

**JUST RETIREMENT LIMITED TERMS OF BUSINESS FOR FINANCIAL INTERMEDIARIES
EFFECTIVE 22/10/2020**

1. TERMS OF BUSINESS

1.1 These terms of business (the "Terms") are between:

A. Just Retirement Limited (Registered No 05017193) whose registered office is at Enterprise House, Bancroft Road, Reigate, Surrey, England, RH2 7RP ("**JRL**", "**we**", "**us**" and "**our**"); and

B. the Financial Intermediary referred to in the Application Form ("**you**" and "**your**").

1.2 These Terms describe the relationship between you and us and set out the terms and conditions upon which we will accept Business from you with effect from the date above or the date on which Business is accepted by us from you on the basis of these Terms, whichever is the earlier.

1.3 You are not required to sign or acknowledge these Terms in order for them to become effective and binding on you. By conducting Business with us, you agree to our Terms. You should therefore take the time to read these Terms.

1.4 Nothing in these Terms limits our discretion to decline an Application Form, offer different terms on which we accept Business, withdraw Business, change Business (including repricing) or vary the terms and conditions on which Business is provided or withdraw, change or vary the terms and conditions of any type of Business.

1.5 If there is any conflict between the Applicable Laws and these Terms, the Applicable Laws will take precedence.

2. DEFINITIONS

2.1 In these Terms unless the context otherwise requires the following terms shall have the meaning given below.

Accredited Body means the bodies listed in the Glossary in the FCA Rules;

Adviser Charge means a charge due to you from a Customer in relation to the provision of advice and/or related services provided or to be provided by you to such Customer in connection with the Business which is agreed between you and the Customer in accordance with Applicable Laws;

Affiliate means in relation to a body corporate, the ultimate parent undertaking of that body corporate and any subsidiary of such parent undertaking for the time being (where "subsidiary" has the meaning given in section 1159 of the Companies Act 2006 and "parent undertaking" shall have the meaning given in section 1162 of the Companies Act 2006);

Annuitant means any annuitant under Business when such a person is not the Customer;

Applicable Laws	means any law, regulatory requirement or other industry requirement which applies to us and/or you including the Data Protection Legislation, where applicable. For these purposes, a requirement includes rules, guidance or statements of good practice issued by the FCA, HMRC, any regulatory body or Accredited Body which we or you are expected to comply with;
Application Form	means an application for new Business or an application to vary, amend or renew existing Business whether in exercise of a contractual right or not;
Appointed Representative	has the meaning set out in section 39 of the Financial Services and Markets Act 2000;
Bribery and Corruption	means including but not limited to the Bribery Act 2010, previous UK laws (the common law offence of bribery, the Public Bodies Corrupt Practices Act 1889, the Prevention of Corruption Act 1906 as supplemented by the Prevention of Corruption Act 1916 and the Anti-Terrorism, Crime and Security Act 2001), the United Nations Convention against Corruption, the US Foreign Corrupt Practices Act of 1977 as amended, OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and related implementing legislation, any anti-bribery or anti-corruption related provisions in criminal and anti-competition laws and/or anti-bribery or anti-corruption laws in any other jurisdiction relevant to your activities under these Terms;
Business	means the Just Retirement products which may include (but are not limited to) long term insurance and investment business including the life policies, annuities and pension products offered by us from time to time;
Business Day	means a day which is not a Saturday, Sunday or a public holiday in England;
Ceding Scheme	means a pension scheme which pays the Customer's pension fund to us to purchase one of our products;
Commission	means commission at the rate notified to you and which is paid by us to you in respect of the introduction of a Customer;
Confidential Information	means information relating to these Terms, the Business, our products or future product developments, personal data relating to Customers, financial intermediaries and employees of you or us and strategic business information concerning our or your future marketing and business plans;
Customer	means the applicant or prospective applicant for Business on whose behalf you are acting;
Data Protection Legislation	means all privacy laws applicable to any personal data processed under or in connection with these Terms, including, without limitation, all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) (the "GDPR"); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC); the Privacy and Electronic

Communications Regulations 2003 (SI 2003/2426) as amended and any other national legislation that implements or supplements the foregoing and all associated codes of practice and other guidance issued by any applicable data protection authority, all as amended, re-enacted and/or replaced and in force from time to time;

Decency Limit	means the maximum amount of Adviser Charge that we can pay to you as set by us from time to time (unless we agree otherwise in our absolute discretion);
Facilitate	means the process of deduction from the Customer's Business of an Adviser Charge and the payment of it to you according to the Facilitation Agreement and " Facilitated " and " Facilitating " shall be construed accordingly;
Facilitation Agreement	means the agreement (which may be contained in an Application Form for Business or other agreement or instruction acceptable to us) entered into between the Customer and us which sets out instructions from the Customer to pay an Adviser Charge to you out of the Customer's Business;
Financial Intermediary	means a person, firm or company which is either authorised or exempt under the Financial Services and Markets Act 2000 or any other Applicable Laws to carry on activities in relation to Business and who conducts Business with us on behalf of a Customer;
FCA	means the Financial Conduct Authority or any successor or replacement body from time to time which will supervise or regulate any party to these Terms;
FCA Rules	means the FCA's Handbook of Rules and Guidance as amended or replaced from time to time;
HMRC	means HM Revenue and Customs;
Intellectual Property Rights	means patents (including rights in, and/or to, inventions), trademarks, service marks, trade names and business names (in each case including rights in goodwill attached thereto), design rights, rights in and/or to internet domain names and website addresses, semi-conductor topography rights, copyright (including future copyright), database rights, rights in and to Confidential Information (including know how and trade secrets) and all other intellectual property rights in each case subsisting at any time in any part of the world (whether registered or unregistered) and (i) any pending applications or rights to apply for registrations of any of these rights that are capable of registration in any country or jurisdiction, and (ii) any similar or analogous rights to any of these rights, whether arising or granted under the laws of England and Wales or in any other jurisdiction;
Network	has the meaning given in the Glossary to the FCA Rules;
Remuneration	means any Adviser Charge and Commission to be paid to you in accordance with these Terms;

