

**PARTNERSHIP LIFE ASSURANCE COMPANY-LIMITED TERMS OF BUSINESS FOR
FINANCIAL INTERMEDIARIES EFFECTIVE 17.04.2023**

1. TERMS OF BUSINESS

1.1 These Terms are entered into between:

A. **Partnership Life Assurance Company Limited** (No. 5465261) whose registered office is at Enterprise House, Bancroft Road, Reigate, Surrey, England, RH2 7RP ("**Just**", "**we**", "**us**" and "**our**"); and

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

1.2 Just is a trading name of Partnership Life Assurance Company Limited which is a part of the Just Group.

1.3 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.

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

1.5 These Terms apply to the exclusion of all other terms and conditions and supersede all previous terms of business issued by us to you. You are requested to retain these Terms of Business for future reference.

1.6 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.

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

2. DEFINITIONS AND INTERPRETATION

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;

Advice means the provision of a 'personal recommendation' (as that term is defined 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);
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 (including the FCA Rules), HM Revenue and Customs, any regulatory body or Accredited Body which we or you are expected to comply with;
Applicant	means a Customer who makes a submission to Just on an Application Form in respect of a Product;
Application Form	means the application form that you submit to Just for and on behalf of a Customer in respect of a Product;
Appointed Representative	has the meaning set out in section 39 of FSMA;
Authorised	means authorised pursuant to section 31 of FSMA and "Authorisation" shall be interpreted accordingly;
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 long term insurance business that Just carries on from time to time (including the Products);

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;
Client Money	has the meaning given to that term in the Client Assets sourcebook (also known as CASS) of the Handbook, as may be amended or replaced from time to time;
Completion	means inception of the risk of a Product;
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;
Consumer Duty	means the FCA's Consumer Duty to achieve good outcomes for consumers as set out in the FCA Rules, in particular PRIN2A;
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, the Data Protection Directive 95/46/EC (as the same may be superseded by the General Data Protection Regulation 2016/679 (the " GDPR ")), the Privacy and Electronic Communications Directive 2002/58/EC and all national legislation implementing or supplementing 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);
Electronic Services	means all services in respect of or in connection with the Business provided by Just through electronic media from time to time, including via www.justadviser.com/termsofbusiness , email and all third party electronic services supported by Just;

ERC	means the Equity Release Council, being the organisation formerly known as 'Safe Home Income Plans' or 'SHIP'.
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;
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 (including its glossary of terms) and Guidance as amended or replaced from time to time;
Financial Intermediary	means a person, firm or company which is either Authorised or exempt under FSMA or any other Applicable Laws to carry on activities in relation to Business and who conducts Business with us on behalf of a Customer;
FSMA	means the Financial Services and Markets Act 2000 as may be amended and/or replaced from time to time;
Intellectual Property Rights	means any 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;

Just Group	means an Affiliate of Just, including Just Group plc and its Affiliates and "Just Group Company" shall be interpreted to include a company within the Just Group;
Network	has the meaning given in the Glossary to the FCA Rules;
Network Member	means a Representative of a Network;
Party	means each of the parties to these Terms, and 'Parties' shall be construed accordingly;
Payment Date	means in respect of a Product the date on which the Adviser Charge in respect of that Product shall become due to you, being the date falling six weeks after Completion;
Permission	means one or more permissions granted under Part IV of FSMA to carry on Regulated Activities;
Products	means our products which may include (but are not limited to) long term insurance products offered for sale from time to time;
Quote Request Form	means the quote request form that you submit to us for and on behalf of a Customer in respect of a Product;
RAO	means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001;
Registration Form	means the form that you may be required to submit to Just in order to open an account with Just;
Regulated Activity	has the meaning given to that term in the RAO;
Regulator	means the FCA and Prudential Regulation Authority (PRA) and/or any relevant local regulatory agency, body or authority, or their successors appointed as regulators of any Business;
Representative	means any person who is: (i) an Appointed Representative of yours; or (ii) your adviser, employee, agent, member or any other person or firm you or your Appointed Representative have engaged to conduct Business with us;
Rules	means all laws, regulations, rules, duties and obligations that apply to or are relevant in connection with these Terms and, in particular, FSMA and the current Regulator's rules and guidance contained in the FCA Rules, current requirements within the Money Laundering Regulations, Bribery Act, Fraud Act, Data Protection Laws and (where the Business conducted under these Terms relates to

regulated mortgage business) the, ERC Rules and SHIP Rules, as may each be amended and/or replaced from time to time;

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;

