

# Legal & General Home Finance Mortgage Terms of Business

Terms of Business

Regulating Business between Legal & General Home Finance and Intermediaries placed after 15th April 2024.

**NOTE: Please keep a copy of these terms of business for your future reference.**



## Contents

	page
Definitions	4
Parties	7
1. Scope and Relationship	7
2. Duration	7
3. Agency	7
4. Variation and Assignment	7
5. Registration	7
6. Permissions, Qualifications and Authorisations	8
7. Compliance	8
8. Training and Competency	8
9. Consumer Duty	9
10. Financial Crime	9
11. Tax Reporting Regimes	10
12. Modern Slavery Act	10
13. Prevention of the facilitation of tax evasion	10
14. Customer Application	11
15. Customer Disclosure	11
16. Advice	11
17. Advertisements and Trademarks	12
18. Complaints	12
19. Online Security/IT Security	12
20. Data Protection	12
21. Records	14
22. Documentation	14
23. Product Governance	14
24. Confidentiality	15
25. Competition Law	15
26. Communications and Notifications	15
27. Commissions	16
28. Rights of set off	17
29. Audit Rights	17
30. Indemnity and Liability	18
31. Termination	18
32. Miscellaneous	19
33. Declaration	19
Appendix 1	20

## Definitions

**Adviser Centre** means those pages of our website for advisers and wealth managers which can be found at: <https://www.legalandgeneral.com/adviser/over-50s-mortgages/>.

**Adviser Portal** means our online portal developed by us for the purpose of facilitating Intermediaries' research on lending criteria, loan suitability, product suitability and the use of online associated tools, in respect of mortgage products in the United Kingdom in accordance with our online terms that may be updated by us from time to time.

**Affiliates** means in relation to any body corporate, the ultimate parent undertaking of that body corporate and any subsidiary of such parent undertaking for the time being (where "subsidiary" shall have 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).

**Agent** means any delegate or other person who undertakes a Regulated Activity from time to time on your behalf, and which may include, without limitation, an Appointed Representative.

**Appointed Representative** has the meaning given in the FCA Handbook.

**Authorisation** means any authorisation, permission, licence, consent or other form of approval or exemption necessary from time to time for you to comply with Regulatory Requirements and "Authorised" shall be construed accordingly.

**Business** means the referral of Customers to us by you or your Agents (including by way of lead generation, introductions, execution only, direct offer, advised sales) in respect of any Products offered by us from time to time and shall include the transaction of business using the Adviser Centre and/or Adviser Portal.

**Business Day** means a day other than a Saturday, Sunday or bank holiday in England.

**Commission** means any commission payable to you by us in accordance with the Commission Schedule and only where permitted by the Regulatory Requirements. Unless we otherwise agree with you in writing, all commission will be paid on non-indemnity terms. Commission is deemed to be inclusive of any VAT that may be payable.

**Common Reporting Standard or CRS** means the OECD Common Reporting Standard, including related OECD commentary and the multilateral competent authority agreement on automatic exchange of financial account information entered into by the UK, as implemented in the UK by any law or regulations (including the International Tax Compliance Regulations 2015) as amended or replaced from time to time.

**Confidential Information** means any information and/or material of a confidential or proprietary nature (whether oral, electronic, in writing or in any other form whatsoever) relating to the business, affairs, finances, systems, processes and/or methods of operation of a Party or any member of its group (other than Customer Personal Data) which is disclosed to the other Party in connection with the operation of these Terms (whether or not such information is expressly stated to be confidential or marked as such), including without limitation any information regarding our current or future commercial premiums, our specific rates tables or data from which premiums are calculated and/or our strategy or marketing plans.

**Consumer Duty** means the FCA Principle 12 of acting to deliver good outcomes for Customers in accordance with FCA Rules.

**Controller** has the meaning ascribed to it in the GDPR.

**Customer** means a "customer" (as such term is defined in the

FCA Handbook) of the Intermediary and who, as a result of Business carried out by, or on behalf of, the Intermediary, transacts with us. Your customer must be resident in the UK unless agreed by us in writing.

