

MERCER ONEVIEW

IMPORTANT LEGAL NOTICE:

YOUR ACCESS TO AND USE OF THE MERCER ONEVIEW WEB SITE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

The following important terms and conditions govern access to and use of this website and Mercer OneView. You agreed to be bound by these terms and conditions when you first registered to use Mercer OneView. If you do not or cannot agree to these terms and conditions, you should not use Mercer OneView. We strongly recommend that you print a copy of the terms and conditions for your own records.

DEFINITIONS

"[Cookies](#)" are text files containing small amounts of information which are downloaded to your device when you visit a website. Cookies do lots of different jobs, like letting you navigate between pages efficiently, remembering your preferences and generally improve the user experience.

"[Employer Benefits Documentation](#)" means the documentation governing the operation of, and your participation in, the various equity, health or other benefit type schemes and plans of which information concerning your benefits and/or participation in such schemes and plans is available via Total Compensation Statement.

"[Employee ID](#)" means your unique employee identification code that has been notified to us by your employer as a means to identify you for the purposes of personal access to Mercer OneView.

"[Employer Code](#)" means the identifier code that we use to identify your employer on Mercer OneView.

"[Form of Acceptance and Contract of Participation](#)" means the "Form of Acceptance and Contract of Participation" set out in the Share Scheme Enrolment section of the Mercer OneView website. At step 4 of the enrolment process you will be required to signify your acceptance of the "Form of Acceptance and Contract of Participation" in order to participate in the Share Scheme and to enter your enrolment.

"[Further Information](#)" means those sections of the website which indicate where the browser may access further information relating to the web page in question, whether by a link to electronically available information from your Employer; a link to an external information source; a link to relevant Employer Benefits Documentation or otherwise.

"Important Information" means the information displayed in those sections of the Mercer OneView website under the heading "Important Information".

"Information "I"s" means the information displayed by clicking on the i symbol represented by an "i" inside a circle.

"Mercer" means Mercer (Ireland) Limited.

"Mercer" means Mercer (Ireland) Ltd., company number 28158 and having its registered address at Charlotte House, Charlemont Street, Dublin 2.

"Mercer OneView" means the online enrolment, information and updating service operated by us from the Mercer OneView website for your Pension Plan and Share Scheme (where applicable), and (where also applicable) the online information service whereby you can access certain information provided by your Employer concerning your remuneration and other benefits accessible through Total Compensation Statement. References in these terms and conditions to Mercer OneView shall, unless the context otherwise clearly requires, include the Mercer OneView website.

"Mercer OneView website" means the website from which Mercer OneView can be accessed and which is currently located at <https://merceroneview.ie>.

"Note(s)" means the information displayed in those sections of the Mercer OneView website under the heading "Note(s)".

"Pension Plan" means the benefit scheme as set out in your pension plan booklet subject to the terms of the Trust Deed and Rules governing the plan.

"PAC" means the personal access code, which will be issued to you for use in conjunction with the Employer Code and your Employee ID to access Mercer OneView. You will be advised of your PAC by a sealed slip marked 'personal and confidential'. The first time you log on, you will be required to select a new PAC, replacing the PAC originally provided to you. You can do this by carefully following the instructions in the registration information communication which details how to gain access and log on to Mercer OneView. It is your responsibility to keep your PAC secret, and not to disclose it to any other person or record it in writing or retain it in such a manner that it would be intelligible to or otherwise accessible to any other person. Where implemented, you may be able to generate your PAC through the "PAC re-issue" function. (See definition).

"PAC re-issue" is a OneView function which allows you to select a series of security questions and answers to enable you to generate a new PAC online. The security questions and answers are known as "PAC re-issue data". It is your responsibility to generate PAC re-issues data that is not easy to guess or may be already known to others. It is your responsibility keep your PAC re-issue data secret, and not to disclose it to any

other person or record it in writing or retain it in such a manner that it would be intelligible to or otherwise accessible to any other person

"[Roll-Over Text](#)" means the information displayed temporarily when the cursor is held over certain text on the Mercer OneView website. This text is identified by broken underlining as well as by the appearance of a question mark beside the cursor when the cursor first comes to rest over the text.

"Screen Page Information" means the terms, instructions and other information provided on or through the relevant web pages of the Mercer OneView website including, without limitation, the Roll-Over Text, the Information "I"s and the "Important Information about this Screen" and "Learn More" links, the "Underlined Terms", the "Further Information", the "Note(s)" and the "Important Information" links and text.