SHIP Rules

means the code of conduct, standards, principles, rules and guidance issued by the ERC (and, in particular, the SHIP Standards Board which forms part of the ERC), as may be amended and/or replaced from time to time;

Source Funds

means the funds received from Ceding Schemes or the Customer directly which are invested in Business;

Statement

means a statement of your account with Just, as produced and issued by us to you within six weeks of Completion in respect of a Product, such statement showing any Adviser Charge payable in respect of that Product;

Submission

means the submission of an Application Form in respect of a Product;

TCF

means the FCA's Treating Customers Fairly initiative and the six TCF outcomes for consumers;

Terms

means these terms of business and the Statements in each case as may be amended by us from time to time in accordance with Clause 23; and

VAT

means United Kingdom Value Added Tax as provided for in the Value Added Tax Act 1994.

- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.

- 2.7 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 AND ACCEPTANCE OF BUSINESS

- 3.1 Just reserves the right, at its discretion, not to accept any application for a Product from you or a Customer (or anyone acting on your or their behalf).

- 3.3 Just will only accept Business (whether on its account or on behalf of anyone else) from you (or anyone acting on its behalf) if you have the requisite Permissions.

- 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 If you appoint a Representative, we shall not have any direct contractual relationship with this person and shall treat any Business submitted by them as being submitted by you. We reserve the right not to deal with any such Representatives and will notify you accordingly. 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 or agent of Just. 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. The foregoing shall also apply to any financial intermediary that is a Network in respect of its Network Members as if references in this Clause 3.3 to Representatives were to such Network Members.

- 3.4 We may send information to Customers directly regarding the Product that they have purchased or applied to purchase. We may also contact Customers for research purposes. If we do this we will (where we decide it is appropriate) send a copy of the relevant communication or information sent to the Customer to you for your information.

- 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, 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. YOUR OBLIGATIONS, AUTHORISATIONS AND WARRANTIES

- 4.1 To conduct Business with us, you warrant, represent and undertake that you will:

- 4.1.1 have full authority from the Customer to enable you to act under these Terms;
- 4.1.2 are Authorised by the Regulator and have all requisite Permissions in respect of Business that you submit to Just;
- 4.1.3 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, which shall include acting honestly and professionally and using all due skill and care when acting for the Customer, including ensuring where applicable that the Product is suitable for the Customer;

- 4.1.4 always act in the Customer's best interests and shall conduct Business at all times in accordance with the Rules and ensure all communications with Customers are clear, fair and not misleading in compliance with the Rules;
 - 4.1.5 adhere to all Applicable Laws when performing all of your obligations under these Terms;
 - 4.1.6 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;
 - 4.1.7 in relation to the Business, you (and your agent or your Representative or Network Members) will not hold any Client Money on behalf of us without our prior written consent;
 - 4.1.8 ensure that any information that you provide to us is accurate to the best of your knowledge and belief and advise us as soon as you are aware that such information is or becomes untrue and/or incomplete;
 - 4.1.9 ensure that your personnel are competent and adequately trained to perform their obligations in connection with these Terms and to advise Customers on the Products 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;
 - 4.1.10 provide such approvals and responses to queries from us as may be reasonably required under these Terms in a timely fashion;
 - 4.1.11 provide any information as may be reasonably requested by us free of charge to assist us to perform our obligations under these Terms;
 - 4.1.12 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
 - 4.1.13 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 shall inform us immediately in writing of any material change in your circumstances, including (without limitation) the following:
- 4.2.1 any material misconduct on the part of you or your agent or Representative or Network Member for which you are responsible (including any misconduct which could be reasonably viewed as prejudicial to the Business or our reputation);
 - 4.2.2 any cessation or suspension of your business (or intended cessation or suspension) or any change in circumstances that is likely to materially affect the ability of you to perform your obligations under these Terms, including if you are a partnership, that partnership is or is to be dissolved;
 - 4.2.3 you or any of your directors, partners, owners, shareholders or controllers becomes bankrupt, insolvent or enter into receivership, liquidation or administration or any form of composition or arrangement with you or your creditors (as applicable);

