

## **Terms of business for Intermediaries**



If you do business with any of the companies listed below, this will be taken as an indication that you have agreed to the following terms of business and none of the companies listed below will be bound by any terms of business or other contractual documentation sent by you or on your behalf from time to time unless the relevant company expressly agrees in writing to be so bound. The Platform offers different Products which may be provided by Canada Life or a third party from time to time.

## UK business

### Bonds & Annuities

#### Canada Life Limited

Individual Business  
Canada Life Place  
Potters Bar  
EN6 5BA  
Tel: 0345 722 6232  
Email: Adviserpayments@canadalife.co.uk

### Pensions

#### MGM Advantage Life Limited

PO Box 4993  
Worthing  
BN99 4AE  
Tel: 0800 032 7689  
Email: adviserservices.ra@canadalife.co.uk

### Protection

#### Canada Life Limited

Individual Protection  
3 Rivergate  
Temple Quay  
Bristol  
BS1 6ER  
Tel: 0345 305 7407  
Email: IPP.agency@canadalife.co.uk

#### Canada Life Limited

Group Insurance  
3 Rivergate  
Temple Quay  
Bristol  
BS1 6ER  
Tel: 0345 223 8000  
Email: groupagency@canadalife.co.uk

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## International business

### Canada Life International Limited

Canada Life House  
Isle of Man Business Park  
Douglas  
Isle of Man  
IM2 2QJ  
Tel: +44 (0) 1624 820200  
Email: FMagency@canadalifeint.com

### CLI Institutional Limited

Canada Life House  
Isle of Man Business Park  
Douglas  
Isle of Man  
IM2 2QJ  
Tel: +44 (0) 1624 820200  
Email: FMagency@canadalifeint.com

### Canada Life International Assurance (Ireland) DAC

Canada Life House  
Isle of Man Business Park  
Douglas  
Isle of Man  
IM2 2QJ  
Tel: +44 (0) 1624 820200  
Email: FMagency@canadalifeint.com

## Terms of business (as at August 2020)

### 1.0 Scope

- 1.1 This Agreement is made between the Company and the Intermediary and supersedes any previous terms of business or arrangement between the parties. This Agreement sets out the conditions upon which the Company may accept Business from the Intermediary.
- 1.2 Clients introduced to the Company by the Intermediary may become Clients of the Company, and enter into a client agreement with the Company, even if the Intermediary is the person who normally deals with the Company on behalf of those Clients. The Intermediary will continue to provide advice and other services to those Clients.
- 1.3 The Company reserves the right, at its discretion, not to accept an Application from the Intermediary. Reasons that the Company may refuse an Application from the Intermediary include (but are not limited to) where the Intermediary ceases to be Authorised, fails to maintain the Professional Standards at all times or demonstrates a failure to observe principles relating to the 'fair treatment of customers'.
- 1.4 The Intermediary will remain the agent of its Clients in relation to all aspects of the Products provided by the Company until this Agreement is terminated or until the Company is notified that the Intermediary is no longer acting on the Client's behalf. The Intermediary must explain to the Client what this involves. The Intermediary will, whenever appropriate, advise the Client of all the relevant terms and conditions that apply to the relevant Product, on the suitability of the Product and Investments for the Client and agree any applicable Adviser Charge with the Client. We will have no responsibility for the advice or other services the Intermediary provides to its Clients.
- 1.5 In relation to any Product made available to Clients on the Platform, the Intermediary will ensure that it has all relevant authority necessary, acting as agent for its Clients, to appoint a Discretionary Manager to manage Clients' Investments held in connection with the relevant Product in accordance with the Model Portfolios.
- 1.6 The Intermediary does not act as the agent of the Company and has absolutely no authority to enter into any contract or engagement or make any representation or warranty on behalf of or pledge to credit or settle any claim against or otherwise bind the Company.
- 1.7 The Company shall not be obliged to perform any of its obligations under this Agreement if the Company reasonably believes that such performance would cause the Company to breach the Rules.
- 1.8 When we communicate with you in your own capacity we will treat you as an "investment professional", as defined under the financial promotions Rules.
- 1.9 In this Agreement:
  - 1.9.1 '**Adviser Charge**' means any fee, agreed by the Intermediary and a Client, for advice and related services provided by the Intermediary to the Client in respect of the Fee-based Business.
  - 1.9.2 '**Adviser Charge Payments**' means an amount in respect of an Adviser Charge deducted from a Product in accordance with the Company's arrangements with the relevant Client.
  - 1.9.3 '**Agreement**' means these Terms and the Schedules, as amended from time to time, and any other document agreed between the parties and stated to be incorporated into this agreement.
  - 1.9.4 '**Anti-Money Laundering Regulations**' means the Rules relating to money laundering in the Territory, any applicable European Council Directives or any Intermediary membership rules under the Financial Action Task Force, the identification process required under the Joint Money Laundering Steering Group, and rules under the Guidance Notes issued by the Joint Money Laundering Steering Group (2017) or any other anti-money laundering obligations applying in the Territory to the Company which the Company has notified to the Intermediary.
  - 1.9.5 '**Application**' means any application for a Product made by the Intermediary, submitted on behalf of the Client.
  - 1.9.6 '**Authorised**' means:
    - (a) authorised to act as an Intermediary (or as a broker or professional adviser of insurance or investment products) by the Regulating Authority and where applicable regulated by a DPB;or
    - (b) where an Intermediary is not required to be authorised by a Regulating Authority in relation to the Business, the Intermediary is required to carry on business in accordance with standards of practice applicable to the Company and in such manner that the Intermediary is and remains compliant with the Rules.
  - 1.9.7 '**Business**' means the business of the Company in relation to the Products, which is either Commission-based Business or Fee-based Business.