**Customer Personal Data** means Personal Data which you have provided to us in relation to the Customer.

**Data Protection Legislation** means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or reenacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including, without limitation, the EU GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Data Protection Act 2018 and the UK GDPR and any code of practice or guidance published by the ICO or the European Data Protection Board Data Protection Regulator from time to time.

**Distributor** has the meaning given in the Glossary to the FCA Handbook.

**FATCA** means all law and regulations applicable in the UK (including the International Tax Compliance Regulations 2015), as amended or replaced from time to time, relating to the implementation of the Sections 1471 to 1474 of the US Internal Revenue Code of 1986 (Foreign Account Tax Compliance Act) and the agreement reached between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America to improve international tax compliance and to implement FATCA, signed on 12 September 2012.

**FCA** means the Financial Conduct Authority and any predecessor or successor body.

**FCA Handbook** means the FCA's Handbook of rules and guidance.

**Financial Crime Requirements** means including without limitation, the Terrorism Act 2000 (as amended by the Anti-Terrorism Crime and Security Act 2001), the Criminal Justice Act 1993, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Proceeds of Crime Act 2002, The Fraud Act 2006, the Enterprise Act 2002, the Terrorist Asset-Freezing Act 2010 and The Bribery Act 2010 ("**Bribery Act**"), all law and regulations applicable in the UK relating to the Foreign Account Tax Compliance Act, all relevant Sanction Orders and the Guidance Notes for the financial Sector of the Joint Money Laundering Steering Group as amended from time to time, all relevant sanctions and orders of The Office of Foreign Assets Control ("**OFAC**"), including the OFAC Specially Designated Nationals List ("**SDN**") and applicable requirements of the FCA.

**FSMA** means the Financial Services and Markets Act 2000 and the rules and regulations made or having effect under it.

**GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016.

**Good Industry Practice** means in relation to any undertaking and under any circumstances, the exercise of skill, expertise and diligence which would reasonably be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances.

**Group Terms** means the terms and conditions in force from time to time (titled “**Intermediary Terms of Business**”) between counterparties to those terms and conditions from time to time and Legal & General Assurance Society Limited, Legal & General (Unit Trust Managers) Limited, Legal & General (Portfolio Management Services) Limited, Legal & General Partnership Services Limited and any other company which is from time to time a group undertaking of Legal & General Assurance Society Limited as defined in section 1161 of the Companies Act 2006 (but not including Legal & General Home Finance Limited).

**ICO** means the UK Information Commissioner’s Office, or any successor or replacement body from time to time.

**Insolvent** means, for the purposes of these Terms and in relation to the Intermediary (and in this case “Intermediary” includes any partner, director or associated company), where the Intermediary:

- (i) where you are a corporate entity, you:
  - a) propose or pass a resolution for your winding up (save for the purpose of a solvent reconstruction or amalgamation previously approved in writing by us);
  - b) are subject to an application to or order or notice issued by a court or other authority of competent jurisdiction for your winding up or striking off;
  - c) enter administration, is the subject of an application for administration filed at any court or a notice of intention to appoint an administrator given by any person filed at any court or take any other steps in relation to the appointment of an administrator;
  - d) are subject to an action by the Registrar of Companies or any other person, with a view to striking off under section 1000 of FSMA;
  - e) propose, make or are subject to, a company voluntary arrangement or a composition with its creditors generally, an application to a court of competent jurisdiction for protection from your creditors generally or a scheme of arrangement under Part 26 Companies Act 2006 (save in the latter case for the purpose of a solvent reconstruction or amalgamation previously approved in writing by us);
  - f) have an administrative receiver, receiver, administrator, liquidator, provisional liquidator or similar officer appointed over any of your assets, undertaking or income;
  - g) are subject to a floating charge that has crystallised or a holder of a floating charge takes any steps to enforce such security;
  - h) compound with or assigns your estate for the benefit of creditors, ceases to trade or appear, in our reasonable opinion, to be likely to cease to trade;
  - i) are unable to pay your creditors, are insolvent or are unable to pay your debts within the meaning of section 123 Insolvency Act 1986;
  - j) have an unsatisfied judgment or order of any court or tribunal, or award of any arbitrator, outstanding against you;
  - k) have any distress, distraint, attachment, execution or other process levied, seized or otherwise enforced on any of your property;
  - l) are subject to a meeting of creditors, or any class of them, or a proposal is made for a moratorium, composition or arrangement in relation to any of your debts, or for a voluntary arrangement under Part 1 of the Insolvency Act 1986; or
  - m) are the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction.
- (ii) where you are an individual, you:

- a) are subject to a statutory demand that has been issued against you;
- b) are subject to a petition for your bankruptcy or an order is made for your bankruptcy or the appointment of a receiver over any of your assets;
- c) have an unsatisfied judgment or order of any court or tribunal, or award of any arbitrator, outstanding against you;
- d) have any distress, distraint, attachment, execution or other process, levied, seized or otherwise enforced on any of your property;
- e) propose, make or are subject to, any composition or arrangement with, or for, your creditors (including an individual voluntary arrangement) or an interim order has been made under section 252(1) of the Insolvency Act 1986; or
- f) are the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction.

**Intermediary** refers to the company, limited liability partnership, partnership, or in the case of a sole trader, the individual person which enters into these Terms with us.

**Intermediary Personal Data** refers to Personal Data which you have provided about yourself.

**International Data Transfer Agreement** means any agreement which includes the appropriate set of standard contractual clauses provided for in Article 46(2) GDPR and as approved by (as applicable): (i) the ICO in respect of personal data from the UK to any Non-Adequate Country; and/or (ii) the European Commission in respect of exports of personal data from the European Economic Area to any Non-Adequate Country.

**Legal & General Group** means Legal & General Home Finance Limited and its Affiliates.

**Legal & General Trade Marks** means all Legal & General Group trademarks and service marks (registered and unregistered) trade names and logo(s) (and copyright therein) together with all or any variants or replacements of such logo(s).

**Master Agency** means an agency set up by us in relation to an intermediary to which sub-accounts can be attached.

**Manufacturer** has the meaning given in the Glossary to the FCA Handbook.

**MDR** means the OECD (2018) Model Mandatory Disclosure Rules for CRS Avoidance Arrangements and Opaque Offshore Structures, that provides for the mandatory exchange of information in relation to certain reportable cross border arrangements by intermediaries or taxpayers to the tax authorities for exchange with other relevant tax authorities, as implemented in the UK by the International Tax Enforcement (Disclosable Arrangements) Regulations 2023 (as amended or replaced from time to time).

**Non-Adequate Country** means any third country or territory in respect of which there has not been an Adequacy Decision applicable to a contemplated international transfer of Personal Data.

**Personal Data** has the meaning ascribed to it in the GDPR.

**Personal Data Breach** has the meaning ascribed to it in the GDPR.

**Policy** means a contract entered into between us and a Customer for a Product.

**PRA** means the Prudential Regulatory Authority or any successor or replacement body or bodies as shall from time to time carry out and perform the functions and responsibilities of the Prudential Regulatory Authority.

**Processing** shall have the meaning ascribed to it in the GDPR, and 'Process' and 'Processed' shall be construed accordingly.

**Processor** has the meaning ascribed to it in the GDPR.

**Product** means any mortgage that we may offer from time to time (including any lifetime mortgage or retirement interest only mortgage).

**Public Authority Access** means a request for disclosure of, or direct access to, Personal Data by any government or public authority (or anybody with delegated authority for any of them) under the laws of the country of destination.

**Registration** means your registration with us which shall be completed on us accepting your fully completed Registration Form in accordance with clause 5, and Registered shall be construed accordingly.