- 4.2.4 you, your agent, Representative or Network Member or any owner, director, partner, shareholder, controller or employee of any of them are charged with or convicted of a criminal offence involving fraud or dishonesty or a criminal offence which is likely to have a material adverse effect on these Terms, our business or our reputation;
- 4.2.5 you cease to be Authorised by the Regulator, the scope of your Permissions are changed or you are censured, fined or disciplined or become subject to any disciplinary action by the Regulator, ERC or any other applicable regulatory body whether in relation to you, your agent, Representative or Network Member or any owner, director, partner, shareholder, controller or employee of any of them.
- 4.3 You shall, upon request, provide us with such assistance as is reasonably required to enable us to deal with any complaint(s), including those referred to the Financial Ombudsman Service (or its successor or replacement from time to time).
- 4.4 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.
- 4.5 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 the Adviser Charge if we have any concerns about your credit status.
- 4.6 We place particular importance on ensuring that Business is conducted having due regard at all times to ensuring fair outcomes for customers and conduct risk. We will not conduct further Business with you where we believe that there would be a breach of TCF. In order to meet our obligations in relation to delivering good customer outcomes and appropriately managing conduct risk we may from time to time request information from you concerning your approach to, and compliance with relevant regulations. You agree to supply us with information that we reasonably request without delay. You will always act in the Customer's best interests and comply with the FCA Rules on suitability, conduct and TCF and ensure all communications with Customers are clear, fair and not misleading in compliance with the FCA Rules.
- 4.7 You will take all reasonable action to ensure that you are adequately prepared for and compliant with the implementation of the Consumer Duty which comes into effect on 31 July 2023.
- 4.8 In order enable you to meet your Consumer Duty obligations we shall provide to you sufficient, adequate and reliable information about the products that are part of the Business including our value assessment of such products are required under FCA Rules in order for you to:
- 4.8.1 understand the characteristics of the product;
- 4.8.2 understand the identified target market;
- 4.8.3 consider the needs, characteristics and objectives of any retail customers in the target market with characteristics of vulnerability;
- 4.8.4 identify the intended distribution strategy for the product; and
- 4.8.5 ensure the product will be distributed in accordance with the needs, characteristics and objectives of the target market.

- 4.9 Where you set up or implemented a distribution strategy this must be consistent with our intended distribution strategy the identified target market as notified to you by us.
- 4.10 You will upon request, provide us with relevant information including, where appropriate, sales information and information on your reviews of the product distribution arrangements which shall include verifying that you are only distributing each product to the identified target market.
- 4.11 Where you identify an issue following a review, it will make appropriate amendments to the product distribution arrangements for products in the Business. Where harm has been identified, you will take appropriate action to mitigate the situation and prevent any further harm and you will promptly inform us and any other relevant person in the distribution chain about any action taken.
- 4.12 At no time will you act as our agent. In addition, you have no authority to do any of the following:
- 4.12.1 sign any document on our behalf;
 - 4.12.2 bind us to any contract with any third party;
 - 4.12.3 accept premiums, contributions or transfers of funds for Business on our behalf or represent yourself as being entitled to do so;
 - 4.12.4 collect information from a Customer on our behalf as our agent; or
 - 4.12.5 vary any Business, Application Form, Facilitation Agreement, endorsement, contract note, certificate of receipt or other document relating to our relationship with a Customer.
- 4.13 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.
- 5.3 We reserve the right to send general communications and information directly to the Customer 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 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 for any purpose where we have lawfully acquired their details other than via you.

6. ADVISER CHARGES

- 6.1 In respect of each Product that is submitted to us by you for purchase by a Customer and accepted and issued by Just, Just may (at its discretion and where applicable for a particular type of Product) and upon the instruction of the Customer (which must be expressly provided by the Customer to Just in a Facilitation Agreement), directly or indirectly, Facilitate the payment of an Adviser Charge in respect of that Product by deducting the Adviser Charge from the investment funds or premium received by Just in relation to the Product and paying it to you on behalf of the Customer.
- 6.2 You shall be responsible for agreeing the amount and method of payment for all Adviser Charges with the Customer.
- 6.3 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). You shall promptly obtain, upon request, any further confirmation or validation required by us in respect of any instruction for us to Facilitate the payment of an Adviser Charge for and on behalf of the Customer.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 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.
- 6.8 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.
- 6.9 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 6.1 and 6.3. We will reduce the Adviser Charge on your instruction but not increase any Adviser Charge on your instruction alone.
- 6.10 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.
- 6.11 We will be entitled to receive repayment of Adviser Charge in the following circumstances:

- 6.11.1 in full if Business is cancelled in the regulatory or contractual cancellation period or cooling-off period;
 - 6.11.2 a Customer's complaint leads to the cancellation or termination of the Business to which the Adviser Charge relates; or
 - 6.11.3 as a result of Clause 7.1, we would have been entitled not to pay such Adviser Charge but have made such payment either by mistake or owing to the facts or circumstances giving rise not being known by us prior to us making the payment.
- 6.12 You shall make disclosure of any remuneration received by you from us in accordance with the Rules.