Remuneration Statement	means a statement setting out the Remuneration credited or paid to you in accordance with these Terms;
Representative	means any person who is either an Appointed Representative of yours, your adviser, employee, agent, member or any other person or firm you or your Appointed Representative have engaged to conduct Business with us;
Security Breach	means any actual breach of security leading to the unauthorised or accidental disclosure of or access to any personal data transmitted, stored or otherwise processed by either Party's staff, sub-processors or any other identified or unidentified third party;
Source Funds	means the funds received from Ceding Schemes or the Customer directly which are invested in Business;
Terms	means these terms of business as amended by us from time to time in accordance with these terms of business;
TCF	means the FCA's Treating Customers Fairly initiative and the six TCF outcomes for consumers;
VAT	means United Kingdom Value Added Tax as provided for in the Value Added Tax Act 1994.

- 2.2 The headings of the Clauses and paragraphs are inserted for ease of reference only and shall not affect the interpretation or construction of these Terms.
- 2.3 Use of the singular shall include the plural and vice versa and use of one gender shall include the other genders unless otherwise expressly provided.
- 2.4 References to any statute or statutory provision or regulation includes a reference to that statute or statutory provision or regulation as from time to time amended, extended or re-enacted.
- 2.5 Unless the context otherwise requires, words importing the masculine shall include the feminine and the neuter and the singular shall include the plural and vice versa.
- 2.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

3. **OUR RELATIONSHIP WITH YOU**

- 3.1 These Terms operate between you and us only and they do not create any contractual relationship between us and any director, partner, member, employee, agent, Appointed Representative or Customer of yours. If you are a Network, you will promptly provide to us on our request the names, addresses and business details of any Appointed Representatives and other firms you have engaged to conduct Business with us. We reserve the right not to deal with any such Appointed Representatives and will notify you accordingly. You will give us regular updates of anyone joining or leaving your organisation who submits Business directly to us.
- 3.2 We will assume that any person giving instructions to us on your behalf has the authority to act for you but we reserve the right at our sole discretion to ask for evidence of such authority or confirmation of instructions received.

- 3.3 These Terms are not intended to and do not create any agency, partnership or joint venture between you and us.
- 3.4 If you appoint a Representative, JRL shall not have any direct contractual relationship with this person and shall treat any Business submitted by them as being submitted by you. You shall (i) ensure that your contract with the Representative complies with these Terms in relation to any Business it advises upon in relation to a Customer; and (ii) not allow anything to be done which may imply that you or your Representative are an employee of JRL. For the avoidance of doubt you shall procure that each of your Representatives, comply in full with these Terms as if each Representative were a party to these Terms, and references to "you" and "your" shall include your Representatives, where applicable.
- 3.5 Each party undertakes to act in good faith in relation to the other party for so long as these Terms remain in force and, in particular, but without prejudice to any other term herein, undertakes to discuss any dispute that may arise and seek an amicable settlement in relation to any such dispute. For the avoidance of doubt, this will not prejudice the right of either party to take legal proceedings.

4. **AUTHORISATION AND WARRANTIES**

- 4.1 To conduct Business with us, you warrant that you will:
- 4.1.1 have full authority from the Customer to enable you to act under these Terms;
 - 4.1.2 perform your obligations under these Terms to the standard of skill and care expected of competent professionals performing obligations of the type set out in these Terms;
 - 4.1.3 adhere to all Applicable Laws when performing any of your obligations under these Terms;
 - 4.1.4 maintain all authorisations, licences and consents, required to conduct Business with us and will not act outside the scope of such authorisations, licences and consents;
 - 4.1.5 to the extent reasonably practicable, ensure that any information that you provide to us is accurate to the best of your knowledge and belief;
 - 4.1.6 ensure that your personnel are competent and adequately trained to perform their obligations in connection with these Terms and that you monitor them to ensure such compliance including, where applicable, ensuring that they hold a statement of professional standing from their Accredited Body at all relevant times;
 - 4.1.7 provide such approvals and responses to queries from us as may be reasonably required under these Terms in a timely fashion;
 - 4.1.8 provide any information as may be reasonably requested by us free of charge to assist us to perform our obligations under these Terms;
 - 4.1.9 pass on immediately any documentation we give you for the Customer without making any amendment to it and obtain the Customer's signature where we need it or where otherwise provided; and
 - 4.1.10 pass on immediately any documentation to us which the Customer gives to you in relation to Business and keep copies on your file.

- 4.2 You agree to notify us without delay if you cease to be authorised by the FCA, the scope of your FCA permissions are changed or you are censured, fined or disciplined by the FCA for breach of FCA Rules that could reasonably be viewed as relevant to the operation of these Terms.
- 4.3 We will treat you as your Customer's agent unless you or your Customer tells us otherwise and you must explain to them what this involves. As their agent, you will, whenever appropriate, advise them of all the relevant terms and conditions that apply to the Business placed with us, on the suitability of the Business for them and of the amount of Remuneration you earn or receive from us. We have no, and do not accept any, responsibility for the advice or services you provide to your Customers.
- 4.4 We may carry out credit checks on you and we reserve the right not to conduct further Business with you or to stop the payment of Remuneration if we have any concerns about your credit status.
- 4.5 We place particular importance on ensuring that Business is conducted having due regard at all times to TCF. We will not conduct further Business with you where we believe that there would be a breach of TCF. In order to meet our TCF obligations we may from time to time request information from you concerning your approach to, and compliance with, TCF. You agree to supply us with information that we reasonably request without delay.
- 4.6 At no time will you act as our agent. In addition, you have no authority to do any of the following:
- 4.6.1 sign any document on our behalf;
 - 4.6.2 bind us to any contract with any third party;
 - 4.6.3 accept premiums, contributions or transfers of funds for Business on our behalf or represent yourself as being entitled to do so;
 - 4.6.4 collect information from a Customer or any Annuitant on our behalf as our agent;
 - 4.6.5 vary any Business, Application Form, Facilitation Agreement, endorsement, contract note, certificate of receipt or other document relating to our relationship with a Customer.
- 4.7 You will always act in the Customer's best interests and comply with the FCA Rules on suitability and TCF and ensure all communications with Customers are clear, fair and not misleading in compliance with the FCA Rules (particularly Principle 6 in the FCA Rules).
- 4.8 You will maintain professional indemnity insurance in line with the requirements of the FCA or the Accredited Body you belong to in accordance with the Applicable Laws and will provide evidence of your policy on request and in a format satisfactory to us.