- 1.9.8 **‘Client’** means a retail client introduced by the Intermediary to the Company in relation to the Business.
- 1.9.9 **‘Commission’** means the payment(s) which is permitted to be made by the Company to the Intermediary on Commission-based Business as consideration for the introduction of the Client to the Company once such Commission-based Business has been accepted, and which is not an Adviser Charge.
- 1.9.10 **‘Commission-based Business’** means the arrangement of a Product where either:
- (a) you have not provided investment advice (as defined in the FCA Rules) in relation to that Product; or
- (b) you have provided advice in relation to that Product and are permitted by the Rules to be remunerated by way of Commission.
- 1.9.11 **‘Company’** means the company or companies shown on page 2 and is or are the party(ies) to this Agreement with the Intermediary.
- 1.9.12 **‘Data Protection Regulations’** means the data protection rules, laws and codes in the Territory in relation to the processing of Personal Data.
- 1.9.13 **‘Discretionary Manager’** means a discretionary investment manager providing the service of portfolio management (within the meaning of the FCA Rules) in connection with Investments.
- 1.9.14 **‘DPB’** means any applicable designated professional body in the Territory.
- 1.9.15 **‘Fund’** means any collective investment undertaking which the Company distributes and which will be authorised or recognised by the Financial Conduct Authority in the United Kingdom.
- 1.9.16 **‘Fund Manager’** means the fund manager of a Fund.
- 1.9.17 **‘FCA Rules’** means the Financial Conduct Authority’s Handbook of Rules and Guidance as in force from time to time.
- 1.9.18 **‘Fee-based Business’** means the arrangement of a Product for a Client where the Intermediary has provided financial advice in relation to that Product and is prevented by the Rules from being remunerated by way of Commission.
- 1.9.19 **‘Group Company’** means the Company’s holding company and any subsidiary of its holding company.
- 1.9.20 **‘Information’** means Personal Data, other data and information relating to the Intermediary including but not limited to any applicable agency account, any debt related information, the Intermediary’s conduct and relevant information in relation to the Intermediary’s relationship with the Company in respect of the Business and any other information and Personal Data supplied to the Company by the Intermediary.
- 1.9.21 **‘Interest Rate’** means 8% each year above the base rate of the UK Bank of England or equivalent jurisdiction calculated on a daily basis.
- 1.9.22 **‘Intermediary’** means a person, firm or company authorised under the Financial Services and Markets Act 2000 or any other applicable Rules in the Territory who has agreed to be bound by the terms of this Agreement and, for the purpose of this Agreement, “Intermediary” includes, where appropriate, the Intermediary’s partners, directors, employees, appointed representatives and any person for whom the Intermediary is responsible.
- 1.9.23 **‘Investment’** means any investment that a Client makes, or has the option to make, in connection with a Product provided to that Client.
- 1.9.24 **‘Model Portfolio’** means a model portfolio selected by an intermediary on an advisory basis or created by a Discretionary Manager in connection with its discretionary management service provided to Clients in respect of Investments.
- 1.9.25 **‘Official’** means an administrator, an administrative receiver, a trustee, a liquidator, a trustee in bankruptcy or other similar appointed official.
- 1.9.26 **‘Own Life Policy’** means a policy relating to the life of any principal, director, partner or employee of the Intermediary or any of the Intermediary’s appointed representatives, and/or any “close relative” of such persons (as defined in the FCA Handbook).
- 1.9.27 **‘Payment Due’** means any payment due to the Intermediary from the Company in the form of Commission and excluding any Adviser Charge Payments.

- 1.9.28 **'Personal Data'** has the meaning given in the Data Protection Act 2018 or the Data Protection Legislation in the Territory, as applicable in the circumstances;
- 1.9.29 **'Personal Pension Scheme'** means a scheme or arrangement which is not an occupational pension scheme or stakeholder pension scheme whose effect is to provide benefits on retirement, or reaching a particular age, or termination of employment.
- 1.9.30 **'Platform'** means the electronic platform made available by the Company to the Intermediary as part of the Services for the benefit of the Client in relation to the Business.
- 1.9.31 **'Policy'** means any policy in relation to which the Client is a policyholder or beneficiary and which is made available to Clients as part of the Business.
- 1.9.32 **'Product'** means each product made available to a Client by the Company.
- 1.9.33 **'PROD'** means any Rules relating to the manufacture or distribution of any Product or Investment and to which the Company or the Intermediary is subject.
- 1.9.34 **'Professional Standards'** means the requisite standard of qualifications and skills required from the Intermediary to provide investment and other regulated advice to the Clients as imposed by the Regulating Authority and/or the DPB.
- 1.9.35 **'Regulating Authority'** means the relevant body or bodies or their successors responsible for the Rules and regulating the parties in the Territory.
- 1.9.36 **'Relevant Personal Data'** means the Personal Data and any Special Categories of Personal Data described at Clause 12 to be shared by the Intermediary with the Company.
- 1.9.37 **'Rules'** means, in relation to the Territory, all:
- (a) applicable laws and enactments; and
  - (b) regulations, regulatory policies and guidelines of the Regulating Authority or any other applicable body or the Intermediary's DPB; and
  - (c) industry codes which are in force from time to time; and
  - (d) policies and procedures of the Company that have been notified to the Intermediary during the term of this Agreement.
- 1.9.38 **'Schedule(s)'** means the charges and fees documents and any other schedules to these Terms, provided to the Intermediary by the Company (including the notes thereto and the general notes endorsed thereon) as subsequently amended or reissued from time to time.
- 1.9.39 **'Services'** means the use of any of the Company's electronic services and related websites (including all third party electronic services supported by the Company).
- 1.9.40 **'Terms'** means these terms of business.
- 1.9.41 **'Territory'** means, as applicable:
- (a) the country or countries in which the Intermediary is Authorised to act as an Intermediary; and
  - (b) the country or countries in which the Company operates or from which the Company has agreed to accept business.
- 1.9.42 **'VAT'** means value added tax or any equivalent tax chargeable in the UK or in the the relevant Territory.
- 1.9.43 **'Warranties'** means the matters warranted in section 10 below.
- 1.9.44 **'Controller', 'Data Subject', 'Personal Data', 'processing', 'Processor', 'Special Categories of Personal Data', 'supervisory authority' and 'appropriate technical and organisational measures'** shall each have the meanings given to that term under the Data Protection Regulations.
- 1.10 In this Agreement words importing the singular also include the plural and vice versa and words importing gender shall include all genders. References to individuals shall, where the context admits, include corporations.
- 1.11 In this Agreement references to a clause, sub-clause or section are, unless the context otherwise requires, references to a clause, sub-clause or section of this Agreement.
- 1.12 The section and schedule headings hereinafter contained are for convenience only and shall not affect the construction of this Agreement.
- 1.13 Nothing in this Agreement shall create an agency, partnership or joint venture or the relationship of employer and employee between the parties.
- 1.14 References to each and any of the parties to this Agreement shall include a reference to each and any of their respective successors and assignees.