7. CEASING TO PAY ADVISER CHARGE

- 7.1 We reserve the right to cease paying Adviser Charges to you in relation to any or all Business, or in respect of certain types of Business, or particular Business, in the following circumstances:
- 7.1.1 if you or we terminate these Terms in accordance with Clause 10 below;
 - 7.1.2 if we are notified, or it is reasonable to infer, that you (or your agent or Representative or Network Member) are no longer acting or have ceased to be permitted to act on behalf of the Customer;
 - 7.1.3 if the FCA instructs us to do so;
 - 7.1.4 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;
 - 7.1.5 a dispute arises between you and another financial intermediary or third party about, or another person has a valid claim to, an Adviser Charge. In the event of such a dispute or claim, we will have discretion to decide to whom such an Adviser Charge will be payable and are entitled to withhold payment pending resolution of the dispute or claim;
 - 7.1.6 if Business is submitted to us in breach of the Applicable Laws or your Authorisation or Permissions to undertake regulated activities;
 - 7.1.7 if there are material changes in your legal identity or constitution;
 - 7.1.8 if we are prevented from making a payment of an Adviser Charge by operation of the Rules;
 - 7.1.9 if you have irrevocably relinquished your right to the Adviser Charge for that Business in favour of another financial intermediary;
 - 7.1.10 there are insufficient funds to make the relevant payment;
 - 7.1.11 if the Customer has died;
 - 7.1.12 if you are a sole trader, on your death;
 - 7.1.13 if you or any of your directors, partners, owners, shareholders or controllers become bankrupt, insolvent or enter into receivership, liquidation or administration or any form of composition or arrangement with your or their creditors (as applicable);

- 7.1.14 if you, your agent, Representative or Network Member or any owner, director, partner, shareholder, controller or employee of any of them are charged with or convicted of a criminal offence involving fraud or dishonesty or a criminal offence which in our reasonable opinion has a material adverse effect on these Terms or our business or reputation;
 - 7.1.15 if Business is submitted to Just in breach of the Applicable Laws or its Regulator Authorisation and Permissions to undertake regulated activities;
 - 7.1.16 if we are unable, acting reasonably, to trace your whereabouts in order to pay an Adviser Charge to your bank account;
 - 7.1.17 if a Customer advises us that you no longer act for that Customer;
 - 7.1.18 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;
 - 7.1.19 where we believe that the payment of an Adviser Charge 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;
 - 7.1.20 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;
 - 7.1.21 in respect of any Business from one of your advisers or their family. For the purpose of this Clause, 'family' includes spouse, partner, civil partner, cohabitee, 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; and
 - 7.1.22 at our discretion.
- 7.2 You will remain liable to us for reclaims and repayments of Adviser Charges made by us in respect of Products where an agent, Representative or Network Member of yourselves submitted the Application Form to us in respect of the Product.
- 7.3 We will notify you of any refusal to pay an Adviser Charge in accordance with Clause 7.1 in writing or by Electronic Service.

8. PAYMENT, LATE METHOD OF PAYMENT AND SET-OFF

- 8.1 In respect of each Product, we shall supply in writing or by Electronic Service a Statement to you within six weeks of Completion. The Statement shall show the Adviser Charge and any debt and interest due to us and any set-off made under this Clause . The Statement shall be the conclusive record of any Adviser Charge due to you from us in respect of that Product.
- 8.2 Any Adviser Charge payable by us in accordance with these Terms shall be paid by us on the relevant Payment Date.
- 8.3 We may defer making payment of any Adviser Charge 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.
- 8.4 Payment by us of the Adviser Charges in accordance with these Terms shall constitute full discharge of the obligations of us to pay Adviser Charges under these Terms. If you (including, for the avoidance of doubt, a Network) appoint an agent or Representative

or Network Member, any Adviser Charge payable by us will only be paid by us to you. You will be solely liable and responsible for any Adviser Charge payments to your agents, Representatives and/or Network Members. In particular, we have no liability to account to any other person for any amount Adviser Charges.

- 8.5 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 Adviser Charge 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.
- 8.6 If either party fails to pay any sum due to the other party under these Terms within 30 days of its due date, the other party 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.
- 8.7 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 Just us and maintained by any other agency).
- 8.8 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 8.5.
- 8.9 Exercising our rights under this Clause 8 will be without prejudice to any other rights or remedies available to us or that we may have.