5. **OUR RIGHTS**

- 5.1 We may disclose and/or use any information or data (including personal data) you give us for the purposes of exchanging information, crime prevention, conducting market research, preparing strategic or other marketing plans or gauging product sales or product performance. We may also exchange the information with associated companies, service providers, distributors of our products or agents (who may be located in other countries) with which we have a contractual relationship, or to any party in connection with the approved uses of such information set out above.

- 5.2 In doing so, we will always comply with Applicable Laws and where appropriate we will amend the information or data so as not to identify the Customer or any Annuitant.
- 5.3 We reserve the right to send general communications and information directly to the Customer or any Annuitant and make direct contact with such persons where we consider it appropriate pursuant to Applicable Laws or otherwise, including, but not limited to, when the Customer or you notifies us that you are no longer able to act for the Customer or you are no longer able to act for the Customer in its dealings with us or to advise on Business.
- 5.4 We will contact Customers or any Annuitants from time to time to administer Business with them, deal with their queries and to provide information to them about our Business. We will endeavour to refer Customers of yours to you if they request advice. Nothing in these Terms prevents us from contacting Customers or any Annuitants for any purpose where we have lawfully acquired their details other than via you.

6. **COMMISSION**

- 6.1 We will credit or pay you Commission in accordance with Applicable Laws and only for as long as we are able to do so according to Applicable Laws in respect of Business submitted to us by you for purchase by a Customer and accepted and issued by JRL.
- 6.2 Any Commission due to you shall be the amount notified by us to you in writing. We reserve the right to change the rate of Commission in writing from time to time and will give you notice of such change.
- 6.3 We will be entitled to receive repayment of Commission paid out to you in the event of overpayment of Commission, non-entitlement to Commission or incorrect payment. In addition, Commission is repayable as a debt (whether demanded or not) in the following circumstances:
- 6.3.1 in full if no Source Funds are received for the Business in relation to which the Commission has been paid;
 - 6.3.2 in full if Business is cancelled in the regulatory or contractual cancellation period or cooling-off period;
 - 6.3.3 in full or in part if you receive more Commission than you are due, repayment being the excess Commission amount;
 - 6.3.4 in full or in part where you have been notified by us;
 - 6.3.5 in full or in part where Commission has been paid in circumstances where it should not have been paid under Applicable Laws; or
 - 6.3.6 a Customer's complaint leads to the cancellation or termination of the Business to which the Commission relates.
- 6.4 You will remain liable at all times including after termination of these Terms for debts and reclaims of Commission due to us.

7. **ADVISER CHARGE**

- 7.1 We will Facilitate the payment of an Adviser Charge to you, directly or through a third party, by deducting it from the Business following the receipt or production from you of a Facilitation Agreement. We reserve the right to contact the Customer direct about the Facilitation Agreement and to confirm the Adviser Charge with the Customer direct in such manner as we choose, including whether an on-going service is provided by you.

- 7.2 We reserve the right to determine the flexibility and type of Business from which an Adviser Charge can be Facilitated by us and the Decency Limits and to vary them at our discretion.
- 7.3 We reserve the right to take such steps as we see fit at any time to validate any instruction from a Customer to pay you Adviser Charge and you agree to co-operate with any reasonable request from us to you to assist us to validate such instruction or otherwise deal with the Customer (including but not limited to the production, promptly following our request, of a copy of your invoice to the Customer or the terms of your tariff or fees schedule).
- 7.4 Any Adviser Charge we pay you will be subject to and will follow the principles, rules and guidance of the FCA and/or any Applicable Laws. We will not make any advance payment of Adviser Charges. We will not pay Adviser Charges over a materially different time period or on a materially different basis to that in which we collect the Adviser Charge from the Customer. You agree that you will not arrange or encourage the payment of an Adviser Charge that does not accord with Applicable Laws.
- 7.5 We will apportion the Adviser Charge on a pro rata basis across the Source Funds. If a Source Fund does not complete, we will not pay the proportion of Adviser Charge in respect of that Source Fund. If we do not receive all the Source Funds and there is a shortfall in the total Adviser Charge due to you, it will be up to you to seek payment of your Adviser Charge from the Customer direct in that event. At no time will we be responsible for the non-payment of or shortfall in any Adviser Charge due to you.
- 7.6 We may increase the payment of Adviser Charge, subject to our receiving clear instructions from the Customer to do so (which shall be in the form of a Facilitation Agreement, unless we agree otherwise) and validating such instructions in the manner set out in Clauses 7.1 and 7.3. We will reduce the Adviser Charge on your instruction but not increase any Adviser Charge on your instruction alone.
- 7.7 We will stop paying Adviser Charge when instructed to do so by the Customer or if the Customer has exercised their cancellation rights or a Customer's complaint leads to the cancellation or termination of the Business to which the Adviser Charge relates or at our discretion or, if you are a sole trader, on your death or if the FCA instructs us to do so and we will inform you as soon as reasonably practicable.
- 7.8 We reserve the right to refund any contribution to the Customer or any Source Fund to a Ceding Scheme gross or net of the Adviser Charge at our discretion and you will ensure that the Customer is informed accordingly.
- 7.9 We will only Facilitate an Adviser Charge up to the Decency Limit (unless we determine otherwise, in our absolute discretion) and you will apply to the Customer for any Adviser Charge that we do not Facilitate to you.
- 7.10 We reserve the right not to pay Adviser Charge in respect of any Business from one of your advisers or their family. For the purpose of this Clause 7.10, 'family' includes spouse, partner, civil partner, co-habitee, grandparent, parent, sibling, child, or grandchild (or the spouse or partner of any of those people). You must tell us if Business being submitted is in respect of such adviser or their family.
- 7.11 We will be entitled to receive repayment of Adviser Charge in the following circumstances:
- 7.11.1 in full if Business is cancelled in the regulatory or contractual cancellation period or cooling-off period;
 - 7.11.2 a Customer's complaint leads to the cancellation or termination of the Business to which the Adviser Charge relates.

