agree that Independent Trustee Company Ltd can communicate with anyone employed by this firm by email.
- I / We confirm that I / We have read and understand my / our obligations under my regulatory authorisation (as amended) and all other requirements of law regulating persons who place investment business or who bring together persons seeking investment and investment undertaking or carry out preparatory work to investment.

Name	Position
Primary Signature 	Date <i>Day / Month / Year</i>

Name	Position
Primary Signature 	Date <i>Day / Month / Year</i>

# Terms and Conditions



This Agreement is made on the date Independent Trustee Company (ITC) receives and co-signs the Letter of Appointment (on page 7 of this document).

Parties to the Agreement:

**Independent Trustee Company Limited (ITC)**  
Harmony Court  
Harmony Row  
Dublin 2  
Registered in Ireland no. 214999

and

The Advisor

## CONDITIONS OF APPOINTMENT

### 1. FEES AND DISBURSEMENTS

1.1 Where applicable the Advisor's remuneration by ITC shall be in accordance with the rates of remuneration as determined by ITC from time to time. ITC reserves the right to revise and alter the rates of remuneration.

1.2 If in any case, the Advisor shall have been paid remuneration in respect of any business which for any reason shall be declared invalid, the Advisor shall immediately refund such remuneration to ITC.

1.3 Payment of remuneration under the terms of this agreement will only be made to the advisor named in the Letter of Appointment.

1.4 Remuneration will be paid to one advisor only, and where a dispute arises in respect of remuneration the remuneration will be paid to the advisor who submitted the first complete application form in relation to said business. ITC may offset any claim for remuneration payable to the Advisor against any existing or future indebtedness of the Advisor to ITC.

1.5 Any VAT liability in respect of the receipt of any remuneration shall be that of the Advisor.

1.6 In the event of a client introduced by the Advisor instructs ITC that they desire some other person to be regarded as advisor, ITC shall have the right in its absolute discretion to transfer the appointment to such other person and to cease paying any further remuneration to the Advisor in respect of same.

### 2. ASSISTANCE AND PROVISION OF INFORMATION

2.1 The Advisor and ITC agree to each provide the services outlined in the Service Level Agreement in respect of all business (SSAS, ARF, PRSA, Buy Out Bond) under this Agency.

2.2 The Advisor is not empowered to bind ITC by any statement written or oral unless expressly authorised in writing by ITC.

2.3 The Advisor is not authorised to use the name, logos, trademarks or trading names of ITC or any of its affiliates in its advertising material or correspondence to the public unless authorised in writing, in advance by ITC.

2.4 The Advisor shall not disclose to any person who is not an authorised officer of ITC any business or transaction of ITC or any information whatsoever relating to business

introduced by him to ITC.

2.5 The advisor shall notify ITC of any alterations to their regulatory status and provide a revised Certificate of Authorisation at the earliest opportunity.

2.6 During the term hereof the Advisor shall immediately notify ITC in writing of any criminal conviction (except minor driving offences) of the Advisor including any Director, Partner, Principal, Manager, Adviser or employee of the advisor.

2.7 The Advisor will verify the identity of the clients introduced and keep satisfactory records in accordance with the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010.

2.8 The Advisor warrants that it is appropriately regulated either by the Central Bank of Ireland or certified by an approved professional body, and sufficiently authorised to conduct the business contemplated in this Agreement

2.9 The Advisor undertakes to assist with any queries in relation to the business placed by them whether or not he continues as Advisor and where necessary, provide full information, act in a timely manner, and assist re collection of data, fees, contributions or other items outstanding.

### 3. TERMINATION

3.1 Without prejudice to any other remedies ITC may have against the Advisor, ITC may at any time by giving notice in writing to the Advisor terminate this appointment forthwith in any of the following events:

a. If the Advisor commits a breach of any of the terms or conditions hereof.

b. If the Advisor enters into liquidation whether compulsory or voluntarily or compounds with creditors or takes or suffers any similar action in consequence of a debt or, in the case of an individual or partnership if the Advisor or any of the members of the firm becomes insolvent or enters into any arrangement with creditors or takes or suffers any similar action in consequence of a debt.

c. If from any cause the Advisor is prevented from performing his duties hereunder for a period of 3 months.

d. If the Advisor is guilty of any conduct which in the opinion of ITC is prejudicial to its interest.

e. If the Advisor purports to assign the burden or benefit or charge the benefit of this appointment.

f. If the Advisor's authorisation is revoked by or resigned from the Central Bank of Ireland or other regulatory authority.