9. VAT

- 9.1 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).
- 9.2 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.
- 9.3 You should ensure the Customer is aware of the provisions of this Clause 9 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.
- 9.4 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

10. **TERMINATION**

- 10.1 Either Party may terminate these Terms and the commercial relationship between ourselves that is governed by them) at any time by giving the other Party not less than three (3) months' written notice.
- 10.2 We may terminate these Terms (and the commercial relationship between ourselves that is governed by them) with immediate effect by giving written notice to such effect to you in the event of any one or more of the following:
- 10.2.1 any material breach by you of the provisions of these Terms;
 - 10.2.2 misconduct on your part which is or could be prejudicial to our or the Just Group's business or reputation;
 - 10.2.3 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;
 - 10.2.4 happening of any of the events referred to in Clause 4.2.
- 10.3 These Terms (and the commercial relationship between ourselves that is governed by them) shall terminate immediately without notice on the occurrence of any of the following events:
- 10.3.1 the revocation or suspension of any party's exempt status under the FSMA or Authorisation by the FCA, as may be applicable;
 - 10.3.2 you are subject to disciplinary proceedings brought by the FCA or an Accredited Body;
 - 10.3.3 you are no longer a Network;
 - 10.3.4 you resign from the FCA;
 - 10.3.5 you are 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 if we reasonably believes that to be the case;
 - 10.3.6 you stop carrying on all or a significant part of your business, or indicate in any way that you intend to do so;
 - 10.3.7 you cease to trade;
 - 10.3.8 you become subject to:
 - (a) a moratorium under Part A1 of the Insolvency Act 1986;
 - (b) a company voluntary arrangement under the Insolvency Act 1986;
 - (c) a restructuring plan under Part 26A Companies Act 2006;
 - (d) a scheme of arrangement under Part 26 Companies Act 2006;
 - 10.3.9 you have a receiver, manager, administrator or administrative receiver appointed over all or any part of your undertaking, assets or income;

- 10.3.10 you have a resolution passed for your winding up;
- 10.3.11 you have a petition presented to any court for your winding up or an application is made for an administration order, or any winding-up or administration order is made against you;
- 10.3.12 you have a freezing order made against you;
- 10.3.13 any insolvency proceedings are taken against any of your directors or partners;
- 10.3.14 if you are a partnership, that partnership is or is to be dissolved;
- 10.3.15 any event occurs, or proceeding is taken, in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in Clauses 10.3.5 to 10.3.14;
- 10.3.16 you take any steps in anticipation of, or have no realistic prospect of avoiding, any of the events or procedures described in Clauses 10.3.5 to 10.3.14, including, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process;
- 10.3.17 your financial position deteriorates so far as to reasonably justify the opinion that your ability to give effect to the terms of these Terms is in jeopardy; or
- 10.3.18 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.

11. **CONSEQUENCES OF TERMINATION**

- 11.1 Upon termination, you shall:
 - 11.1.1 promptly return to Just, as soon as reasonably practicable, any books, records, papers, documents, computer hardware or software and any other property belonging to Just and in your possession, custody or control (including any confidential information) and your licence to hold or use the same shall cease upon termination of these Terms;
 - 11.1.2 immediately cease any and all promotion of the Business; and
 - 11.1.3 immediately repay all monies owing to us at the date of termination or arising thereafter.
- 11.2 If we terminate these Terms under Clause 10.2 or these Terms automatically terminate under Clause 10.3 any Remuneration due to you shall cease to become payable under Clause 7.1.1.
- 11.3 For the avoidance of doubt, if we terminate these Terms under Clause 10.1, any Adviser Charge due to you shall still remain payable unless we determine otherwise in our absolute discretion acting reasonably. If such Adviser Charge remains payable, we will, subject to and in accordance with Clause 6, pay to you the Adviser Charge in respect of each Product that is submitted to us by you for purchase by a Customer prior to the date of termination and accepted and issued by us:
 - 11.3.1 prior to termination; or

- 11.3.2 after the date of termination but prior to the date that the quotation provided by us in respect of each such Customer expires.
- 11.4 Unless otherwise specified in these Terms, all rights and obligations of the parties under these Terms shall terminate automatically save for:
 - 11.4.1 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); and
 - 11.4.2 Clauses 1, 2, 7, 8.5 to 8.9, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22 and 24 to 32 and any other provision which by its nature is intended to survive termination.
- 11.5 Any outstanding applications for Business shall be properly completed and fulfilled by you as expressly permitted by us.

12. INDEMNITY AND INSURANCE

- 12.1 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 or a Just Group Company may suffer arising from:
 - 12.1.1 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
 - 12.1.2 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
 - 12.1.3 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 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
 - 12.1.4 any claim by a Customer that you or your Representative (if applicable) should not have received an Adviser Charge or you have been overpaid an Adviser Charge; or
 - 12.1.5 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 them; or
 - 12.1.6 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.
- 12.2 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.