8. **CEASING TO PAY REMUNERATION**

8.1 We reserve the right to cease paying Remuneration to you in relation to any or all Business or in respect of certain types of Business or particular Business in the following circumstances:

- 8.1.1 if you or we terminate these Terms in accordance with Clause 12 below;
- 8.1.2 if we are notified, or it is reasonable to infer, that you (or your Representative) is no longer acting or has ceased to be permitted to act on behalf of the Customer;
- 8.1.3 if the FCA instructs us to do so;
- 8.1.4 if we have concerns regarding the authority of a partner, director, principal, adviser, member or other representative of yours to represent you or to give us instructions;
- 8.1.5 if there is a dispute between you and another financial intermediary or adviser or a Customer regarding entitlement to Remuneration;
- 8.1.6 if Business is submitted to us in breach of the Applicable Laws or your FCA authorisation and permissions to undertake regulated activities;
- 8.1.7 if there are material changes in your legal identity or constitution;
- 8.1.8 if you or any of your partners, directors, principals or Representatives of yours have been charged with, or convicted of, an offence involving fraud or dishonesty;
- 8.1.9 if, in the case of an Adviser Charge, there are insufficient funds to make the relevant payment;
- 8.1.10 if the Customer has died;
- 8.1.11 if we are unable, acting reasonably, to trace your whereabouts in order to pay Remuneration to your bank account;
- 8.1.12 if a Customer advises us that you no longer act for that Customer; or
- 8.1.13 where we believe that the payment of Remuneration would be in breach of the Applicable Laws or any payment would constitute an unauthorised payment for the purposes of Chapter 3 of Part 4 of the Finance Act 2004.

8.2 You will remain liable to JRL for any reclaims and repayments of Remuneration made by JRL in respect of the Business where a Representative of yours submitted an Application Form in respect of the Business.

9. **METHOD OF PAYMENT**

9.1 We will pay Remuneration due to you to such bank account and at the frequency and in such method as is agreed with us.

9.2 We may defer making payment of any Remuneration to you until such accumulated amount reaches the minimum amount that we may set from time to time for our payment runs. We may review this minimum level from time to time.

9.3 You may ask us to re-direct all or part of your Remuneration to a third party on your behalf. If we agree to do so, we will endeavour to ensure a correct payment is made to the requested third party, but we cannot accept any responsibility for non-payment

(which may be the case if your account with us holds insufficient credit) or an incorrect payment.

- 9.4 If we exercise our right to reclaim any Remuneration from you, we may reclaim from both you and the third party to whom you have requested payment, in the same proportion as the then prevailing split for such re-direction of Remuneration. However, if in our sole discretion we conclude that we cannot recover any reclaimed monies from the third party, you will repay to us the full amount of any reclaimed Remuneration as a debt.
- 9.5 If your account with us is in debt for any consecutive period of two months or more, you shall be deemed to have given us your express consent to inform the third party to whom you have requested us to re-direct any Remuneration accordingly.
- 9.6 Any re-direction of Remuneration by you to a third party is solely as a result of an agreement made between you and such third party. We cannot be deemed to be making any payment itself by way of commission, remuneration, reward or otherwise to such third party in respect of the Business to which the re-directed Remuneration relates.

10. REMUNERATION STATEMENT

- 10.1 We will send you a Remuneration Statement showing the Remuneration and any debt and interest due to us and any set-off made under Clause 11. The Remuneration Statement may be provided in writing, on disk, on tape, in direct online communication or other method of communication as we may determine and will be provided at such frequency as may be agreed between you and us. The Remuneration Statement shall represent a complete record of the Remuneration due to you.
- 10.2 Without prejudice to Clause 13.4, on termination of these Terms, we will reconcile the debits and credits occurring over a period of 3 months from termination. We will provide you with a final statement of account within 30 days thereafter. Any amount due to either party will be paid to the other within 14 days after delivery (or deemed delivery according to Clause 27) of the final statement of account.

11. LATE PAYMENTS AND SET-OFF

- 11.1 In the event that you have a debt due to us, you will settle that debt immediately or by setting off as follows. You agree that we have the right to set off any Remuneration or any other monies due to you from us under these Terms or any other agreement or arrangement with you against any debt howsoever arising that you owe to us or any of our Affiliates.
- 11.2 If you fail to pay any sum due to us under these Terms within 30 days of its due date, we shall be entitled to charge interest on any amount outstanding at the rate of 3 % per annum above the base rate of Barclays Bank plc from time to time, such interest being charged as a separate, continuing obligation and not merging with any judgment.
- 11.3 In the event that at any time you have a debt due to us, we reserve the right to pass this information to the FCA and other financial institutions and to third parties providing data gathering information services on their behalf, such as the Elixir Database maintained by Crif Decision Solutions Limited (or any other database selected by us and maintained by any other agency).
- 11.4 You further agree that you will not seek to recover from a Customer (by way of legal proceedings or through any other means) any or part of any Adviser Charge they requested us to pay to you but which has been used to set off any amount due or payable to us pursuant to Clause 11.1.

