General Investment Trust

Terms of business

These are the general terms for the provision of trustee services (Terms) by General Investment Trust Designated Activity Company (hereinafter called "GIT"). These Terms supersede any Terms or other notices that may have been previously issued to you by GIT. GIT's Terms will be governed by the laws of Ireland which shall be deemed to be the proper law and govern all transactions and proceedings in or concerning the Terms. The Courts of Ireland have exclusive jurisdiction in relation to all matters concerning the Terms. Where there are material changes to these Terms, GIT will notify affected persons as soon as possible via direct communication or by publishing a revised Terms on our website www.git.ie.

The information contained in these Terms is correct as of May 2018. Unless we hear back from you within 14 days of issuing this document to you, it will be assumed that you agree to its contents.

Regulation

GIT is authorised by the Central Bank of Ireland as a Trust Service Provider for the purposes of the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010. The Pensions Authority monitors compliance with the Pensions Act 1990.

Trustee Activities

GIT is responsible for the provision of pension plan trustee services as set out under Trust Law; the Plans own Trust Deed and Rules; the Pensions Act 1990 and other relevant legislation.

Fees

Details of the current standard fees charged by GIT are detailed on our website, www.git.ie. These fees may be reviewed from time to time and you should consult the website for details of the current standard fees that apply. VAT and/ or other appropriate taxes including any duties and/or levies or other charges etc., will be added to the fees.

Billing Procedures and Payment Terms

Unless specifically stated, all fees (and outlays thereon) are quoted exclusive of VAT. In addition to fees and outlays you shall be liable to pay any VAT arising thereon. Details of our fees that specifically apply to you and any special payment terms may be set out in the Engagement Letter or notified to you from time to time. GIT will bill fees etc., as appropriate, on an annual basis unless otherwise agreed in writing. Payments are due in full 30 calendar days from the date of the invoice. GIT will, if necessary, exercise its legal rights to receive any payments due and owing. In the event of any default, GIT will deal with the matter in accordance with the provisions of general law. GIT reserve the right to deduct any, or all, outstanding fees etc. from the pension plan assets.

Conflict of Interest

GIT's policy is to avoid any conflict of interest when providing its services. In the unlikely event that an unavoidable conflict of interest does occur GIT will ensure the conflict is communicated to you and that you are treated fairly.

Data Protection

GIT will gather and process personal data including special category personal data in compliance with applicable data protection laws including the General Data Protection Regulation (GDPR). GIT may record all or certain telephone conversations including those held between you and GIT. For further information on how GIT processes personal data and to whom such data is disclosed, please refer to GIT's Data Privacy Notice which is available on our website www.git.ie or by calling us on 01 617 2885. Appendix 1 sets out details of respective responsibilities of the relevant parties specific to data protection.

Your responsibilities

To enable us to act as Trustee, you shall:

- Make employees aware of when they are eligible to join the Plan.
- Provide the insurance undertaking with accurate and up to date member details in advance of each renewal date or at such other time as the insurance undertaking may reasonably require to enable the insurance undertaking to complete the renewal of the Plan in an efficient and timely manner.
- Ensure that Annual Benefit Statements are given to members in a timely manner and within 6 months following the renewal date.
- Make members aware of the availability of the Trustee Annual Report within 9 months following the renewal date.
- Forward a copy of the Trustee Annual Report to any authorised Trade Union representing members within 9 months following the renewal date.

- Ensure that the availability of GIT's Data Privacy Notice is advised to all Plan members no later than one month after their information has been shared with GIT.
- Complete and return GIT's Pension Plan Checklist Form each year in a timely fashion
- Engage a professional advisor to advise members and/or other relevant persons of their benefits and entitlements under the plan, and to be available to deal with member and beneficiary queries.

Limitations on the liability of GIT

GIT shall not be liable for the non-performance of any of GIT's obligations by reason of any cause beyond GIT's control, including any breakdown or failure of transmission or communication or computer facilities, postal or other strikes or similar industrial action and the failure of any relevant agent or intermediary. In no event will GIT have any liability for consequential or special damage, whether arising from gross negligence, wilful default, and fraud or otherwise. GIT does not have any responsibility or liability for investment returns.