13. LIABILITY

- 13.1 Nothing in these Terms shall limit the liability of either Party:

- 13.1.1 for death or personal injury resulting from its negligence;
 - 13.1.2 for fraud, fraudulent misrepresentation, bribery, deceit, dishonesty; or
 - 13.1.3 in respect of any other liability which cannot be excluded or limited by Applicable Laws.
- 13.2 Subject to Clause 13.1, we will only be liable to you for reasonable losses arising directly as a result of negligence, fraud or wilful default by us.
- 13.3 Subject to Clause 13.1, Just will not be liable to you for any (whether direct or indirect):
- 13.3.1 loss of profit, loss of business opportunity, loss of anticipated revenue or savings, loss of or damage to data and/or loss of or damage to goodwill; and/or
 - 13.3.2 indirect, special, incidental or consequential loss or damage,
- that arises out of or in connection with these Terms (whether such liability arises under any statute or in contract, restitution, statute, tort or otherwise).
- 13.4 Subject to Clauses 13.1, 13.2 and 13.3, Just's total aggregate liability to you under or in connection with these Terms (whether such liability arises under whether in contract, tort, restitution, statute or otherwise) shall be limited to £100,000.
- 13.5 For the avoidance of doubt, we are liable to Customers 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. We have no, and do not accept any, responsibility for the advice or services you provide to your Customers.
- 13.6 The warranties and conditions stated in these Terms are in lieu of all other conditions, warranties or other terms that might be implied into or incorporated into these Terms whether by statute, common law or otherwise, all of which are hereby excluded to the extent permitted by law.
- 13.7 If any provision contained in this Clause 13 is held to be invalid it shall be deemed to be omitted, but if either Party thereby becomes liable for loss or damage which would otherwise have been excluded or limited, such liability shall be subject to the remaining provisions set out in this Clause 13.

14. **INTELLECTUAL PROPERTY RIGHTS**

- 14.1 The "Just Retirement" names and logos (the "**Marks**"), together with all associated goodwill and trade mark registrations in respect of them, belong to Just and/or a Just Group Company. Nothing in these Terms shall operate to transfer the ownership of any Mark or Intellectual Property Right from Just or a Just Group Company 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 Just or a Just Group Company. 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.
- 14.2 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.
- 14.3 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.

- 14.4 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 Just and/or a Just Group Company hold in such Marks, or which would damage or dilute the value or reputation of the Marks (or any goodwill therein) or that of Just and/or a Just Group Company.
- 14.5 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.
- 14.6 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 Just or a Just Group Company 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.

15. DATA PROTECTION AND ELECTRONIC MAIL

- 15.1 Each Party shall act as a data controller of any personal data relating to a Customer, it warrants and undertakes to the other that:
 - 15.1.1 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 Legislation; and
 - 15.1.2 it shall comply at all times with the Data Protection Legislation 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.
- 15.2 The parties agree to provide reasonable assistance as is necessary to each other to:
 - 15.2.1 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.
 - 15.2.2 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 15.2.2 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.
- 15.3 In respect of any personal data of the Customer that you provide or make available to Just, prior to providing or making available such data to Just, you shall ensure that you have 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 Just and its use by Just, or the Just Group, any future owners of

our business and/or affiliates and/or the agents and service providers of Just for the purposes of carrying out Just's obligations and exercising Just's rights in respect of Business, in accordance with these Terms. For quote requests, you shall also ensure that the Customer has been provided with a copy of Just's data protection notification, as included in the Quote Request Form and/or Application Form or any other privacy notification supplied to you by Just for communication to the Customer (a '**Data Privacy Notification**') and that the Customer has provided any consents required by a Data Privacy Notification. For Submissions, you shall also ensure that the Customer has been provided with a copy of Just's Data Privacy Notification, as included in the Application Form or otherwise provided and that the Customer has provided any consents required by such a Data Privacy Notification. Just shall be a Data Controller of any Customer personal data provided to it by you unless the contrary is expressly agreed in writing by the Parties.

- 15.4 Just or the Just Group, and any future owners of our business may from time to time contact (by Electronic Service, fax, phone, post or any other form of communication) you with offers or details relating to products or services of Just or any other Just Group Company (or of any party, or organisation with which Just or a Just Group Company has a contractual agency or other arrangement) that Just or such other Just Group Company thinks you and/or your customers might be interested in. By signing the Application Form, you are aware that you will receive such offers or details, which are necessary for the operation of the relationship between the Parties. In the case of a Network, you warrant that you have authority to consent on behalf of your Network Members or Representatives to receive such offers or details and can provide Just with written confirmation of such authority if so requested by Just.
- 15.5 To the extent permitted by the Data Protection Legislation, Just or other Just Group Companies, and any future owners of our business and/or affiliates shall be entitled to use any information or data supplied by you or your 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.
- 15.6 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.