"Share Scheme" means the benefit scheme as set out in your share participation scheme booklet and which is subject to the terms of the Trust Deed and Rules governing the scheme.

"[Total Compensation Statement](#)" means the Total Compensation Statement section of the Mercer OneView website via which certain information provided by your Employer concerning your remuneration and other benefits (including, where applicable, information concerning eg: personal details, total compensation summary, equity benefits, health benefits, death in service benefits and retirement benefits) can be accessed by you if you have been enabled by your Employer to use this service.

"[Underlined Terms](#)" means terms which appear with underlining to indicate that there is related information relevant to those terms in the Note(s) section of that web page, and which if clicked, will display the text of the Note(s) relevant to those terms.

"us" and "we" means Mercer Ireland Ltd,. Expressions such as "our" will be construed accordingly.

"you" means the person who has been admitted to Mercer OneView by logging on. Expressions such as "your" will be construed accordingly.

GENERAL

Terms and Conditions

These terms and conditions govern your access to and use of the Mercer OneView website.

About privacy of personal information

Mercer OneView's Cookies & Privacy Policy ("the privacy policy") governs the use of your personal information. The complete terms of the privacy policy are part of these Terms and Conditions so you should read them.

Access and Use of Mercer OneView

Mercer OneView is made available for your personal and non-commercial use only. Your PAC and PAC re-issue data is for your personal use of the Mercer OneView website. It is your responsibility to keep your PAC and PAC re-issue secret and not to disclose your PAC or PAC re-issue data to any other person or record it in writing or retain it in such a manner that it would be intelligible to or otherwise accessible to any other person.

You will be liable for all access to and use of the Mercer OneView website made through or under your Employee ID and PAC whether or not such access or use was authorised by you. You must notify the Just ASK Helpline on 1890 275 275 immediately should you become aware or suspect that your PAC has become known to someone else, or if you for any reason believe that it is no longer secret or if unauthorised or irregular transactions are recorded on your account. You undertake to comply strictly with these requirements which are designed to reduce the risk of unauthorised use of Mercer OneView.

Mercer reserves the right to terminate your access to and use of the Mercer OneView website at any time without notice and without incurring any liability to you.

There may be occasions when we have to suspend access to and use of Mercer OneView if we expect or believe that there has been, or is likely to be, misuse or a security breach of the Mercer OneView website or due to technical, security, maintenance, administrative or other reasons (whether within our control or not). Accordingly, we may from time to time, without incurring any liability to you, temporarily suspend access to and use of any or all of the Mercer OneView website for such periods as we shall determine necessary.

There are certain inherent risks in using the internet and the World Wide Web. By accessing and using the Mercer OneView website you indicate your understanding that there are such risks and that its use cannot be guaranteed to be free from interference by third parties or to remain private and confidential.

Information Disclosed Via Mercer OneView

Any information disclosed to you via the Mercer OneView website including, without limitation, any content, recommendations or specifications, are not offered with any warranty or representation as to accuracy, performance or suitability for your intended purpose or compliance with applicable law. You will exercise due caution, diligence, and prudence in using information supplied through Mercer OneView. Information appearing in the pages of the Mercer OneView website (whether through the Screen Page Information

or otherwise) is not intended to be, nor should it be construed as, and does not constitute an offer, invitation, investment advertisement, solicitation or recommendation by or on our behalf, or by or on behalf of any of our affiliated companies.

Nothing in this site shall constitute financial or other professional advice in any way. We strongly recommend that you seek advice from a financial advisor before making any pension arrangements, financial or investment decisions.

TOTAL COMPENSATION STATEMENT

Information on your Compensation

Mercer OneView via Total Compensation Statement gives you access to certain information concerning your remuneration and other benefits as at the date indicated, including, where applicable, information concerning eg: personal details, total compensation summary, equity benefits, health benefits, death in service benefits and retirement benefits. Such information is given as at the time and subject to the qualifications indicated on the relevant web pages of Total Compensation Statement and in the relevant Screen Page Information. The information available through Total Compensation Statement (including the Employer Benefits Documentation) has been provided by your Employer or third parties acting on behalf of your Employer. Accordingly, Mercer accepts no responsibility or liability (including for indirect, consequential or incidental damages) for any error, omission or inaccuracy in such information.