**Registration Form** means our registration form for completion by you in accordance with clause 5.1.

**Regulated Activity** means a specified activity as defined in FSMA.

**Regulator** means the FCA, PRA, ICO or any other regulatory body.

**Regulatory Requirements** means all:

- a) statutes, statutory instruments, by-laws, orders, directives, treaties, decrees or law (including any common law, judgement, demand, order or decision of any court, Regulator or tribunal);
- b) rules, guidance or recommendations issued by a Regulator or any governmental or statutory body (including, but not limited to, the FCA Handbook);
- c) industry codes of conduct or guidelines, which apply from time to time in relation to you or us and/or yours or our staff and/or any Business conducted in accordance with these Terms whether by you or on your behalf; and
- d) including without limitation the Consumer Duty, the rules, regulations, guidance, codes of practice of FSMA and the FCA and the PRA, the Data Protection Legislation and the Financial Crime Requirements.

**Sanctioned Person** means any laws or regulations relating to economic or financial sanctions or trade embargoes or related restrictive measures imposed, administered or enforced from time to time by a Sanctions Authority.

**Sanctions** means any laws or regulations relating to economic or financial sanctions or trade embargoes or related restrictive measures imposed, administered or enforced from time to time by a Sanctions Authority.

**Sanctions Authority** means (i) the United Nations Security Council; (ii) the United States government; (iii) the European Union; (iv) the United Kingdom government; (v) the respective governmental institutions and agencies of any of the foregoing, including without limitation, the Office of Foreign Assets Control of the US Department of Treasury ("**OFAC**"), the United States Department of State and Department of Commerce, and His Majesty's Treasury; and (vii) any other governmental institution or agency with responsibility for imposing, administering or enforcing Sanctions with jurisdiction over any Party (together, "**Sanctions Authorities**").

**Sanctions List** means the Specially Designated Nationals and Blocked Persons list maintained by OFAC, the Denied Persons List maintained by the US Department of Commerce, the Consolidated List of Financial Sanctions Targets maintained by His Majesty's Treasury, or any other list issued or maintained by any Sanctions Authorities of persons subject to Sanctions (including investment or related restrictions), each as amended, supplemented or substituted from time to time.

**Security Requirements** means the requirements regarding the security of the Personal Data, as set out in the Data Protection Legislation (including, in particular, the measures set out in Article 32(1) of the GDPR taking due account of the matters described in Article 32(2) of the GDPR) as applicable.

**Tax Reporting Regimes** means any or all (as the context permits) of FATCA, the Common Reporting standard and MDR.

**Terms** means these Legal & General Home Finance Mortgage Terms of Business between Legal & General Home Finance and Intermediaries.

**Third Party Provider** means a Processor or third party Controller, as the context requires.

**Transparency Requirements** means the requirements around ensuring that processing is fair and transparent, as set out in the Data Protection Legislation (including, in particular the measures set out in Article 5(1)(a) and Articles 13 and 14 of the GDPR, as applicable).

**UK GDPR** means Regulation (EU) 2016/679 as amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the UK European Union (Withdrawal) Act 2018.

**VAT** means Value Added Tax as provided for in the Value Added Tax Act 1994.

**Vulnerable Customer** means an individual who, due to his or her personal circumstances, is especially susceptible to detriment, particularly when a firm is not acting with appropriate levels of care.

## Parties

In these Terms, “we” or “us” means Legal & General Home Finance Limited and each of our agents and appointed firms and “our” shall be construed accordingly. “You” means the counterparty to these Terms and “your” shall be construed accordingly. In these Terms, other capitalised terms shall have the meanings set out in the appendix to these Terms. A reference to a ‘Party’ is to a party to these Terms.

These Terms supersede all previous Legal & General Home Finance Mortgage Terms of Business issued by us and will govern all business placed by you through us or any charges facilitated by us to you on or after 15th April 2024 (the “**Effective Date**”).

You agree that these Terms will govern all Business that you, any Agent or any third party acting on your behalf carry out. By submitting Business to us or receiving charges facilitated by us on or after the Effective Date, you are agreeing to be bound by these Terms.