## 2.0 Payment Due

- 2.1 All matters relating to any Payment Due to the Intermediary shall be agreed in writing between the parties and governed by the Rules.
- 2.2 The Company will pay the Payment Due to the Intermediary on accepted Commission-based Business during the continuance of this Agreement in accordance with this Agreement and the Rules, provided that the Commission-based Business is not cancelled in pursuance of any cancellation rights, whether statutory or otherwise, or the Intermediary's Authorisation is withdrawn or any cancellation is required by the Rules.
- 2.3 The Intermediary accepts the Payment Due as calculated in accordance with these Terms in full and final settlement for the Commission based Business accepted by the Company.
- 2.4 The Company's statement of account (which may be contained in writing, disk, tape, direct on-line communication to computer terminal, or any other method of communication agreed between the Company and the Intermediary) for Commission-based Business shall be the prime record of the Payment Due to the Intermediary. The Payment Due will be paid to the Intermediary via the BACS method either weekly or monthly in arrears or any other payment frequency agreed between the Company and the Intermediary. The Company may defer the Payment Due until a minimum sum has been accrued, such sum to be advised to the Intermediary from time to time.
- 2.5 The Company reserves the right to amend the basis of Commission, method of calculation or options for Payment Due in relation to Commission-based Business available to the Intermediary at any time on five days' notice. Such changes will apply to Applications received by the Company after the date notified to the Intermediary.
- 2.6 The Company reserves the right to cease paying Payment Due to the Intermediary in relation to any or all Commission-based Business or in respect of certain types of Commission-based Business or in particular, if:
  - 2.6.1 this Agreement is terminated;
  - 2.6.2 the Intermediary is in breach of this Agreement;
  - 2.6.3 the Intermediary ceases to be the agent of the Client;
  - 2.6.4 the Company has concerns regarding the authority of a partner, director, principal, adviser, member or other representative of the Intermediary to represent the Intermediary or to give the Company instructions with regard to the operation of the Intermediary adviser account;
  - 2.6.5 Business is submitted to the Company in breach of the Rules;
  - 2.6.6 there are material changes in the Intermediary's legal identity or constitutions;
  - 2.6.7 the Intermediary or any of the Intermediary's partners, directors, principals, advisers, members or other representatives of the Intermediary to represent the Intermediary have been charged with, or convicted of, an offence involving fraud or dishonesty;
  - 2.6.8 where the Company believes that the payment of the Payment Due would be in breach of the Rules; or
  - 2.6.9 the Intermediary enters into a voluntary arrangement or any other arrangement whether formal or informal with the Intermediary's creditors, the commencement of bankruptcy or winding up proceedings against the Intermediary, the appointment of a receiver or of an administrative receiver over the Intermediary's assets, or the Intermediary enters into liquidation (whether voluntary or compulsory).
- 2.7 In the event of any dispute arising between two or more Intermediaries in respect of any Payment Due, the Company shall have the discretion, subject to compliance with the Rules, to determine to whom such Payment Due shall be payable.
- 2.8 Subject to section 2.1, Commission will continue to be applicable for Commission-based Business and those products where the Regulating Authority permits Commission to be applicable.
- 2.9 The Company can at its discretion validate a request for Commission and if ascertained that Commission is not available, then the Company will notify the Client and the Intermediary.
- 2.10 The Company may at its discretion pay Commission only on a non-indemnity basis where the Business consists (in whole or part), or the Company reasonably believes that it consists (in whole or part), of an Own Life Policy.