PENSION PLAN AND PENSION PROJECTION TOOL

Information on your Benefits

Mercer OneView gives you access to information on your fund manager(s) and the benefits in your Pension Plan as at the date indicated. Such information and value(s) are given as at the time and subject to the qualifications (e.g. any pending changes in your current and future investment strategies) indicated on the relevant web pages of the Mercer OneView website and in the relevant Screen Page Information. These value(s) are provided to enable you to decide what you wish to do with such benefits within your Pension Plan. Information used to display investment performance graphs is not provided by Mercer, but by MoneyMate. Mercer accepts no responsibility or liability (including for indirect, consequential or incidental damages) for any error, omission or inaccuracy in such information. Such information is provided subject to the qualifications and the MoneyMate restrictions displayed on the investment performance graphs of the Mercer

OneView website. You should follow the instructions carefully and provide the necessary authorisation requested to enable a change in your current and future investment strategy to be completed.

Pension Projections

In the case of your Pension Plan and where authorised by your employer, the Mercer OneView website enables you to generate pension projections. Because the projections are based on a number of underlying assumptions, the projections are designed for illustrative purposes only. There is no promise or guarantee that your pension will be paid at any of the rates shown. Your individual circumstances may vary considerably from the assumptions used and your actual pension could be higher or lower than the amounts illustrated. We recommend that you run a new projection at least once every three years to take account of actual historic experience and changes in assumptions.

It is important that you understand that the projections do not confer any guarantee in relation to the ultimate benefits which you will receive. Your final benefits will depend on the actual level of investment return recorded, contributions paid and the actual cost of purchasing benefits at retirement. Furthermore, the range of results projected is not exhaustive and the actual outcome may be outside the projected range.

Processing Updates

Where authorised by your employer, the Mercer OneView website enables you to update your Pension Plan information on Mercer OneView including but not limited to (a) updating contribution rates on your Pension Plan, (b) updating personal details, (c) updating contact information, and (d) updating beneficiaries. Such updates and authorisations are subject to the terms and other information displayed on the relevant web pages of the Mercer OneView website and in the relevant Screen Page Information as well as the following conditions:

1. You irrevocably authorise us to act upon all update authorisations issued through Mercer OneView without us taking any further steps to verify them. If you have any queries in relation to your Mercer OneView update authorisations, you should contact the Just ASK Helpline on 1890 275 275.
2. You acknowledge that your update authorisations can only be effective from the time of receipt by the Mercer OneView server and that they will either be activated forthwith or as otherwise indicated on the relevant web pages of the Mercer OneView website, or in the relevant Screen Page Information, and that there may be time delays from the moment of transmission of the update authorisation over the internet and its receipt by the Mercer OneView server. On

receipt of a validly authorised update authorisation, confirmation of the update instruction will be displayed on the relevant screen.

3. When you use Mercer OneView to update your personal details and/or contact information in respect of your Pension Plan information, such updates are limited to that Pension Plan only and not to any other Pension Plan administered by Mercer. Your personal details and contact information as recorded by Mercer OneView in respect of your Share Scheme will not be updated. To update your contact information for the purposes of your Share Scheme you need to use the updating facility in the "My Contact Details" area of the "My Personal Details" page of the Share Scheme section of the Mercer OneView website.

Changing your Current and Future Investment Strategy on your Pension Plan

Where authorised by your employer, Mercer OneView enables you to change or alter your current investment strategy by moving some, or all, of your existing assets into different funds in accordance with the investment choices available to you in the Pension Plan.

Mercer OneView also enables you to change your investment strategy for future contributions by redirecting your future contributions into new or different funds in accordance with the investment choices available to you in the Pension Plan. Changes to your current and future investment strategy are subject to the terms and other information displayed on the relevant web pages of the Mercer OneView website, and in the relevant Screen Page Information, as well as the following conditions:

1. You irrevocably authorise us to act upon all investment strategy change authorisations issued through Mercer OneView without us taking any further steps to verify them. If you have any queries about transactions in relation to your Mercer OneView investment switching and/or splitting you should contact the Just Ask Helpdesk at Lo-Call 1890 275 275.