11.5 Exercising our rights under this Clause 11 will be without prejudice to any other rights or remedies available to us or that we may have.

12. **TERMINATION**

12.1 We or you may terminate these Terms and our agreement with you at any time by giving the other not less than one month's written notice.

12.2 We may terminate these Terms and our agreement with you with immediate effect by giving written notice to such effect to you in the event of any one or more of the following:

12.2.1 any material breach by you of the provisions of these Terms;

12.2.2 misconduct on your part which is or could be prejudicial to our business or reputation; or

12.2.3 we are advised or we become aware that you have entered into a single-tie arrangement with a third party or any other arrangement where you are no longer able to introduce Business to us.

12.3 These Terms shall terminate immediately without notice on the occurrence of any of the following events:

12.3.1 the revocation or suspension of any party's exempt status under the Financial Services and Markets Act 2000 or authorisation by the FCA as may be applicable; or

12.3.2 you are subject to disciplinary proceedings brought by the FCA or an Accredited Body; or

12.3.3 you are no longer a Network; or

12.3.4 you resign from the FCA; or

12.3.5 you enter into a voluntary arrangement with your creditors, bankruptcy or winding up proceedings are started against you or if a receiver or similar officer is appointed in respect of all or any part of your business or assets or if you unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you enter into liquidation (whether voluntary or compulsory); or

12.3.6 you cease to trade; or

12.3.7 any insolvency proceedings are taken against any of your directors or partners; or

12.3.8 if you are a partnership, that partnership is or is to be dissolved; or

12.3.9 the charging or conviction of any partner, director, employee or agent of you of any criminal offence (other than a minor traffic offence) which in our reasonable opinion has a material adverse effect on these Terms or our business or reputation.

13. **CONSEQUENCES OF TERMINATION**

13.1 If we terminate these Terms under Clauses 12.2 or 12.3 any Remuneration due to you shall cease to become payable under Clause 8.1.1.

- 13.2 For the avoidance of doubt, if we terminate these Terms under Clause 12.1, any Remuneration due to you shall still remain payable unless we determine otherwise in our absolute discretion acting reasonably.
- 13.3 Unless otherwise specified in these Terms, all rights and obligations of the parties under these Terms shall terminate automatically save for:
- 13.3.1 such rights of action as shall have accrued prior to termination (including without limitation any and all actions for any breach of a provision in these Terms);
 - 13.3.2 Clauses 1, 2, 11, 13, 14, 15, 16, 17, 17.1, 19, 20, 21, 25, 26, 27, 28, 29, 30, 31, 32 and 33.
- 13.4 Any outstanding applications for Business shall be properly completed and fulfilled by you as expressly permitted by us.
- 13.5 Notwithstanding Clause 10.2 and without waiting for a final statement of account, you will repay immediately all sums due and outstanding to us as at the date of termination.
- 13.6 Any books, records, papers, documents, computer hardware or software and any other property belonging to us and in your possession, custody or control shall be returned to us immediately upon request and your licence to hold or use the same shall cease upon termination of these Terms.

14. **DISPUTES AND COMPLAINTS**

- 14.1 In the event of a dispute, we will follow the instructions of the Customer but we will not become involved in any dispute between you and the Customer in respect of an Adviser Charge.
- 14.2 If you have any complaint about us, you should follow our complaints procedure which is available at <http://www.justretirement.com/JustAdviser/Important-Information/>

15. **RECORDS**

- 15.1 Each party will keep, or cause to be kept, records relating to the performance of its obligations in connection with these Terms (the "**Records**") for the duration of these Terms and for seven years thereafter.
- 15.2 Subject to Clause 15.1, each party will grant to each other and their agents, upon receiving at least five Business Days' notice, such access as the requesting party and/or its agents may reasonably require to inspect or audit the other party's Records.
- 15.3 Neither you nor we will use the Records or any information provided by the other party for any purposes other than the audit referred to in Clause 15.2 for which the Records or information were provided.
- 15.4 Each party may request that the other party's agents enter into reasonable confidentiality agreements prior to providing them with access to Records.
- 15.5 By accepting a relationship with us, you, your Representatives and any other director, partner or employee of you agree to these checks taking place throughout the duration of the relationship where we, in our sole opinion, feel it is necessary to do so.

16. **INTELLECTUAL PROPERTY RIGHTS**

- 16.1 The "Just Retirement" names and logos (the "**Marks**"), together with all associated goodwill and trade mark registrations in respect of them, belong to JRL and/or our

Affiliates. Nothing in these Terms shall operate to transfer the ownership of any Mark or Intellectual Property Right from us or any Affiliate to you. In the event that ownership of any Mark or Intellectual Property Rights is so transferred, you shall do all things and execute all documents necessary from time to time in order to assign those intellectual property rights to us or our Affiliate. You may only use the Marks for the purposes of advising on, selling or administering and dealing with Business or other related services except where in individual cases we give permission in writing for use for other purposes. The Marks may only be used on material and documents provided by us except where in individual cases permission is given in writing for their use on documents and/or materials produced by or for you.

- 16.4 If permission is given to use a Mark and this permission is later withdrawn, you will stop reproducing or using the Mark and return or destroy at our request all stocks of relevant material.
- 16.5 You will not do, or authorise any third party to do, any act that would or might invalidate or be inconsistent with any Intellectual Property Right that we or any Affiliates hold in such Marks, or which would damage or dilute the value or reputation of the Marks (or any goodwill therein) or that of JRL or our Affiliates.
- 16.6 On termination of these Terms, you may use the Marks solely for the purpose of concluding any Business submitted to us but which has yet to be completed.
- 16.7 All Intellectual Property Rights in all materials, documentation and data (including personal data) we make available to you, or which you access from or via us electronically, whether for your use or the use of Customers belong to JRL or our Affiliates or licensors. You may not reproduce such materials in part or as a whole without our consent except where it is necessary to do so for regulatory or other legal purpose and in such circumstances you will record the number and location of all copies of such materials and take steps to prevent unauthorised copying.