### 3. Recovery of Payment Due

- 3.1 No payment in advance of any Payment Due in respect of any Commission-based Business arranged in accordance with this Agreement relating to a Policy shall be made until the Policy is fully on risk or when any premiums due to the Company have been received by the Company in cleared funds along with any supporting documentation required by the Company to activate the Policy.
- 3.2 In the event the Client cancels or terminates a Product which constitutes Commission-based Business or does not pay any monies due in full, or in the case of a Policy does not pay the premium, or the Intermediary is no longer accepted by the Company or for any other reason, the Payment Due is found to be unearned or in excess, such unearned or in excess Payment Due shall at the Company's discretion, either be returned to the Client or be deemed to be treated as a debt due from the Intermediary to the Company.
- 3.3 If unearned or excess Commission or any monies become due from the Intermediary to the Company in accordance with section 3.2 such amount shall be reimbursed by the Intermediary to the Company immediately upon the notification by the Company to the Intermediary.
- 3.4 If the intermediary fails to repay any commission immediately or fails to repay any debt owed to us, or the intermediary incurs an FCA or PRA reportable debt, the Company reserves the right to share this information with other financial institutions, credit reference agencies and appropriate regulatory authorities. The Company shall be entitled to charge interest on any monies owed to the Company and remaining unpaid for a period of three months from the date of notification in terms of section 3.3. Interest shall accrue at the Interest Rate on all such money due from the said date of notification until the actual date of payment.
- 3.5 Where applicable the Regulating Authority will be notified by the Company should the total amount of Commission due from the Intermediary exceed the sum of £1,000 and remain outstanding for four months from the date of notification in terms of section 3.3.
- 3.6 If the Intermediary is a subsidiary company of another company, the Company shall in the event of failure of the Intermediary to reimburse any unearned Commission in accordance with the foregoing sections be entitled to seek reimbursement from the Intermediary's group companies and/or ultimate holding company.
- 3.7 Where the Intermediary is a partnership and that partnership is dissolved, the consent of the Company to the continuation of the indemnity arrangements to the remaining partners or to the partnership's successors must be obtained. If that consent is withheld, excess Commission as at the date of the dissolution of the partnership, must be reimbursed to the Company.
- 3.8 The Company may vary or withdraw any Commission without notice. Any monies owed to the Company by the Intermediary as at the date of such variation or withdrawal must be reimbursed by the Intermediary in accordance with section 3.3.
- 3.9 Any variance to any Schedule in relation to any Payment Due shall not take effect until the Company has accepted the same in writing.
- 3.10 For the avoidance of doubt, section 3 shall survive termination of this Agreement and shall remain in full force and effect.

### 4. Adviser Charges

- 4.1 If the Intermediary conducts Fee-based Business with the Company, the only payments the Company will make to the Intermediary under this Agreement are Adviser Charge Payments where expressly instructed to do so by the relevant Client. The Company therefore reserves the right to refuse to make any payment to the Intermediary in respect of the Products where the Company reasonably believes that to do so would put it and/or the Intermediary in breach of the Rules.
- 4.2 Subject to section 4.5 and the Rules, if an Application is made for a Product following a personal recommendation having been made by the Intermediary, Adviser Charges may be paid to the Intermediary in one or more of the following ways:
  - 4.2.1 payment made directly to the Intermediary by the Client;
  - 4.2.2 the Company facilitating some or all of the Adviser Charge on behalf of the Client and making an Adviser Charge Payment from the Client's Product.
- 4.3 The Intermediary warrants and undertakes that it shall:
  - 4.3.1 disclose all information required by the Rules to the Client as regards any Adviser Charges;
  - 4.3.2 obtain the informed consent of the Client in respect of Adviser Charges;
  - 4.3.3 immediately inform the Company if the Client ceases to receive the services of the Intermediary and/or cease to pay Adviser Charges.



- 4.4 On request the Intermediary shall provide the Company with such information as is reasonably required by the Company to confirm that the Client has consented, and/or continues to consent, to Adviser Charges.
- 4.5 The Company may refuse to make, or refuse to continue to make, Adviser Charge Payments to the Intermediary where the Product is terminated or where the Company reasonably believes that:
- 4.5.1 the Client has not given the Company its express consent in respect of the Adviser Charge Payment in accordance with the Rules;
  - 4.5.2 the Client has ceased to consent to the Adviser Charge Payment;
  - 4.5.3 there is insufficient value in the Product to deduct Adviser Charge Payments;
  - 4.5.4 the Intermediary ceases to provide an advisory service to the Client;
  - 4.5.5 the Adviser Charge varies in any material way from the Intermediary's standard charging structure or if the Adviser Charge appears unreasonable in relation to the Company's understanding of the advice or services provided; or
  - 4.5.6 the Adviser Charge Payment may put it, or the Intermediary, in breach of the Rules.
- 4.6 For the avoidance of doubt, the Company will not be liable to the Intermediary in respect of any Adviser Charges owed to the Intermediary by any Client (including, without limitation, where a Client asks the Company not to make an Adviser Charge Payment to the Intermediary).

## 5. Documentation and Transfers

- 5.1 The Intermediary must pass to the Company or Client (as applicable) immediately without amendment, any documentation which is supplied by or made available via the Company, Discretionary Manager or Fund Manager in relation to a Product, Investments or Model Portfolio for the benefit of or completion by the Client, including, but not limited to, any notification, or other documentation required in compliance with the Rules, or any notification or other documentation provided by the Client in relation to the Business.
- 5.2 The Intermediary must show his firm reference number or DPB licence number and the status of the Client on each proposal for Business submitted to the Company or when requested by the Company.
- 5.3 The Company reserves the right to send communications direct to the Client, if required, to ensure compliance with the Rules.
- 5.4 The Intermediary will produce to the Company on request such records, books and accounts that the Company may reasonably require in connection with this Agreement in order to ensure the compliance of the Company and/or the Intermediary with the Rules.
- 5.5 All books and documents and computer software and hardware belonging to the Company and in the possession of the Intermediary must at all times be available to the Company for inspection, and be delivered to the Company by the Intermediary on demand.
- 5.6 The Intermediary shall at all times use the latest documentation provided by the Company, Discretionary Manager or Fund Manager and will immediately destroy out of date stock when requested to do so by the Company.
- 5.7 Any request by the Intermediary for a Client transfer from or to the Intermediary shall be actioned or refused by the Company at its sole discretion and upon the Company's terms and conditions, with the Company taking into consideration any such information as it deems necessary. The Company reserves the right to contact the Client or any other third party for their confirmations or for any other reason and take such action as it deems necessary in relation to the Client transfer request.
- 5.8 The Intermediary as agent for the Client may inform the Company of changes to the Investment allocation of any Product of the Client.