You acknowledge that your investment strategy change authorisations can only be effective from the time of receipt by the Mercer OneView server and that they will either be activated forthwith or as otherwise indicated on the relevant web pages of the Mercer OneView website, or in the relevant Screen Page Information, and that there may be time delays from the moment of transmission of the switching and/or splitting authorisations over the internet and their receipt by the Mercer OneView server. On receipt of a properly completed investment strategy change authorisation, confirmation of the investment strategy change instruction will be displayed on either the "Future Strategy" or "Pending" screen as appropriate.

2. Investment strategy change authorisations received by the Mercer OneView server will be activated and processed and the authorisations will be forwarded to the fund manager as part of the regular monthly process carried out by Mercer.
3. If you attempt to change an investment strategy change instruction for current investments before the authorisation has been activated and processed, the system will prompt you to delete the current investment strategy change authorisation. If you so elect, the investment strategy change authorisation will be deleted from Mercer OneView and a new investment strategy change authorisation for current assets can then be inputted.
4. If more than one investment change strategy authorisation for future contributions has been received by the Mercer OneView server, whether through Mercer OneView or otherwise, before the date of receipt of your contributions for the Pension Plan, we will effect the most recent investment strategy change instruction for future contributions as is recorded on the Mercer OneView server on the date in question.

SHARE SCHEME

Information on your Benefits

Mercer OneView gives you access to certain information concerning your participation in your Share Scheme as at the date indicated, including share information; enrolment information; current holdings; pending transaction instructions; share accumulation; transaction history; dividend history; contact details; bank details and broker details. Such information is given as at the time and subject to the qualifications (e.g.: any pending transactions) indicated on the relevant web pages of the Mercer OneView website and in the relevant Screen Page Information. Certain information (eg: some share prices, fx rates, etc) are not provided by Mercer, but by Reuters. Mercer accepts no responsibility or liability (including for indirect, consequential or incidental damages) for any error, omission or inaccuracy in such information. Such information is provided subject to the qualifications and the "Reuters restrictions" displayed on the relevant web pages of the Mercer OneView website and in the relevant Screen Page Information.

Enrolment in Share Scheme

When eligible and permitted by your employer the Mercer OneView website enables you to enrol in your Share Scheme. Each enrolment is subject to the terms and other information displayed on the relevant web pages of the Mercer OneView website, and in the relevant Screen Page Information, and also the following conditions: -

- You will be required to signify online that you accept and agree to be bound by the terms of the "Form of Acceptance and Contract of Participation".
- You irrevocably authorise us to record your enrolment choice submitted through Mercer OneView without us taking any further steps to verify it. If you have any queries in relation to your Mercer OneView enrolment choice, you should contact the Just ASK Helpline on 1890 275 275.
- You acknowledge that your enrolment choice is submitted through the Mercer OneView server, and that it will either be recorded forthwith, or as otherwise indicated on the relevant web pages of the Mercer OneView website, or in the relevant Screen Page Information, and that there may be time delays from the moment of transmission of the enrolment choice over the internet and its receipt by the Mercer OneView server. On receipt of a validly submitted enrolment choice, the "Form of Acceptance and Contract of Participation" screen will close and the "Your enrolment confirmation" screen will reflect the updated information.
- The information concerning your enrolment choice submitted by you through Mercer OneView will be provided by us to your employer. You acknowledge and agree that it is the responsibility of your employer to collect all "Salary Foregoing" and to allocate any "Bonus Amount" as finally submitted by you as your enrolment choice through Mercer OneView or as otherwise notified by you to your employer and agreed by your employer and to ensure that those monies are then made available to us for investment in accordance with the terms of the Share Scheme. You agree and accept that Mercer have no liability to you whatsoever for any failure, delay or omission by your employer to collect or allocate such monies.
- You acknowledge that the information recorded on Mercer OneView concerning your enrolment choice (and which information is only available on Mercer OneView between the "Enrolment Start Date" and the "Enrolment End Date") is the enrolment choice last submitted by you through Mercer OneView. It does not reflect any change or adjustment that may otherwise have been notified by you to your employer and agreed by your employer.

Processing Updates

Where authorised by your employer, the Mercer OneView website enables you to update your Share Scheme information on Mercer OneView including (a) updating contact details; (b) updating bank details, and (c) updating broker details. Such updates and authorisations are subject to the terms and other information displayed on the relevant web pages of the Mercer OneView website, and in the relevant Screen Page Information, and also the following conditions:-

1. You irrevocably authorise us to act on all update authorisations issued through Mercer OneView without us taking any further steps to verify them. If you have any queries in relation to your Mercer OneView update authorisations, you should contact the Just ASK Helpline on 1890 275 275.