Complaints

Where a complaint arises in relation to the services provided by GIT the details of the complaint should be notified to GIT in writing at our address (see end of document for details). The complaint will be fully investigated in accordance with GIT's complaints handling policy and procedures and GIT will endeavour to resolve the complaint to your satisfaction. In the event that you remain dissatisfied with the outcome of the investigation by GIT you may be entitled to refer the matter to:

Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2. Tel: +353 1 567 7000

www.fspo.ie

Appendix 1: DATA PROTECTION

1.1 Capitalised terms for the purposes of these data protection provisions shall have the meanings set out in Clause 2 of this Appendix.

1.2 The Principal Employer and the Trustees and each party acknowledges that it will act as a Controller at certain times and as a Processor at other times in the Processing of Personal Data as a result of entering into and carrying out activities envisaged by the Agreement and the operation of the Plan. Further details on the Processing of Personal Data are as set out in Annex 1 to this Appendix.

1.3 The Trustees and the Principal Employer shall each of them comply at all times with Data Protection Law when carrying out activities under the Agreement in relation to the plan.

1.4 For the avoidance of doubt, the parties are not and shall not be deemed to be "joint controllers" as described in Data Protection Law.

1.5 For the duration of the Agreement, each of the parties shall maintain such registrations as may be required under Data Protection Law to fulfil their obligations under the Agreement.

1.6 The parties acknowledge that and agree that each party will control and Process Personal Data on its own behalf only. However in the event that any party Processes any Personal Data on behalf of the other, that Processor shall Process such Personal Data in compliance with Data Protection Law and in particular comply with the obligations set out in Clauses 1.7 to 1.24 below.

1.7 The Processor shall not Process the Personal Data other than as set out in Annex 1 and where it does not Process the Personal Data in accordance with Annex 1, it shall have infringed the GDPR as set out in Article 28.10 of the GDPR and shall be considered to be a Controller of that Personal Data.

1.8 The Processor undertakes to maintain the completeness and accuracy of the information set out in Annex 1 during the term of the Agreement and shall notify the Controller immediately of any changes in writing upon becoming aware of any required changes to the information.

1.9 Without prejudice to the Processor's other obligations pursuant to this Clause, if the Processor is or becomes aware of any reason that would prevent its compliance with Data Protection Law or any incident of non-compliance with Data Protection Law in connection with the Processing of Personal Data under the Agreement it shall notify the Controller in the most expedient time and manner possible.

1.10 Instructions:

The Processor agrees that it shall acquire no rights or interest in the Personal Data, and shall only, and shall procure that its Personnel only, Process the Personal Data as required to give effect to the Agreement and any other written instructions of the Controller unless required to do so by European Union or Member State law to which the Processor is subject and in such a case, the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits the provision of such information.

1.11 Data Transfers:

1.11.1 The Processor will not transfer any of the Personal Data or other information relating to Data Subjects from one country to another except with the prior written consent of the Controller and in accordance with any terms the Controller may impose on such transfer.

1.11.2 As a condition of granting such consent, the Controller may, among other requirements, require the Processor to:

(i) enter into or procure that any relevant subcontractor enters into an appropriate Data Transfer Agreement; or

(ii) in respect of transfers to the United States of America, ensure that the recipient has and continues to maintain a current, valid certification under the Privacy Shield and complies with the Privacy Shield principles.

1.11.3 In the event that the transfer mechanism entered into under Clause 1.11.2 ceases to be valid, the Processor shall at the Controller's discretion:

(i) enter into and/or ensure that any relevant

subcontractor enters into an appropriate alternative data transfer mechanism; or

(ii) destroy and/or return to the Controller, any Personal Data in its and/or its subcontractor's possession.

1.11.4 In the event that there ceases to exist any valid data transfer mechanism which would enable the Personal Data to be lawfully transferred by the Controller to the Processor, the Controller shall be entitled to terminate the Agreement by giving a minimum of 30 days' prior written notice to the Processor.

1.12 Data Subject Rights:

1.12.1 The Processor agrees to assist the Controller, including taking appropriate technical and organisational measures which take into account the nature of the processing, to respond to requests by Data Subjects, exercising their rights under Data Protection Law, within such reasonable timescale as may be specified by the Controller.