17. DATA PROTECTION AND ELECTRONIC MAIL

- 17.1 Each Party shall act as a Data Controller (as defined in the GDPR) of any personal data relating to a Customer, it warrants and undertakes to the other that:
 - 17.1.1 it has in place, and shall maintain, all necessary notifications in respect of its holding and processing of personal data as required by the Data Protection Laws; and
 - 17.1.2 it shall comply at all times with the Data Protection Laws and shall not do any act or make any omission which puts the other Party in breach of its obligations under the Data Protection Legislation.
- 17.2 The expressions "**data controller**", "**processing**", "**personal data**", "**data processor**", "**data subject**", "**subject access request**", "**supervisory authority**", and "**process**" shall bear their respective meanings given in the Data Protection Legislation and any other grammatical forms of those expressions shall be interpreted accordingly.
- 17.3 The Parties agree to provide reasonable assistance as is necessary to each other to:
 - 17.3.1 enable each party to comply with any subject access requests (whether in relation to access to personal data, rectification, restrictions on processing, erasure or portability) and to respond to any other queries or complaints from their data subjects in accordance with the Data Protection Legislation.
 - 17.3.2 facilitate the handling by the other party of any Security Breach for which the other party is responsible as soon as reasonably practicable upon becoming aware which shall include the party responsible for the breach notifying:

- (a) the relevant supervisory authority, promptly and in any event no later than 72 hours after becoming aware of it; and
- (b) the relevant data subjects without undue delay, where required by the Data Protection Legislation.
- (c) before making a notification under Clause 17.3.2 each party agrees not to make any other announcement or otherwise make public any notice or information about a Security Breach (without the other party's approval, where applicable).
- (d) provide reasonable assistance as is necessary to the other party to respond within a reasonable time to any enquiries from the supervisory authorities in relation to the personal data.

17.4 In respect of any personal data of the Customer that the Financial Intermediary provides or makes available to JRL, prior to providing or making available such data to JRL the Financial Intermediary shall ensure that it has a proper legal basis to transfer the data including, where necessary, by obtaining all appropriate consents from the Customer in respect of the provision and making available such data to JRL and its use by JRL, or other companies within the group of Just companies, any future owners of our business and/or affiliates and/or the agents and service providers of JRL for the purposes of (i) carrying out JRL's obligations and exercising JRL's rights in respect of Business, in accordance with these Terms. For quote requests, the Financial Intermediary shall also ensure that the Customer has been provided with a copy of JRL's data protection notification, as included in the Application Form or any other privacy notification supplied to the Financial Intermediary by JRL for communication to the Customer (a '**Data Privacy Notification**') and that the Customer has provided any consents required by a Data Privacy Notification. JRL shall be a Data Controller of any Customer personal data provided to it by Intermediaries unless the contrary is expressly agreed in writing by the Parties.

17.5 JRL or other companies within the group of Just companies, and any future owners of our business and/ may from time to time contact (by electronic media including via www.justadviser.com/termsofbusiness, email and all third party electronic services supported by Just, fax, phone, post or any other form of communication) the Financial Intermediary with offers or details relating to products or services of JRL or any other Just Group Company (or of any party, or organisation with which JRL or a Just Group Company has a contractual agency or other arrangement) that JRL or such other Just Group Company thinks the Financial Intermediary and/or its customers might be interested in. By signing the Application Form the Financial Intermediary is aware that it will received such offers or details, which are necessary for the operation of the relationship between the Parties. In the case of a Network, the Financial Intermediary warrants that it has authority to consent on behalf of its Network Members or Representatives to receiving such offers or details and can provide JRL with written confirmation of such authority if so requested by JRL.

17.6 To the extent permitted by the Data Protection Laws, JRL or other companies within the group of Just companies, and any future owners of our business and/or affiliates shall be entitled to use any information or data supplied by the Financial Intermediary or its Customers for the purpose of conducting market research, preparing strategic or other marketing plans or gauging product sales and disclose such information and data to third parties in connection with that purpose, to the extent necessary and subject to appropriate security and confidentiality provisions.

18. **INDEMNITY**

18.1 You agree to indemnify us for any loss, cost, fines (including regulatory fines), damage, expense, liability, action, proceedings, claims or demands however arising that we may suffer arising from:

- 18.1.1 any omission or breach of these Terms by you or your failure to comply with the Applicable Laws or otherwise by your negligence wilful default, fraud or breach of duty on your part (including a failure to correctly assess the VAT status of any Adviser Charge); or
- 18.1.2 any omission or breach by your Representatives to comply with these Terms or their failure to comply with Applicable Laws or otherwise by their negligence wilful default, fraud or breach of duty on their part (including a failure to correctly assess the VAT status of any Adviser Charge); or
- 18.1.3 a decision by the FCA, Financial Ombudsman Service (or its successor or replacement from time to time), any other regulatory body or court that we are liable to pay a claim to a Customer or any Annuitant arising as a result of any omission or breach of these Terms by you or your failure to comply with Applicable Laws or otherwise by your negligence wilful default, fraud or breach of duty in disclosing pre-contractual information from a Customer in relation to his or her Application Form to us; or
- 18.1.4 any claim by a Customer or any Annuitant that you or your Representative (if applicable) should not have received an Adviser Charge or you have been overpaid an Adviser Charge; or
- 18.1.5 if you or your Representative (if applicable) take Commission payments to which you were not entitled; or
- 18.1.6 you or your Representative (if applicable) providing advice to a Customer who has agreed to or engaged you to provide a non-advised service to him.
- 18.1.7 any liability we incur under tax legislation (including, without limitation, for any unauthorised payment surcharge and/or scheme sanction charge, as defined in the Finance Act 2004) as a consequence of any payment or Remuneration constituting an unauthorised payment for the purpose of the Finance Act 2004.