16. TRANSFER OF BUSINESS

- 16.1 Any transfer of Business to another financial intermediary is subject to our prior written agreement which we may withhold at our sole discretion, including (and by way of example only) where we do not receive Customer confirmation under Clause 16.2 or where the person that you propose to transfer the relevant Business to is not Authorised by the Regulator to conduct such Business.
- 16.2 We may require confirmation from each Customer that they consent to the transfer of such Business to another financial intermediary.
- 16.3 In the event of a proposed transfer of Business to you from another person, our agreement to any such transfer is subject to your acceptance of: (i) all Business held by the person that is selling or transferring such Business; and (ii) all potential Adviser Charge liability relating to that Business. We are not obliged to accept partial transfers of Business.
- 16.4 We are not obliged to agree to any assignment of a right to receive an Adviser Charge that is independent of an assignment of the Business to which such Adviser Charge relates.

17. CONFIDENTIALITY

- 17.1 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.
- 17.2 Clause 17.1 does not apply to Confidential Information which:
- 17.2.1 is or becomes at any time after that date publicly known other than by the your breach of these Terms;
 - 17.2.2 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);
 - 17.2.3 is or becomes available to you otherwise than pursuant to these Terms and free of any restrictions as to its use or disclosure;
 - 17.2.4 is required to be disclosed by Applicable Laws.
- 17.3 In the event that Just merges or is party to an acquisition with a third party, you acknowledge that data (including Customer personal data) will be shared with the relevant company.
- 17.4 You undertake to us to take all steps as shall from time to time be necessary to ensure compliance with this Clause 17 by you.

18. MONEY LAUNDERING AND BRIBERY & CORRUPTION

- 18.1 You shall comply at all times with all current Rules and industry guidance relating to the prevention of financial crime.
- 18.2 You shall be responsible, as agent of the Customer, for:
- 18.2.1 verifying the identity of the Customer and all other relevant parties;
 - 18.2.2 recording and preserving supporting evidence of the identity of the Customer and any relevant third parties; and
 - 18.2.3 recording and preserving the methods used to verify the identity of the Customer and any relevant third parties in accordance with current Rules and any additional requirements of Just relating to financial crime prevention (as notified to you by Just from time to time).
- 18.3 Identification documentation in respect of Applicants shall be provided to us with every Application Form and such documentation shall be certified as a true copy of the original by a person deemed suitable by the Parties (as may be agreed from time to time as between the Parties) to certify such copy documents having regard to legal requirements and the policies of Just. If you complete a 'Confirmation of Verification of Identity' form, or provide confirmation of identity in another form, you consent to us placing reliance on your assurance that the identity of the individual named in the confirmation has been verified. The application will not proceed until this verification of identity has been received.
- 18.4 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, all UK Anti-Money Laundering and Countering Terrorist Financing Regulations and the Proceeds of Crime Act 2002 or other applicable money laundering or terrorist financing legislation)

and with the Joint Money Laundering Steering Group's Guidance Notes for the Financial Sector.

- 18.5 In accordance with such legislation and regulation, you will comply with all relevant sanctions and orders of HM Treasury's consolidated list of financial sanctions targets and operate effective screening processes to identify sanctioned individuals and take appropriate measures if sanctioned individuals are identified before submitting any Business to us. In addition, you will obtain and accurately record appropriate evidence of the identity of all Customers, or any person acting on behalf of the Customer, 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 UK Anti-Money Laundering Regulations, placing reliance on you to undertake the Customer due diligence.
- 18.6 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.
- 18.7 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.

19. MODERN SLAVERY

- 19.1 In performing your obligations under the Terms, you shall:
- 19.1.1 comply with all Applicable Laws and codes relating to anti-slavery and human trafficking, including, but not limited to, the Modern Slavery Act 2015;
 - 19.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
 - 19.1.3 include in any future contracts with your direct subcontractors and suppliers provisions which are at least as onerous as those set out in this Clause 19;
 - 19.1.4 notify us as soon as you become aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with these Terms; and
 - 19.1.5 maintain a complete set of records to trace the supply chain of all services provided to us in connection with these Terms; and permit us and our third party representatives to inspect your premises, records, and to meet your personnel to audit your compliance with your obligations under this Clause 19.
- 19.2 You represent and warrant that you have not been convicted of any offence involving slavery and human trafficking; nor have you been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

19.3 We may terminate these Terms and our agreement with you with immediate effect by giving written notice to you if you commit a breach of this Clause 19.