## 6. Prohibitions on the Intermediary

- 6.1 The Intermediary shall not:
- 6.1.1 issue any circular, advertisement, leaflet or other promotional material or any proposal or application form relating to the Company, the Business or containing the Company's name and/or logo unless the document (including but not limited to any document used in conjunction with the Services as detailed in section 13 (Electronic/Online Services)) in question has been approved in writing or supplied by the Company;
  - 6.1.2 produce or issue or vary any Product, endorsement, certificate, receipt or other document on behalf of the Company or product manufacturer unless expressly authorised by the Company;



- 6.1.3 make written or oral representations to Clients which materially differ from the information in the relevant Product documentation and other material provided by the Company to the Intermediary in respect of the Business;
- 6.1.4 allow credit to any person in respect of amounts due to the Company or advance amounts due to the Company on a Client's behalf unless authorised by the Company;
- 6.1.5 alter, or otherwise misrepresent, any information supplied by or made available via the Company to the Intermediary for transmission to the Client;
- 6.1.6 accept amounts payable to the Company from the Client if the Intermediary becomes aware of any unfavourable circumstances about the Client which are not known to the Company until the Intermediary has reported the facts to the Company and obtained written authority to accept payment; or
- 6.1.7 make any written or oral statement or representations which could in any way bind the Company unless otherwise expressly authorised by the Company.

## **7. Payment**

- 7.1 If the Intermediary receives monies from the Client which are to be passed on to the Company, the Intermediary must pass such monies immediately to the Company without any deduction.
- 7.2 If the Intermediary is expressly authorised by the Company to collect monies on behalf of the Company such monies shall be held on trust by the Intermediary and paid to the Company within the terms of that express authority.
- 7.3 In the event that payment of the monies referred to in section 7.2 is not made to the Company within any period specified the Intermediary will be charged the Interest Rate from the date the monies became due until settlement.

## **8. Instructions**

- 8.1 The Intermediary as agent for the Client shall provide the Company with all Relevant Personal Data that the Company reasonably requires in order to provide the Product to the Client.
- 8.2 The Intermediary, or a person authorised to act on the Intermediary's behalf, may give instructions to the Company on the Client's behalf in accordance with the scope of the Intermediary's authority from the Client. The Company will accept instructions from the Intermediary, or from any person that the Company reasonably believes to be acting on the Intermediary's behalf, on the same basis as it accepts instructions from the Client.
- 8.3 As regards any Model Portfolios, the Intermediary acknowledges and accepts that the relevant Discretionary Manager shall be entitled to issue instructions to the Company to effect a rebalancing of the Model Portfolio and that the Company will implement such instructions without further instructions or confirmation from the Intermediary and the Intermediary shall not be entitled to issue any contradictory instructions except that the Intermediary may instruct the Company to increase or decrease the percentage allocation of a Client's Product to any particular Model Portfolio.

## **9. Suitability/Appropriateness**

- 9.1 The Intermediary alone is responsible for undertaking any suitability assessment, appropriateness assessment or assessment of the Client's demands and needs (as appropriate) in accordance with the FCA Rules in relation to a Product and, where applicable, the selection of Investments to be held within the Product or the selection of any Model Portfolios in accordance with which the Client's Product will be invested. The Company will not provide investment advice to the Client or assess the appropriateness of a Product or Investments for the Client.
- 9.2 The parties acknowledge that the Investments include Funds which are financial instruments and Policies and that the Company and the Intermediary may each be distributors of the Funds (within the meaning of the PROD), and that the PROD requires them to each comply with certain product governance requirements in relation to the Funds and to provide each other and the Manufacturer with certain information and assistance for the benefit of Clients and each party agrees to provide such assistance as the other party may reasonably require in order to comply with its respective obligations under the PROD.

## 10. Warranties and Undertakings

10.1 The Intermediary warrants and undertakes during the duration of this Agreement that:

- 10.1.1 the Intermediary is and will remain Authorised to carry on business in the Territory;
- 10.1.2 the Intermediary has obtained all necessary authorities and consents from the Client to act on the Client's behalf and to process, disclose and receive the Client's information;
- 10.1.3 the Intermediary will be responsible for all instructions issued to the Company in connection with this Agreement, whether given by the Intermediary or by a person authorised by the Intermediary to issue instructions on its behalf;
- 10.1.4 the Intermediary will at all times comply with the Rules, in particular the Regulating Authority's principles and rules relating to the 'fair treatment of customers';
- 10.1.5 the Intermediary will at all times maintain the Professional Standards; and
- 10.1.6 the Intermediary will provide the Company with all reasonable assistance in respect of complaints from the Clients, including litigation and cases referred to an ombudsman, Regulatory Authority or similar forum.

## 11. Anti-Money Laundering

11.1 The Intermediary undertakes to observe and comply with all Anti-Money Laundering Regulations and will be responsible for the undertaking of any identification and verification process required in the Anti-Money Laundering Regulations, including but not limited to Clients and other relevant third parties and shall immediately upon the Company's request:

- 11.1.1 provide to the Company such information regarding:
  - (a) the Client or any person acting on behalf of the Client; or
  - (b) any relevant third party or the beneficial owner of such third party or any person acting on its behalf,as is required to satisfy the requirements of the Anti-Money Laundering Regulations and, in particular, to satisfy the requirements of regulation 28(2) to (6) and (10) of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017.

11.1.2 provide to the Company originals or appropriately certified copies of any identification and verification data and any other relevant documentation on the identity of:

- (a) the Client or any person acting on behalf of the Client; or
- (b) any relevant third party or the beneficial owner of such third party or any person acting on its behalf,

as are required to enable the Company to satisfy the requirements of the Anti-Money Laundering Regulations and in particular where the Intermediary is to cease trading or is to cease doing Business with the Client.