1.12.2 If the Processor receives any such request from Data Subjects directly, the Processor will immediately inform the Controller that it has received the request and forthwith forward the request to the Controller. The Processor will not respond in any way to such a request, except on the instructions of the Controller.

1.13 Assistance:

Taking into account the nature of the Processing and the information available to the Processor, the Processor shall assist the Controller to enable the Controller comply with its obligations under:

1.13.1 Article 32 of the GDPR (Security of Processing);

1.13.2 Articles 33 and 34 of the GDPR (Personal Data Breach Notification to the Supervisory Authority and communicating with the Data Subject);

1.13.3 Article 35 of the GDPR (The carrying out of a Data Protection Impact Assessment); and

1.13.4 Article 36 of the GDPR (Prior Consultation with the Supervisory Authority where required).

1.14 Breach Notification:

The Processor will notify the Controller without undue delay and no later than 24 hours after becoming aware of a Personal Data Breach in relation to the Personal Data processed by the Processor under the Agreement, and shall include in their notice, at least the following information:

1.14.1 a description of the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;

1.14.2 the name and contact details of the data protection officer or other contact point where more information can be obtained;

1.14.3 a description of the likely consequences of the Personal Data Breach; and

1.14.4 a description of the measures to be taken by the Controller to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

1.15 The Processor shall not communicate with any Data Subject in respect of a Personal Data Breach without the prior consent of the Controller.

1.16 Confidentiality:

The Processor will ensure that its authorised Personnel who Process Personal Data under the Agreement are subject to obligations of confidentiality in relation to that Personal Data and have agreed in writing to such obligations.

1.17 Security:

The Processor shall implement appropriate technical and organisational measures to assure a level of security appropriate to the risk to the security of Personal Data, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised, disclosure of or access to Personal Data including (but not limited to) as appropriate and as notified in advance to the Controller:

1.17.1 the pseudonymisation and encryption of Personal Data;

1.17.2 the ability to ensure the ongoing confidentiality, integrity and availability and resilience of the Processor's systems used for such Processing, the Personal Data;

1.17.3 the ability to restore the availability and access to the Personal Data in the event of a physical or technical incident; and

1.17.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

1.18 Sub-Processing:

The Processor agrees that it shall not engage any third party to Process the Controller's Personal Data without the prior written consent of the Controller.

1.19 If the Processor engages any third party to Process any of the Controller's Personal Data:

1.19.1 the Processor shall impose on such third party, by means of a written contract, the same data protection obligations as set out in the Agreement and shall ensure that if any third party engaged by the Processor in turn engages another person to Process any Personal Data, the third party is required to comply with all of the obligations in respect of Processing of Personal Data that are imposed under the Agreement; and

1.19.2 the Processor shall inform the Controller of any intended changes concerning the addition or replacement of the other processors and shall not make any such changes without the prior written consent of the Controller; and

1.20 The Processor shall remain fully liable to the Controller for Processing by any third party as if the Processing was being conducted by the Processor.

1.21 Demonstrating Compliance:

The Processor shall make available to the Controller all information necessary to demonstrate compliance

with its obligations as a Processor as set out in the Agreement in respect of the Processing of Personal Data under the Agreement and in particular its compliance with Article 28 of the GDPR and the Processor shall allow for and contribute to audits, including inspections, conducted by the Controller, its internal and external auditors or by any Regulator.

1.22 Infringement:

The Processor will immediately inform the Controller if, in its opinion, an instruction given or request made pursuant to the Agreement infringes Data Protection Law.

1.23 Termination/Expiry:

On termination or expiry of the Agreement (or at any other time on request by the Controller), the Processor shall return or permanently erase, at the election of the Controller, all copies of Personal Data received and/or processed by it under the Agreement unless European Union or Member State law requires retention of the Personal Data.

1.24 The provisions of this Clause 1 (Data Protection) shall survive the term of the Agreement until the Processor has returned or destroyed all Personal Data in accordance with Clause 1.23.

DEFINITIONS

2. For the purposes of the changes above, the following terms have the following meaning:

Controller has the meaning given to it in Data Protection Law.