You acknowledge that your update authorisations can only be effective from the time of receipt by the Mercer OneView server, and that they will either be activated forthwith or as otherwise indicated on the relevant web pages of the Mercer OneView website, or in the relevant Screen Page Information, and that there may be time delays from the moment of transmission of the update authorisation over the internet and its receipt by the Mercer OneView server. On receipt of a validly authorised update authorisation, the update screen will close and the "Personal Details" screen will reflect the updated information.

2. When you use Mercer OneView to update your contact details in respect of your Share Scheme information, such updates are applied to all Share Schemes administered by Mercer. Your personal details and contact information as recorded by Mercer OneView in respect of your Pension Plan will not be updated. To update your personal details and/or contact information for the purposes of your Pension Plan, you need to use the updating facility in the "Contact Information" page of the Pension Plan section of the Mercer OneView website.
3. You acknowledge that it is your responsibility to ensure that the correct account name, sort code and account number details are entered on Mercer OneView when you use Mercer OneView to update your bank details using the update facility in the "My Bank Details" area of the "My Personal Details" page of the Share Scheme section of the Mercer OneView website. When you use Mercer OneView to update your bank details in respect of your Share Scheme information, such updates are applied to all Share Schemes administered by Mercer. You further acknowledge that such details are not verified by us nor the banks, and that an error by you in updating these details may result in a delay in payments to your account in respect of your Share Scheme shares, or in such payments being paid to an unrelated third party account. You accept that we shall have no liability to you if such payments are paid to an unrelated third party account as a result of any such error and that you will be solely responsible for any loss, damage or expense suffered or incurred by you arising from any such payment to an unrelated third party account or arising from any delays or difficulties encountered by you in recovering or reversing such payments.

Other

Links to Third Party Websites

The Total Compensation Statement section of the Mercer OneView website has links to third party websites that have been provided by your Employer. Your use of such third party websites is subject to the terms and conditions of use contained within each of those websites. Access to any other website through the Total Compensation Statement is at your own risk. Mercer is not responsible or liable for the accuracy of any information, data, opinions or statements made on these websites, or the security of any link or communication with those websites. Mercer reserves the right to terminate a link to a third party website at any time. The fact that a link to a third party website is provided does not mean that Mercer endorses, authorises or sponsors that website, nor does it mean that Mercer is affiliated with the third party websites, owners or sponsors. These links are provided merely as a convenience for those who use the Total Compensation Statement section of the Mercer OneView website.

Records

We shall keep electronic records of all authorisations and instructions received and transactions undertaken through Mercer OneView.

In the event of any dispute arising in relation to such matters, the records kept by us shall be prima facie proof of the matters therein for the purposes of resolving such dispute.

You agree that any such records or any other information which we maintain in electronic form concerning such matters should be admissible in any proceedings and that they constitute evidence of the facts contained therein unless evidence to the contrary is adduced.

You also agree that you shall not contest the admissibility of any such electronic records or electronic information so kept in any such proceedings purely on the grounds that they are in electronic form or that they may not be the best evidence available of the matters to which they relate.

Copyright and Reproduction Notice

The information, content, graphics, text, images, buttons, trade marks, service marks, trade names and logos ("the Materials") contained in the Mercer OneView website, are protected by copyright, trade mark, database right, sui generis right, design right and other intellectual property laws, under national laws and international treaties.

You are hereby granted a limited licence solely for your own personal, non-commercial use to download the Materials contained on the Mercer OneView website to a single personal computer, and to print a single hard copy of the Materials contained in this website for your own personal reference, provided however that all copyright, trade mark and other proprietary notices are left intact.

Any other use of the Materials on the Mercer OneView website, including any form of copying or reproduction (for any purposes other than those noted above) modification, distribution, re-publication, extraction, re-utilisation, incorporation or integration with other materials or works or re-delivery using framing technology, without our prior written permission is strictly prohibited and is in violation of our proprietary rights.

Intellectual Property Rights Notice

All trade marks, service marks, trade names and logos contained in the Mercer OneView website belong to us or our affiliated companies as appropriate.