11.2 Further, the Intermediary undertakes to:

- 11.2.1 maintain a written record on an ongoing basis, and for such period of time as notified by the Company of every Client's identity or other relevant party in accordance with the Anti-Money Laundering Regulations;
- 11.2.2 verify the identity of all Clients and related parties in accordance with the Rules;
- 11.2.3 inform the Company in each case where the Intermediary is not required or has been unable to verify the identity of the Client;
- 11.2.4 retain copies of the data and documents referred to in section 11.1.2 for such period of time as is necessary under the requirements of the Anti-Money Laundering Regulations including, in particular, regulation 40 of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017; and
- 11.2.5 establish and maintain records of all transactions between:
  - (a) the Intermediary and the Client; and
  - (b) the Company and the Client if the Intermediary has received copies of records relating to those transactions; for such periods of time as notified by the Company to the Intermediary.

11.3 The Intermediary shall do all things as may be required by the Company to enable the Company to comply with its obligations under the Anti-Money Laundering Regulations.

11.4 The Company shall not be held responsible for any errors or omissions of the Intermediary in the provision of information set out in this section 11.

## 12. Data Protection

- 12.1 The Intermediary and Company each have independent purposes and means for processing the Relevant Personal Data and that accordingly each party acts as an independent Controller in relation to its own respective processing. It is further acknowledged by the parties that in relation to the Relevant Personal Data the parties are not joint Controllers and neither party is a Processor on behalf of the other.
- 12.2 The Company requires access to the Relevant Personal Data for processing for the following lawful purposes and the sharing of the Relevant Personal Data is necessary for such purposes:
- 12.2.1 for the performance of a contract to which the Data Subject is a party or in order to take steps at the request of the Data Subject prior to entering into a contract relating to the Business;
- 12.2.2 the Data Subject has given consent or explicit consent (as required) to the processing respectively of his or her Personal Data or Special Categories of Personal Data for one or more specific purpose;
- 12.2.3 processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party;
- 12.2.4 processing may be conducted to conform to statutory laws or regulatory directives, the administration of justice, or it is in the substantive public interest, including, but not limited to, prevention of fraud, or to comply with anti-money laundering regulations; and/or
- 12.2.5 processing is necessary in order to protect the vital interests of the Data Subject.
- 12.3 The Intermediary shall be responsible for ensuring that, in accordance with the Data Protection Regulations, it has provided all necessary fair processing information, including, but not limited to, the Company's data protection notice, to all relevant Data Subjects and has taken appropriate steps to legitimise the sharing of the Relevant Personal Data to enable the Company to process the Relevant Personal Data for purposes compatible with the lawful purposes listed in section 12.2 above.
- 12.4 The Intermediary shall not process Relevant Personal Data in a way that is incompatible with the lawful purposes listed in section 12.2 above.
- 12.5 For the purposes of the lawful purposes as listed in section 12.2, the following types/categories of Relevant Personal Data may be shared between the parties:
- 12.5.1 name;
- 12.5.2 address and postcode;
- 12.5.3 gender;
- 12.5.4 date of birth;
- 12.5.5 place of birth;
- 12.5.6 national insurance number;
- 12.5.7 marital status;
- 12.5.8 contact details;
- 12.5.9 policy number;
- 12.5.10 medical information;
- 12.5.11 lifestyle information;
- 12.5.12 financial information;
- 12.5.13 tax identification number;
- 12.5.14 employer details;
- 12.5.15 job title and salary information; and
- 12.5.16 details of spouses, second annuitants, dependants, lives assured and beneficiaries.
- 12.6 The Intermediary shall ensure that the Relevant Personal Data shared must not be irrelevant or excessive with regard to the lawful purposes.
- 12.7 Each party shall ensure that it processes the Relevant Personal Data fairly and lawfully in accordance with both the Data Protection Regulations and any specific directions of a supervisory authority.
- 12.8 Each party shall deal promptly and in good faith with all reasonable and relevant enquiries from the other party relating to its processing of Relevant Personal Data under this Agreement.
- 12.9 Each party shall, if it receives any complaint, notice or communication from a supervisory authority which relates to the other party's processing of Relevant Personal Data under this Agreement or a potential failure to comply with the Data Protection Regulations, promptly (and in any event within 3 (three) business days) forward such complaint, notice or communication to the other party and provide the other party with reasonable cooperation and assistance in relation to the same.
- 12.10 The parties agree that the responsibility for complying with any Data Subject request (in relation to any rights of Data Subjects or otherwise) falls to the party receiving the Data Subject request in respect of the Relevant Personal Data held by that party. The parties agree to provide reasonable and prompt assistance (and in any event within 3 (three) business days of a request for assistance from the other party) to enable the other party to comply with any Data Subject requests and to respond to any other queries or complaints from Data Subjects.

12.11 The parties agree to implement appropriate technical and organisational measures to protect the Relevant Personal Data in their possession against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure in accordance with Data Protection Regulations.

### 13. Electronic/online services

13.1 The Intermediary is responsible for authorising members of staff, or other persons duly authorised by the Intermediary to act on its behalf, who receive online services. This requires a member of staff to be appointed a 'central administrator' to authorise registered users and set relevant roles and access rights.

13.2 The Intermediary agrees that use of all the Services including, but not limited to, any Business transacted and all electronic communications made by the Intermediary via the Services shall be subject to this Agreement and any on-line terms and conditions notified and made available to the Intermediary by the Company from time to time via the Services or by other means.

13.3 The Company will use reasonable endeavours to ensure that the Services are accessible on a 24 hour basis. However, the Company will not be liable if, for any reason, the Services are unavailable at any time or for any period.