Data Protection Impact Assessment has the meaning given to it in Data Protection Law.

Data Protection Law means the Data Protection Acts 1988 and 2003, the General Data Protection Regulation and any amending, replacing and implementing legislation and all other applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Supervisory Authority;

Data Subject has the meaning given to it in Data Protection Law.

Data Transfer Agreement means the standard contractual clauses for the transfer of Personal Data to third countries approved by the European Commission or such other agreement for the transfer of Personal Data as the Controller may approve.

General Data Protection Regulation and GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Group of a party means in relation to a party, that party, any subsidiary or holding company of that party, and any subsidiary of a holding company of that party, 'holding company' and 'subsidiary' having the meanings given to them in sections 7 and 8 of the Companies Act 2014.

Personal Data has the meaning given to it in Data Protection Law.

Personal Data Breach has the meaning given to it in Data Protection Law and shall include any known potential or actual breach of the Controller's minimum information security requirements or any obligations or duties owed by the Processor to the Controller relating to the confidentiality, integrity or availability of Confidential Information or Personal Data;

Personnel of a person, means (i) the officers, employees, agents, advisors and contractors (including Subcontractors) and any other authorised Personnel of that person and the members of its Group; and (ii) the officers, employees, contractors, advisors and agents of the contractors (including Subcontractors) and any other authorised Personnel of that person and the members of its Group.

Prior Consultation has the meaning given to it in Data Protection Law.

Privacy Shield means the Privacy Shield scheme and principles operated by the US Department of Commerce, and approved by the European Commission, or any replacement scheme and principles approved by the European Commission for that purpose from time to time.

Processing has the meaning given to it in Data Protection Law, and Process will be construed accordingly.

Processor has the meaning given to it in Data Protection Law.

Regulator means any regulator or regulatory body (including the Supervisory Authority) to which the parties are subject from time to time or whose consent, approval or authority is required so that the parties can lawfully carry on its business.

Supervisory Authority means the Office of the Data Protection Commissioner in Ireland and any successor body.

ANNEX 1: DESCRIPTION OF THE PERSONAL DATA PROCESSING

Subject Matter	Exempt Approved occupational pension scheme established under trust and approved by the Revenue Commissioners under the Taxes Consolidation Act 1997 and registered with the Pensions Authority under the Pensions Act 1990 (the Plan)	
Duration	The duration of the Agreement	
Nature & Purpose of the Processing	Processing required to ensure the compliant operation of the Plan and to accurately record and pay relevant benefits arising under the Plan when due	
Categories of Data Subjects	Members (including former members), their next of kin, individuals that are connected to policyholders/members (former members), dependants including minor children and other relatives, employees, employers, trustees	
Types of Personal Data i.e. any information relating to an identified or identifiable person.	Demographic Data	Name, gender, date of birth, age, nationality, occupation, marital status, dependants.
	Contact Details	home/work landline phone number, personal/work mobile, home/work postal address, personal/work email address
	Financial Data	Member number, bank account details including account number, salary/other remuneration details
	Social Media	Email
	Special Category Data	Health, trade union membership
	Government Identifiers	Passport number, personal public service number, driver's licence, income tax number
	Other	Employee number

	Trustees	**Principal Employer**
Subcontracting	Employers, Payroll Service providers, Insurance Companies, Registered Administrators, Information Technology Companies, Administration Service Providers	Trustees, Payroll Service providers, Insurance Companies, Information Technology Companies, Administration Service Providers
Data Transfers	Employers, Insurance Intermediary, Trade Unions, Revenue Commissioners, Pensions Authority, Relevant Government Departments, Insurance Companies, Administration Service Providers, Financial Service Providers including Banks and payment service providers, Pensions Ombudsman, Accountants/Auditors and other Advisers	Trustees, Insurance Intermediary, Trade Unions, Revenue Commissioners, Pensions Authority, Relevant Government Departments, Insurance Companies, Administration Service Providers, Financial Service Providers including Banks and payment service providers, Pensions Ombudsman, Accountants/ Auditors and other Advisers
Security Measures	Appropriate Contractual provisions in place	Appropriate Contractual provisions in place