



## **PRISM (JNC) Limited (PRM)**

### **Terms of Business**

The following agreement outlines the terms and conditions on which we will provide business consultancy services to you. Please read this document carefully and if you have any questions about anything in it, please contact us immediately at Tel: +353-1-5543908 or email: [info@prismrm.com](mailto:info@prismrm.com). PRM office is 20 Harcourt Street, Dublin 2.

### **Disclosure of Information**

We must gather and record sufficient information from a client in order to make a recommendation, arranging or providing a product or service appropriate to the client. The information required is general personal/business details, needs and objectives, the current and past financial situation of the client/business. This information is not shared with external companies other than where it is agreed with our clients to negotiate or place the business and is primarily taken so we can provide our clients with suitable product or services. You are not obliged to give us this information, but this may result in us not being able to do business with you.

### **Statement of Charges**

PRM are remunerated on the basis of fees for services provided.

We will agree the fee structure with you in advance of providing a service. We reserve the right to charge additional fees if the number of hours relating to on-going advice/assistance exceeds those initially agreed. This will at all stages be agreed with clients.

When there is a withdrawal from an application or engagement process at what is considered to be the final stage a fee based on a percentage of the work completed will become payable to PRM. This percentage fee will be fully explained and is non-negotiable.

When arising, you must pay our invoices promptly and will be made without set-off, counterclaim or deduction.

Where a third-party charge is incurred, it will be passed on to you.

Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency.

### **Business Consultancy Services Fee Structure:**

PRM reserves the right to charge a Case Assessment fee of €3075 (including VAT).

Following payment of this fee a Statement of Advice will be produced by PRM.

Cases taken up by PRM, will be subject to a further Engagement fee of €3075 (including VAT).

In the event additional work is required, we reserve the right to charge €246 (including VAT) per hour payable on a monthly basis, this will be discussed and agreed with you in advance.

In the case of debt resolution contract, a performance fee based as a percentage of the "discounted" or "parked debt" sum may be payable to PRM. If we secure a write down or discount on your overall debt, we may charge up to 5% of the overall sum involved as a further fee, this will be finalised when the deal/terms are secured in writing from the Bank/Creditor at which point we will notify you in writing. Any fee will be agreed in advance.

### **Commercial Lending**

The company will charge a fee of up to 1% of the advance or limit to a minimum of €1,500 plus VAT for arranging commercial lending facilities. This fee is paid by the borrower to PRM. The lenders may also apply arrangement fees which can be negotiated or waived in certain circumstances.

### **Default on payments by clients**

Our firm will exercise its legal rights to receive payments due to it from clients fees for services provided.

### **Conflicts of Interest**

Your attention is drawn to the fact that in providing the services herein we, or some person connected with PRM may have an interest, relationship or arrangement that is material in relation to the investment, transaction or service concerned. PRM seeks to avoid any conflicts of interest but should a conflict arise our employees are required to comply with the policy of



independence, explain the existence of the conflict of interest to you and disregard any such interest when making recommendations to you. You will be required to acknowledge the conflict of interest and your desire to proceed with any proposed transaction in writing.

**Complaints**

If you are unable to resolve a complaint with the person you are dealing with, you should refer the matter in writing to the PRM Head of Compliance for further investigation. Your complaint will be acknowledged within 5 working days and you will be notified of your point of contact until the complaint is resolved. PRM will undertake a full investigation of the complaint and, while the investigation is ongoing, furnish you with updates at intervals not greater than 20 working days. On completion of the investigation PRM will inform in writing as to the outcome and any action proposed by PRM in respect of the complaint. A full copy of our complaints procedure is available on request.

**Data Protection and Confidentiality of Information**

PRM complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. PRM is committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and show you that we are accountable with the GDPR in relation to not only processing your data but ensuring you understand your rights as a client.

The data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Notice, this will be given to all our clients at the time of data collection.

We will ensure that this Privacy Notice is easily assessable. Please refer to our website [www.prismrm.com](http://www.prismrm.com), if this medium is not suitable, we will ensure you can easily receive a hard copy in office or by post.

Please contact Niall Kavanagh at [niall@prismrm.com](mailto:niall@prismrm.com) if you have any concerns about your personal data.

**Client Identification**

We shall not be held responsible if we are unable to effect transactions for clients due to any delay in presenting the necessary Anti Money Laundering identity verification checks, as required under the Criminal Justice Act 1994. Where the identity checks are delayed either by a failure on the part of the client or any other reason, we shall not be responsible for any loss incurred due to the delay in investing client monies.

**I/We confirm that we have received the terms of business**

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

**I/We confirm that we choose to receive updates via e-mail consisting of:**

Marketing materials from PRISM (JNC) Limited

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

e-mail: \_\_\_\_\_ e-mail: \_\_\_\_\_

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_