3.2 In the event of the termination of this appointment the Advisor shall not be entitled to be paid any compensation whatsoever by ITC and upon such termination the advisor shall have no right to future remuneration.

3.3 In the event of termination of this agreement the Advisor shall ensure, where applicable, the publication of a notice in accordance with section 61 of the Investor Compensation Act 1998.

3.4 Upon termination of this agreement from any cause or at any time previous to such termination at the request of ITC, the Advisor shall promptly deliver to ITC all stationery and any other documents and papers whatsoever relating to the business of ITC in the Advisor's possession or control.

3.5 The waiver by ITC of its rights regarding any breach of any term hereof shall not prevent the subsequent enforcement of that term and shall not be deemed to be a waiver of its rights regarding any subsequent breach.

3.6 Without prejudice to the above either party may terminate this appointment at any time by giving to the other party one month's notice in writing sent by registered post of recorded delivery service to the other party's address.

ITC reserves the right to vary all or any of the terms and conditions of this appointment from time to time at its absolute discretion.

# Service Level Agreement

## ITC COVENANTS

ITC agrees to provide the following services to the Advisor in relation to all Schemes established under the terms of the Advisor's agency:

### 1. SET UP

- Preparation of Trust Documentation.
- Collation of information in relation to existing benefits and transfer of benefits from external providers
- Management of contributions and maintenance of financial records
- Completion of application and registration with the Pensions Board and Revenue Commissioners, as appropriate.
- Opening of a trustee bank account
- Funding calculations, where applicable

### 2. CONTINUOUS MANAGEMENT

Provision of a professional trustee to:

- Overseeing the correct governance of the pension structure and ensure compliance with the requirements of the Pensions Acts 1990, as amended and the various regulations thereunder
- Acting as Registered Administrator, if applicable
- Satisfying anti-money laundering requirements
- Providing access to the ITC Client Portal and Phone Application.
- Execution of investments and transfer of funds; reconciling accounts and confirmations, as required
- Completing and issuing governance documents such as Trustee Accounts, Benefit Statements, Statements of Reasonable Projection etc.
- Management of the process leading to the conduct of and the discharge of obligations arising from Revenue audits and queries of regulatory authorities
- Supplying all client disclosure documentation, such as Trustee Accounts, Benefit Statements and SORP, to the Advisor
- On request, supplying the Advisor with copies of other file documents
- Management and liaison with the employer company (as appropriate)
- Liaison with third party legal advisors, banks, financial advisors
- Arranging, recording and managing asset valuation services
- Maintenance of pension scheme bank account

- Registration of Scheme assets and maintenance of Asset Registers

### 3. SEPARATE SERVICES (CHARGED SEPARATELY)

- Retirement planning services (by ITC Pensions Consultants)
- Changes to trust deed (change of employer etc.)
- Structuring of bespoke investments to include investment in property ("Propertyline")
- Revenue submissions to include funding re-submissions
- All services relating to separation and divorce, to include Pension Adjustment Orders
- Transfer of benefits to successors
- Scheme wind-up

## ADVISOR COVENANTS

The Advisor agrees to provide the following services in respect of Schemes established on the terms of the Advisor's agency with ITC:

- Acting as client relationship manager during the entire term of the pension or until the Advisor's replacement or resignation
- In conjunction with the client, setting and taking charge of the Scheme investment strategy with due regards to the provisions of the Pensions Act
- As per Revenue requirements, making provisions for the payment of future benefits, to include provisions for liquidity and insuring of death benefits, where required
- Provision of financial advice in relation to scheme investments, to include long term deposits
- Completion of governance documentation in relation to investments, to include ITC's Investment Declaration
- Where a trustee meeting is called, attending the trustee meeting; ensuring that meeting minutes are taken and submitted to ITC
- Procuring the Member Trustee's agreement (signature) to Trustee Scheme Accounts and assisting ITC with the collection of annual fees (ITC SSAS only)
- Where required, assist the client with the procurement of additional advice and support, such as property management, legal and tax services
- Verification of the identity and address of all clients introduced to ITC and obtain and provide proof of ID and address in line with ITC requirements. If any clients are Politically Exposed Persons (PEPs) the advisor will bring this to the attention of ITC.