13.4 The Company cannot warrant that the Services are free of viruses, technical defects of any description, errors or other defects and will not be responsible in any way for any technical problems arising from the Intermediary's use of the Services.

13.5 The Company does not guarantee the accuracy or reliability, at any time, of the information on its websites or any other website linked to its website or the content of any information within the Services.

13.6 The responsibility for third party websites is that of the parties who are identified as providing those websites and the Company accepts no responsibility for them or their use.

13.7 The Intermediary acknowledges and agrees that in no event shall the Company be held liable for any direct, indirect, punitive, incidental, special or consequential loss or any damages whatsoever including without limitation damages for loss of data or profits, arising out of or in any way connected with the use or performance of the Services or with delay or inability to use the Services, or the provision of or failure of the Company to provide the Services.

13.8 It is a condition of the Intermediary's use of the Services that any identifier and associated password issued for the purposes of gaining access to the Services or access to information on products and services held on third party software will be used prudently and kept secure. In particular, an identifier and the associated password will only be made known to persons authorised by the Company and may only be used by the individual to whom they are issued and may not be shared with any other person.

13.9 Except where specifically provided for in separate terms, the Intermediary agrees that the Company or a third party owns the intellectual property rights relating to the Platform, and neither the Intermediary nor any user of the Platform may alter, clone, copy, edit or interfere with the Platform or its source code or any additional support tools nor merge the Platform or any additional support tools with any other computer software programme. In addition, neither the Intermediary nor the users may decompile, disassemble or reverse engineer the source code or any part of the any additional support tools.

13.10 The parts of the Platform that have been created for use by the Intermediary may not be shared or reproduced for Clients except where we have expressly agreed. An Intermediary may ask the Company to provide access to their Client to the Platform.

### 14. Indemnity

14.1 The Intermediary shall indemnify and keep the Company indemnified against any actions, proceedings, damages, demands, liabilities, fines, penalties, payments made, claims, losses, costs, charges, fees and expenses including reasonable legal fees and expenses whatsoever which may be raised against or sustained by the Company arising from:

14.1.1 any failure, regardless how caused, by the Intermediary to comply with any provision of this Agreement, or any breach of this Agreement;

14.1.2 failure by the Intermediary to perform and maintain suitability assessments in respect of each Client in accordance with the FCA Rules;

14.1.3 any failure by the Intermediary to comply with the Rules including but not limited to Anti-Money Laundering Regulations, Data Protection Regulations and Anti-Bribery Legislation and the PROD;

14.1.4 the Intermediary giving the impression to a Client or any third party that the Intermediary has authority to act as the agent of the Company when no such authority has been given;

- 14.1.5 incorrect provision of any information from any source to the Company; or
- 14.1.6 the negligence, wilful default or fraud of the Intermediary.

## 15. Termination

- 15.1 The Company may terminate this Agreement with immediate effect on written notice to the Intermediary. The Intermediary may terminate this Agreement by giving at least one month's notice in writing to the Company. Notices to terminate this Agreement should be sent to each party's respective principal place of business.
- 15.2 Notwithstanding section 15.1, the Company reserves the right to terminate these Terms with immediate effect on the occurrence of any one of the following events:
  - 15.2.1 on death of the Intermediary if he/she is an individual;
  - 15.2.2 on dissolution if the Intermediary is a partnership;
  - 15.2.3 in the event of the Intermediary entering into liquidation whether compulsory or voluntary (otherwise than a voluntary and solvent liquidation for the purpose of reconstruction or amalgamation) or entering into a bankruptcy petition or entering into any composition with its creditors generally or suffers any similar action in consequence of default by it in its obligations in respect of any indebtedness for borrowed monies;
  - 15.2.4 the Intermediary has presented to it a petition for or has an order made in respect of it or passes a resolution or is the subject of analogous proceedings for the winding up or appointing an Official or is the subject of a notice issued for convening a meeting for the purpose of passing any such resolution in respect of all its undertakings and assets; or
  - 15.2.5 the Intermediary and if applicable any of its directors/partners have been:
    - (i) charged with or convicted of any offence involving fraud, dishonesty, bribery or corruption; or
    - (ii) subject to the withdrawal of authorisation; or
    - (iii) the subject of a Regulating Authority investigation.

- 15.3 Upon termination of this Agreement the Company reserves the right to cease to make any Payments Due or Adviser Charge Payments and will not be liable or responsible in respect of any Payments Due or Adviser Charges, which may be due to the Intermediary after termination.

## 16. Variation

- 16.1 Subject to section 3.10, the Company reserves the right to vary this Agreement at any time and will use reasonable endeavours to provide one month's notice to the Intermediary of any variation except in circumstances where changes in applicable legislation, the Rules and/or any other relevant rules or regulations are required to take effect earlier than that date in which event notice of the variation will be given as soon as reasonably practicable.
- 16.2 The Company may provide notice of a variation under section 16.1, along with the terms of this Agreement as amended following such variation, by means of its website, at [www.canadalife.co.uk/adviserterms](http://www.canadalife.co.uk/adviserterms) and any variation to this Agreement will take effect from the date specified in the notification, unless changes in applicable legislation, the Rules and/or any other relevant rules or regulations dictate otherwise.
- 16.3 Any variation under section 16.1 will not affect contracts in force or proposals for contracts received by the Company before the variation of the Agreement takes effect. All other variations will require the written consent of both parties.
- 16.4 Where the Rules change, any relevant provisions in this Agreement will be deemed to be amended accordingly.

## 17. Severability

- 17.1 In the event and to the extent that any term or condition of this Agreement shall be determined to be invalid, unlawful or unenforceable, such term or condition shall be severed from the remaining part of this Agreement, which shall continue to be valid to the fullest extent permitted by the Rules.