We retain all right, title, interest and intellectual property rights in and to the Materials. Nothing in these terms and conditions shall be construed as conferring by implication, estoppel or otherwise, any licence or right under any copyright, patent, trade mark, database right, sui generis right or other intellectual property or proprietary interest of ours, our affiliates or any third party, to the Materials.

Disclaimers

All use by you of Mercer OneView is at your own risk. You assume complete responsibility for, and for all risk of loss resulting from, your downloading and/or using of, or referring to or relying on, the Materials, or any other information obtained from your use of Mercer OneView. You agree that we and our providers of telecommunications and network services will not be liable for damages arising out of your use or your inability to access and use the Mercer OneView website, and you hereby waive any and all claims with respect thereto, and whether based on contract, tort or other grounds.

The Mercer OneView website is available to all users "as is" without any representations or warranties of any kind, whether express, implied or otherwise. We make no representations, warranties or undertakings that the Mercer OneView website, Mercer OneView, or the server that makes it available, will be free from defects, inaccuracies or typographical errors including, but not limited to viruses or other harmful elements. We accept no liability for any infection by computer virus, bug, tampering, unauthorised access, intervention, alteration or use, fraud, theft, technical failure, error, omission, interruption, deletion, defect, delay or any event or occurrence beyond our control, which

corrupts or affects the administration, security, fairness and integrity or proper conduct of any aspect of Mercer OneView.

We make no representations, warranties or undertakings in connection with Mercer OneView or any of the information or Materials on it (including without limitation, their accuracy, their completeness, quality or fitness for any particular purpose).

We reserve the right to change the content, presentation, performance, user facilities and availability of any part of the Mercer OneView website at our sole discretion, including these terms and conditions of use. Such amendments to Mercer OneView will take effect upon notification to you. We may give you notice of such alterations either by post, by e-mail or by means of start up screens in the Mercer OneView website.

The Mercer investment commentary which is posted on the Mercer OneView website contains confidential and proprietary information of Mercer and is intended for your sole use. The commentary and any opinions on, or ratings of, investment products it contains may not be modified, sold, or otherwise provided, in whole or in part, to any other person or entity without Mercer's written permission.

The commentary contains information on investment management firms that has been obtained from those investment management firms and other sources. Mercer's investment research documents and opinions on investment products (including product ratings) are based on information that has been obtained from the investment management firms and other sources. Mercer gives no representations or warranties as to the accuracy of such information, and accepts no responsibility or liability (including for indirect, consequential or incidental damages) for any error, omission or inaccuracy in such information other than in relation to information which Mercer would be expected to have verified based on generally accepted industry practices.

Any opinions on or ratings of investment products contained in the Mercer commentary are not intended to convey any guarantees as to the future investment performance of those products. You should note that:

1. Past performance cannot be relied upon as a guide to future performance.
2. The value of stocks and shares, including unit trusts, can go down as well as up, and you may not get back the amount you have invested.
3. The value of gilts, bonds, and other fixed income investments including unit trusts can go down as well as up, and you may not get back the amount you have invested.
4. Investments denominated in a foreign currency will fluctuate with the value of the currency.

5. The value of investments in real property can go down as well as up, and you may not get back the amount you have invested. Valuation is generally a matter of a valuer's opinion, rather than fact. It may be difficult or impossible to realise an investment because the property concerned may not be readily saleable.
6. The performance of with-profit policies depends on the profits declared by the insurance company and how these are distributed. Deductions for charges and expenses incurred by the insurance company are greater in the early years, and this affects the amount payable on early surrender.

Limitation of Liability

To the fullest extent permitted by applicable law, neither we nor any of our affiliate companies or any of our directors, employees, affiliates or other representatives will be liable for loss or damages arising out of or in connection with your use of, or your inability to use, any delay in or the performance of Mercer OneView or any of the Materials or the services offered through the Mercer OneView website, including, but not limited to, direct, indirect, incidental, special or consequential loss or damages, loss of data, income, profit or opportunity, loss of or damage to property and claims of third parties arising out of, or in connection with the foregoing, even if we or any of our affiliate companies have been advised of the possibility of such loss or damages, or such loss or damages were reasonably foreseeable.

Security

While all reasonable security precautions have been taken by us, the nature of communication over the internet is such that we cannot guarantee the privacy or confidentiality of any information relating to you passing over the internet. In accessing the Mercer OneView website and in availing of Mercer OneView, you accept that electronic communication and internet use may not be free from interference by third parties and may not remain confidential. The use of Mercer OneView is at your sole risk.