20. TUPE

20.1 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 Just- (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:

20.1.1 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;

20.1.2 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

20.1.3 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 20 unless we shall have first consulted with you and acted in accordance with 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.

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

20.2.1 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

20.2.2 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 Just 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.

21. DOCUMENTS, COMMUNICATION AND RECORDS

21.1 You shall only make:

21.1.1 quote requests to Just using the pro forma Quote Request Form provided to it by Just from time to time; and

21.1.2 Submissions using the pro forma Application Form provided to it by Just from time to time.

21.2 You shall pass on to Just immediately and without amendment any documents provided by the Customer in relation to a Submission. You shall also pass on to the Customer immediately and without amendment any document supplied by Just for the benefit of the Customer and/or for the purposes of Completion (or any subsequent Completion).

21.3 Just may supply and accept documents using the Electronic Services but is not obliged to do so. Just may make Electronic Services available to you or use Electronic Services in connection with the Business conducted between the parties. Where Just makes available to you, or uses, an Electronic Service in connection with such Business these Terms shall apply to the Electronic Service together with any additional specific terms of use we notify to you from time to time in respect of the Electronic Service.

21.4 Access to the [Just Group plc adviser website at www.justadviser.com] is subject to any terms and conditions displayed on such website.

21.5 You will not:

21.5.1 issue any circular, advertisement, leaflet or other promotional material about Just or otherwise use the name, trading style or logo of Just (whether on electronic or printed media or otherwise), unless Just has supplied the document or approved it in writing; or

21.5.2 change or issue any Application Form, offer, contract, endorsement, note, certificate of receipt or other document unless Just has approved the relevant document in writing.

21.6 You will indemnify Just from and against all liability, loss, damage and/ or expense of whatever nature incurred or suffered by Just and/or any Just Group Company arising from you:

21.6.1 advising Customers on Business in circumstances where you do not have the requisite Permissions to provide such advice;

21.6.2 providing incorrect information to Customers;

21.6.3 omitting to provide information in relation to the Products to Customers; and/or

21.6.4 failing to pass on documents to Customers in accordance with Clause 21.2.

- 21.7 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.
- 21.8 Subject to Clause 21.7, 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.
- 21.9 Neither Party shall use the Records or any information provided by the other Party for any purposes other than the audit referred to in Clause 21.8 for which the Records or information were provided.
- 21.10 Each Party may request that the other Party's agents enter into reasonable confidentiality agreements prior to providing them with access to Records.
- 21.11 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.

22. DISPUTES AND COMPLAINTS

- 22.1 In the event of a dispute, Just will follow the instructions of the Customer but Just will not become involved in any dispute between you and the Customer in respect of an Adviser Charge.
- 22.2 If you have any complaint about Just, you should follow Just's complaints procedure which is available at [www.justretirement.com/JustAdviser/Important-Information].

23. CHANGES TO THESE TERMS

- 23.1 Just may vary these Terms at any time. Any variations to these Terms will be communicated to you via [www.justadviser.com/tob] (or any other website notified to you by us from time to time) 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 (or any other website notified to you by Just) periodically and prior to submitting Business to ensure that you are familiar with any variations that we make to these Terms.

24. 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 Just or any of its Affiliates. However, this Clause 24 shall not apply to situations where employees, officers or directors of Just or its Affiliates have responded to general recruitment campaigns by you and without any direct or indirect inducement from you.

25. ASSIGNMENT AND SUBCONTRACTING

- 25.1 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.
- 25.2 We reserve the right to assign any of our rights or delegate any of our obligations under these Terms to another Just Group Company without your prior written consent.

26. 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.

27. 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.

28. WAIVER

28.1 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.

28.2 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.

29. RIGHTS OF THIRD PARTIES

The Parties do not 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.

30. ENTIRE AGREEMENT

30.1 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.

30.2 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.

31. NATURE OF RELATIONSHIP

Nothing in these Terms shall be construed as indicating or giving rise to the relationship of principal and agent, 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.

32. GOVERNING LAW AND JURISDICTION

32.1 These Terms and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

32.2 Each party irrevocably agrees that the English courts shall have exclusive jurisdiction over any dispute or claim that arises out of or in connection with these Terms, their subject matter or formation (including non-contractual disputes or claims).