## 18. Waiver

- 18.1 Failure or neglect by either party to enforce at any time any of the provisions hereof shall not be construed as nor shall be deemed to be a waiver of that party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice that party's right to take action.

## 19. Notification

- 19.1 The Intermediary shall immediately notify the Company in writing on the occurrence of any one of the following:
- 19.1.1 on dissolution if the Intermediary is a partnership;
  - 19.1.2 the Intermediary enters into liquidation whether compulsory or voluntary (otherwise than a voluntary and solvent liquidation for the purpose of reconstruction or amalgamation) or entering into a bankruptcy petition or entering into any composition with its creditors generally or suffers any similar action in consequence of default by it in its obligations in respect of any indebtedness for borrowed monies;
  - 19.1.3 the Intermediary has presented to it a petition for or has an order made in respect of it or passes a resolution or is the subject of analogous proceedings for the winding up or appointing an Official or is the subject of a notice issued for convening a meeting for the purpose of passing any such resolution in respect of all its undertakings and assets;
  - 19.1.4 if there is any material change in the legal constitution of the Intermediary including but not limited to ceasing to trade and/ or transferring any of its business to a third party;
  - 19.1.5 the Intermediary ceases to be Authorised;
  - 19.1.6 the Intermediary has been suspended by the Regulating Authority and/or is the subject of any disciplinary proceedings;
  - 19.1.7 the Intermediary is no longer able to comply with this Agreement;
  - 19.1.8 the Intermediary is no longer acting on the Client's behalf;
  - 19.1.9 if there are any complaints against the Intermediary from the Clients, including litigation and/or cases referred to an ombudsman or similar forum; or
  - 19.1.10 the Intermediary and, if applicable, any of its directors/partners have been:
    - (a) charged with or convicted of any offence involving fraud, dishonesty, bribery or corruption; or
    - (b) subject to the withdrawal of authorisation; or
    - (c) the subject of a Regulating Authority investigation.

## 20. Assignment

- 20.1 The Intermediary shall not be entitled to assign any of its rights and obligations under this Agreement to any other party. However, the Company shall be entitled to assign this Agreement to a Group Company.

## 21. Third Party Rights

- 21.1 The parties intend and agree that only the parties to this Agreement have rights under it and no other parties are able to claim under this Agreement.

## 22. Off-Set

- 22.1 Subject to the Rules, the Company may at its discretion, off-set any monies owing to the Company, or that should not have been paid to the Intermediary, from any monies that are held by the Company on behalf of the Intermediary.

## 23. Governing Law and Jurisdiction

- 23.1 This Agreement shall be governed and construed in accordance with the laws and courts of the jurisdiction in which the Company is registered.

## 24. Bribery and Corruption

- 24.1 The Intermediary shall:
- 24.1.1 comply with all applicable laws, statutes, regulations and codes relating to bribery and corruption including, but not limited to, the Bribery Act 2010 ('Anti-Bribery Legislation') and the Company's anti-bribery and corruption standard as amended from time to time (which is available upon request) ('Anti-Bribery Standard'); and
  - 24.1.2 not do, or omit to do, any act that will cause or lead the Company to be in breach of Anti-Bribery Legislation and the Anti-Bribery Standard.

## 25. Complaints

- 25.1 The Company shall be responsible for resolving any Client complaints which relate to the Products, the Company's promotional material and any administration or servicing activity for which the Company is responsible under or in connection with this Agreement.
- 25.2 The Intermediary shall be responsible for resolving any Client complaints which relate to any services which the Intermediary provides to Clients (including, without limitation, the provision of advice or related services and the distribution of Products).



25.3 If a Client makes a complaint of the type referred to in section 25.1 to the Intermediary, the Intermediary shall notify the Company immediately and shall explain to the complainant that such complaints should be directed to the Company.

## 26. Tax

- 26.1 Payments of Commission are inclusive of any applicable VAT or any similar or replacement tax, duty, levy or impost.
- 26.2 For the purpose of this Agreement, the Company will treat all Adviser Charge Payments by the Company to the Intermediary as if they were VAT exempt. However, in the event that any service provided by the Intermediary to the Client carries VAT, the Company will treat any Adviser Charge Payment as inclusive of any such VAT (and the Company will not, therefore, add any amount in respect of such VAT to the Adviser Charge Payment).
- 26.3 The Intermediary should ensure the Client is aware of the provisions of this section 26 and keep its own records and evidence to support the VAT treatment of its services provided to Clients. The Company will not provide any such records or evidence to the Intermediary. Assessment of the VAT status of any Adviser Charge is the Intermediary's responsibility and the Company will not in any circumstances be responsible for any error or mistake made in relation to such assessment.
- 26.4 The Company will treat all instructions from the Client to make an Adviser Charge Payment to the Intermediary 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. For the avoidance of doubt, the Company will not make any changes to the amount of an Adviser Charge Payment if there is a change in the rate of VAT, unless authorised to do so in writing by the Client.

## 27. Anti-facilitation of tax evasion

- 27.1 The Intermediary shall:
- (i) not engage in any activity, practice or conduct which would constitute either:
    - a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act; or
    - a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
  - (ii) have and shall maintain in place throughout the duration of these Terms such policies and procedures as are reasonable in all the circumstances to prevent the facilitation of tax evasion by another person (including without limitation employees of the Intermediary), in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017;
  - (iii) promptly report to the Company any request or demand received by the Intermediary from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of these Terms;
  - (iv) ensure that all persons associated with the Intermediary or other persons who are performing services in connection with these Terms comply with this clause 27 and
- 27.2 Failure to comply with clause 27 may result in the immediate termination of these Terms.





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