To ensure the privacy and security of your personal data, you must keep confidential your PAC and ensure nobody can observe your screen when you log on to Mercer OneView. Ensure you log off correctly using the Logout button and close your OneView browser windows. This will ensure your session with Mercer OneView has been ended securely.

Jurisdiction and Governing Law

Mercer OneView and the Mercer OneView website is controlled and operated by us from Ireland and the place of performance for all the obligations of the parties under these terms and conditions is Ireland. We do not make any representation that Mercer OneView is appropriate or suitable for use in countries other than Ireland, or that it complies with

any legal or regulatory requirements for such other countries. In accessing the Mercer OneView website and using Mercer OneView, you do so at your own risk, you are responsible for compliance with local laws, to the extent that any local laws are applicable. If it is prohibited to make this Mercer OneView website available or to provide the services offered through the Mercer OneView website in your country or to you (whether by reason of nationality, residence or otherwise) then neither this Mercer OneView website nor the services offered through this Mercer OneView website or any part of them are directed at you. These terms and conditions shall be governed by and construed in accordance with the laws of Ireland, and you hereby irrevocably agree that the Courts of Ireland shall have jurisdiction to hear and determine any action, suit or proceedings that may arise out of or in connection with these terms and conditions.

Dispute Resolution

If you or we fail to reach agreement on any matter pertaining hereto, you or we may, without prejudice to any other rights that you or we may have, agree that the determination of the issue be referred to an expert to be agreed between you and us. If you and we cannot agree on the expert then an expert may be appointed by the President for the time being of the Irish Institute of Pensions Management.

The determination of the expert shall be conclusive and any costs incurred will be apportioned appropriately amongst you and us.

Conflicts of Interest

When advising a client, if it becomes apparent that we have a conflict of interest, our policy is to advise the client of the nature of the conflict and to explain our procedures for dealing with it. We would then seek the written consent of the client before proceeding with the business in question.

Central Bank of Ireland Authorisation and Investor Compensation Information

Mercer (Ireland) Ltd is authorised and regulated as a MiFID investment firm by the Central Bank of Ireland. Mercer is also regulated by the Central Bank of Ireland in respect of its activities as an insurance intermediary.

Mercer is a member of the Investor Compensation Scheme established under the Investor Compensation Act, 1998 ("the Act"). This legislation provides for the establishment of a compensation scheme and to the payment, in certain circumstances, of compensation to certain clients (known as eligible investors) of firms covered by the Act. However, clients should be aware that a right to compensation will only arise where monies or investment instruments owed or belonging to such clients and held, or in the case of investment instruments, administered or managed, by Mercer on their behalf, cannot be returned

either for the time being or for the foreseeable future. In addition, clients should be aware that a right to compensation can only arise in relation to Mercer's regulated activities. In the event that a right to compensation is established under the Act, the amount payable is the lesser of 90% of the client's loss which is recognized as being eligible for compensation, or compensation of up to €20,000. Further information is available from the Central Bank of Ireland.

Complaints Procedure

In the event that you wish to make a complaint against Mercer, you should write to Mercer, Charlotte House, Charlemont Street, Dublin 2. Mercer has in place a written procedure for the effective consideration and proper handling of complaints. All complaints will be acknowledged in writing within five business days of receipt. While the investigation of a complaint is ongoing, you shall receive a regular written update of the investigation at intervals of not greater than 20 business days. Within five business days of the completion of the investigation of a complaint, Mercer shall advise you in writing of the outcome of the investigation. If the complaint has not been satisfied, you may use our dispute resolution procedures set out above and you are entitled to refer the matter to the following:

1. The Financial Services Ombudsman or The Central Bank of Ireland, Dame Street, Dublin 2 in respect of our activities as an Investment Firm.
2. The Pensions Ombudsman or The Pensions Board in respect of all matters relating to occupational pension schemes.

Severance

If any court of competent jurisdiction finds any provision of these terms and conditions to be void or unenforceable for any reason, then such provision shall be ineffective to the extent of the court's finding without affecting the validity and enforceability of any remaining provisions.

Entire Agreement

These terms and conditions represent the entire understanding and agreement between you and us relating to your use of the Mercer OneView website, and supersede any and all prior statements, understandings or agreements whether oral or written, and shall not be modified in accordance with these terms and conditions.