19. **LIABILITY**

- 19.1 Nothing in these Terms shall exclude or limit the liability of either party:
 - 19.1.1 for fraud, fraudulent misrepresentation, bribery, deceit, dishonesty;
 - 19.1.2 for death or personal injury resulting from its negligence;
 - 19.1.3 in respect of any other liability which cannot be excluded or limited by Applicable Laws.
- 19.2 Each party excludes liability to the other for any indirect, special, incidental or consequential loss or damage howsoever arising in respect of these Terms.
- 19.3 Subject to Clauses 19.1 and 19.2, our maximum liability to you under these Terms whether in contract, tort, restitution or otherwise shall not exceed £250,000 in the aggregate except in relation to payment or repayment of Remuneration.
- 19.4 For the avoidance of doubt we are liable to Customers and any Annuitants under our own separate arrangements and contracts with each of them and accordingly any and all such liability shall not fall under any provision of these Terms.

20. **CONFIDENTIALITY**

- 20.1 You undertake that for the duration of these Terms and thereafter you will keep confidential and (except for the purposes of these Terms) will not use or (without our

prior written consent) disclose to any third party any Confidential Information which may be disclosed or become known to you. You undertake to us to take all steps as shall from time to time be necessary to ensure compliance with this Clause 20 by you.

20.2 Clause 20.1 does not apply to Confidential Information which:

20.2.1 is or becomes at any time after that date publicly known other than by the your breach of these Terms;

20.2.2 you can show to our reasonable satisfaction to have been known by you before disclosure by us to you (other than as a result of a breach of any obligation of confidentiality);

20.2.3 is or becomes available to you otherwise than pursuant to these Terms and free of any restrictions as to its use or disclosure;

20.2.4 is required to be disclosed by Applicable Laws.

21. **MONEY LAUNDERING**

21.1 In providing regulated services to Customers and introducing Business to us, you are responsible for compliance with Applicable Laws governing the prevention of money laundering and terrorist financing (including the FCA's rules and guidance, the Money Laundering Regulations 2007, the Proceeds of Crime Act 2002 and the Terrorism (United Nations Measures) Order 2009 or other applicable money laundering or terrorist financing legislation) and with the Joint Money Laundering Steering Group's Guidance Notes for the Financial Sector.

21.2 In accordance with such legislation and regulation, you will operate effective screening processes to guard against making economic resources available to sanctioned individuals or entities. In addition, you will obtain and accurately record appropriate evidence of the identity of all Customers and any other third parties introduced to us by you. You will forward to us a confirmation of verification of identity for all relevant parties, in order to satisfy your own and our obligations under applicable legislation and regulation governing the prevention of money laundering and terrorist financing. In accepting a confirmation of verification of identity, we are, for the purposes of Regulation 17(1) of the Money Laundering Regulations 2007, placing reliance on you to undertake the Customer due diligence.

21.3 Further, we reserve the right to carry out random checks on Customer identity evidence and other Customer information held by you. You should on request and as soon as practicable, forward to us relevant copies of any identification and verification data and other relevant documents on the identity of the Customer and other third parties, which you obtained when undertaking Customer due diligence.

21.4 It is our policy to comply with all the legal obligations imposed on us in connection with Bribery and Corruption. To the extent that any such applicable Bribery and Corruption obligations apply to you, your business or your officers or employees in any relevant jurisdiction, in providing regulated services to Customer and introducing business to us, you represent that you, your business and your officers and employees are compliant and will remain compliant with such Bribery and Corruption obligations and that you will have in place adequate and effective procedures and regularly audit and monitor such procedures to prevent a breach of any such compliance and report promptly to us in writing any breaches of such compliance (including where there is a suspicion of a breach or an allegation of a breach) which are or may be relevant to our Terms.

22. **VAT**

- 22.1 Payments of Commission are inclusive of any applicable VAT or any similar or replacement tax, duty, levy or impost.
- 22.2 For the purposes of these Terms, we will treat all payments of Adviser Charge Facilitated by us to you as if they were VAT exempt. However, in the event that any service provided by you to the Customer carries VAT, we will treat any payment of Adviser Charge Facilitated by us to you as inclusive of any such VAT (and we will not, therefore, add any amount in respect of such VAT to the Adviser Charge).
- 22.3 You should ensure the Customer is aware of the provisions of this Clause 22 and keep your own records and evidence to support the VAT treatment of your services provided to the Customer and we will not provide any such records or evidence to you. Assessment of the VAT status of any Adviser Charge is your responsibility and we will not in any circumstances be responsible for any error or mistake made in relation to such assessment.
- 22.4 We will treat all instructions from the Customer to pay an Adviser Charge to you as including VAT where applicable at the rate prevailing at the time of the payment and taking into account any changes to the rate of VAT howsoever occurring. Therefore, you should arrange your services to ensure that no further instructions from the Customer are required where the rate of VAT has changed and there is a change to the amount of Adviser Charge Facilitated by us.
- 22.5 You will inform us at the time you place Business with us if the Customer is resident in the United States of America for tax purposes. This is so that we are able to fulfil obligations under the Foreign Account Tax Compliance Act to the extent that we accept any such obligations and if and where the said Act may apply to Business placed with us.