### 4. DATA PROTECTION

Where the Advisor processes personal data on behalf of ITC, the Advisor guarantees to implement appropriate technical and organisational measures to meet the requirements of the General Data Protection Regulation ("GDPR") and Data Protection legislation and ensure the protection of the rights of data subject(s).

The Advisor agrees that the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and the obligations and rights of ITC are as set out in ITC's Terms of Business and/or as may be communicated to the Advisor from time to time.

The Advisor shall not transfer personal data outside of the European Union.

The Advisor shall at all times comply with the GDPR and Data Protection legislation, and in particular:

- The Advisor shall process the personal data only on documented instruction or if required by law;
- The Advisor shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- The Advisor shall, taking into account the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including (as appropriate):
  - (a) the pseudonymisation and encryption of personal data;
  - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems;
  - (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
  - (d) a process for regularly testing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- Where the Advisor engages a sub-processor for carrying out specific processing activities, the data protection obligations as set out shall be imposed by the Advisor on the sub-processor by way of a contract or other legal act, in particular providing sufficient guarantees that the processing will meet the requirements of GDPR.

- Taking into account the nature of the processing, the Advisor shall assist ITC by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of ITC's obligation to respond to requests for exercising data subject's rights under GDPR and Data Protection legislation;

- Taking into account the nature of the processing, the Advisor shall assist ITC in ensuring compliance with ITC's obligations in respect of the security of data processing, notification of personal data breaches to supervisory authorities, carrying out of assessments of the impact of processing operations on the protection of personal data where a type of processing, is likely to result in a high risk to the rights and freedoms of natural persons, and consultations with supervisory authorities in respect of such assessments.

- The Advisor shall notify ITC without undue delay after becoming aware of a personal data breach. This notification shall include:

- (a) a description of the nature of the personal data breach including the categories and number of data subjects concerned and the categories and number of personal data records concerned;

- (b) a description of the likely consequences of the personal data breach;

- (c) a description of the measures taken or proposed to be taken by the Advisor to address the personal data breach, including measures to mitigate its adverse effects;

- The Advisor shall, at the choice of the ITC, delete or return all personal data after the end of the provision of services relating to processing, and delete existing copies unless such storage is required by law;

- The Advisor shall make available to ITC all information necessary to demonstrate compliance with the Advisor's obligations and allow for and contribute to audits, including inspections, conducted by ITC, another auditor mandated by the ITC, or any supervisory or regulatory authority.

- The Advisor shall immediately inform ITC if, in its opinion, any instruction infringes the GDPR or any other data protection provision.

# Letter of Appointment



This appointment authorises you to introduce clients to ITC in accordance with the terms and conditions and all relevant legislation. The conditions of appointment are attached which set out the basis of the agreement between our respective firms.


- The Advisor undertakes at all times to fulfill its obligation and to act in accordance with all the relevant legislation.
- These conditions of appointment embody the entire understanding of the parties and there are no promises, terms, conditions or obligations oral or written express or implied other than those herein contained.
- These conditions of appointment and any agreement from time to time modifying the provisions hereof shall be construed in accordance with and governed by the law of the Republic of Ireland.

I hereby acknowledge receipt of the Agency Application and Terms & Conditions and agree to accept the terms and conditions as set out therein.

Name	Position
Signature 	Date <i>Day / Month / Year</i>
For and on behalf of	

This appointment will take effect once Independent Trustee Company (ITC) receives and co-signs this Letter of Appointment.

### OFFICE USE ONLY

Name	Position
Signed 	Date <i>Day / Month / Year</i>
For and on behalf of ITC	

**Your reference details are:**  
Please use this reference in any future correspondence