23. **TUPE**

- 23.1 If as a result of the commencement of these Terms there is deemed to take place the transfer of an undertaking ("**Transfer**") for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or any similar or successor laws or regulations ("**TUPE**") so that any contract of employment or any of your employees has effect as if made between such employee and JRL (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be subject to the provisions of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005) (such employee hereafter referred to as a "**Transferring Employee**") then:
- 23.1.1 you shall at your own expense, work in good faith with us in performing all actions required pursuant to the Transfer, including (but not limited to) co-operating in the conduct of any pre-transfer information or consultation process;
- 23.1.2 all employment costs in respect of the period up to and including the Transfer date (whether or not due for payment at that date) will be your responsibility; and
- 23.1.3 you shall indemnify and keep us indemnified from and against all claims, actions, proceedings, damages, compensation, awards, fines, costs (including reasonable legal costs), expenses and all other liabilities whatsoever incurred by us directly or indirectly in connection with:
- (a) the termination of employment of any Transferring Employee by us;

- (b) any act or omission by you in respect of any such Transferring Employee on or prior to the date on which the Transfer is deemed to have taken place ("**Transfer Date**");
- (c) any failure by you to give accurate and full Employee Liability Information concerning the Transferring Employees in accordance with Regulation 11 of TUPE;
- (d) any claim by any of the Transferring Employees that such person is entitled to take redundancy and/or early retirement benefits pursuant to the terms of any pension scheme; and
- (e) any claim (whenever arising) by any person other than the Transferring Employees employed or engaged by the you arising from or in connection with any act or omission by you.

PROVIDED THAT you shall not have any liability under this Clause 23 unless we shall have first consulted with you and acted in accordance with the your reasonable instructions before taking any action in connection with any Transferring Employee including without limitation the termination of the employment of any such Transferring Employee.

23.2 On the termination of these Terms (in whole or in part):

23.2.1 you will, and will procure that any successor product provider ("**Replacement Product Provider**") to us will employ those persons employed by us wholly or mainly in connection with the provision of the Business to you and who are so employed at the termination date with continuity preserved with effect from the termination date on substantially the same terms and conditions; and

23.2.2 you will, and will procure that any Replacement Product Provider will provide us with any information that we may require in order to comply with our obligations to inform and consult with our employees in accordance with our obligations under TUPE. You will keep indemnified and hold us harmless from and against all claims, actions, proceedings, damages, compensation, awards, fines (including reasonable legal costs) expenses and all other liabilities incurred by us arising out of or in connection with (whether directly or indirectly) any failure by you or Replacement Product Provider (as appropriate) to provide sufficient information to us to enable us to comply with our information and consultation obligations under TUPE on the termination of these Terms.

24. **CHANGES TO THESE TERMS**

24.1 Just may change these Terms at any time. Any variations to these Terms will be communicated to you via www.justadviser.com/tob and varied Terms will take precedence over these Terms and will apply to Business submitted under these Terms. It is your responsibility to check the url www.justadviser.com/tob periodically and prior to submitting Business to ensure that you are familiar with any variations that we make to these Terms.

24.2 Any changes to these Terms will not change the Commission due to you, which will be notified to you in accordance with Clause 6.2.

25. **NON-SOLICITATION**

During the duration of these Terms and for a period of two years thereafter, you must not directly or indirectly contact or solicit employees, officers or directors of JRL or any of its Affiliates. However, this Clause 25 shall not apply to situations where employees,

officers or directors of JRL or its Affiliates have responded to general recruitment campaigns by you and without any direct or indirect inducement from you.

26. ASSIGNMENT AND SUBCONTRACTING

26.1 You may not sub-license, assign or transfer in any way any rights, liabilities and/or obligations under these Terms on a temporary or permanent basis to any third party without our prior written consent.

26.2 We reserve the right to assign any of our rights or delegate any of our obligations under these Terms to any part of any group of which we form part.

27. NOTICES

Any notice under these Terms will be given in writing and signed by or on behalf of the party giving it and may be hand delivered (including courier), or sent by first class registered post. Notice will be deemed to have been given on the day of delivery unless it is not a Business Day, in which case delivery will be deemed to be given at 10am on the next Business Day. We will send notices to you at your last known business address. You will send notices to us to Legal Department, Just Retirement, Enterprise House, Bancroft Road, Reigate, Surrey, England, RH2 7RP.

28. SEVERANCE

If any provision or part of any provision is declared void, voidable, illegal or unenforceable, then it will be deemed deleted from these Terms and the remaining provisions will continue to be valid and enforceable to the fullest extent permitted by law.

29. WAIVER

29.1 Any failure to exercise or any delay in exercising a right or remedy provided by these Terms or at law or in equity will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the provisions of these Terms will not constitute a waiver of any other breach and will not affect the other provisions of our Terms.

29.2 The rights and remedies provided by these Terms are cumulative and (except as otherwise provided in these Terms) are not exclusive of any rights or remedies provided at law or in equity.

30. RIGHTS OF THIRD PARTIES

Neither we nor you intend that any provision of these Terms should be enforceable by any person who is not a party to it and their successors in title and permitted assignees. The Contracts (Rights of Third Parties) Act 1999 will not apply to these Terms.

31. ENTIRE AGREEMENT

31.1 These Terms constitute the entire agreement and understanding between us and you in respect of the matters dealt with in them and supersede, cancel and nullify any previous terms of business between us and you relating to such matters.

31.2 You acknowledge and agree that in entering into these Terms, you do not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) by us other than as expressly set out in these Terms.

32. **NATURE OF RELATIONSHIP**

Nothing in these Terms should be construed as indicating or giving rise to a joint venture, agency or partnership. You will not sign or amend any documents or policies on our behalf, and will not make any statements or promises or representations of any kind which bind or purport to bind us, and you will not hold yourself out as having authority to make any such representation.

33. **LAW AND JURISDICTION**

These Terms are governed and construed by the laws of England and Wales and are subject to the English courts which will have exclusive jurisdiction over any dispute that arises in connection with them.

34. **EMAIL COMMUNICATIONS**

Email communications are not necessarily secure, and may be intercepted or changed after they are sent. We do not accept any liability where such communications are changed or are not delivered