You warrant that the information stated in your application is correct, and that you will inform us immediately in writing if any of that information changes. We rely on you providing correct information to us

### 1. Scope and Relationship

- 1.1** Subject to this clause 1, these Terms are the only terms on which we will transact Business submitted by you or facilitate Commission payable to you from the Effective Date.
- 1.2** Unless we have agreed other terms for specific Products with you in writing, in which case those specific terms will continue to apply, and to the extent of any inconsistency between the specific terms and these Terms, the specific terms shall take precedence.
- 1.3** Nothing in these Terms shall oblige us to accept Business from you.
- 1.4** These Terms, along with any specific Commission arrangements and any specific Product terms agreed with you in writing, constitute the entire agreement between the Parties relating to the matters and transactions contemplated by them. You have not relied upon any representations made by us or on our behalf other than those expressly set out in these Terms. Nothing in these Terms shall exclude any right or remedy for fraud or fraudulent misrepresentation.
- 1.5** These Terms are non-exclusive such that we may accept business from parties other than you, and you may place business with companies other than us.
- 1.6** We agree to enter these Terms with you based on information you have provided to us. You must promptly inform us in writing if:
  - 1.6.1** any of the information you provided to us relating to these Terms changes or becomes incorrect; or
  - 1.6.2** there is a material change in your financial position, or you are subject to any litigation or regulatory proceedings which may materially adversely affect your ability to conduct Business with us or service your Customers’ needs.

### 2. Duration

- 2.1** These Terms apply from the Effective Date and will remain in effect until terminated in accordance with clause 31.
- 2.2** We reserve the right to vary these Terms at any time without your consent, provided that the latest Terms will be made available to you on the Adviser Centre or notified to you in writing. You will be required to agree to the prevailing Terms prior to submitting Business to us or receiving charges facilitated by us and, if applicable, on each Customer application.

### 3. Agency

- 3.1** You are the agent of your Customers in relation to all aspects of the Business, except to the extent that you expressly undertake personal responsibilities to us as set out herein.
- 3.2** You have no authority whatsoever to bind us to hold monies on your behalf, or to act or to hold yourself out as acting as our agent or representative.
- 3.3** You warrant and represent to us at the time of submission of Business to us, and repeat as a separate warranty and representation on every occasion you transact Business with us, that you have full power and authority from each Customer for whom you transact to transact the Business concerned, and to do so in the manner in which that Business is transacted, whether directly with us or through any third party. For the avoidance of doubt, transacting Business for a Customer under this Clause 3.3 shall include actions taken by you as the Customer’s agent.
- 3.4** In the event that you breach the terms of clause 3.3 above, you shall be liable to the Customer, as agent of the Customer, for any and all loss.

### 4. Assignment

- 4.1** You are not entitled to assign, subcontract or transfer in any way any rights and obligations without our prior written consent (including, for the avoidance of doubt, any delegation to an Agent).
- 4.2** We may assign, subcontract or delegate the performance of any of our obligations and/or the exercise of any of our rights under these Terms to whomever we deem appropriate.

### 5. Registration

- 5.1** In order to register with us you must fully complete our Registration Form. We may decline your application for registration for any reason and without providing a reason to you.

- 5.2** We reserve the right to carry out credit reference agency and other searches against you, or any director or partner at any time and to register information about our dealings with you with credit reference agencies and/or other databases.
- 5.3** You warrant that:
- 5.3.1** all statements in your completed Registration Form are true, complete and accurate and are not misleading;
  - 5.3.2** neither you, nor any of your Affiliates nor any principal, directors or partners nor any Agents or third parties acting on your behalf have been charged with/or convicted of an offence including fraud or other dishonesty but excluding driving offences;
  - 5.3.3** neither you, any director and/or partner have been declared bankrupt or insolvent;
  - 5.3.4** you have and maintain adequate due diligence on your advisers, including but not limited to checking for bankruptcy, credit status and FCA disciplinary action;
  - 5.3.5** you are not aware of any legal actions, suits or proceedings or investigations by a Regulator pending or threatened against you or any of your Affiliates before any court or administrative body or Regulator; and
  - 5.3.6** you have in place all necessary security and organisational measures (including notifying the ICO) for compliance in full with the requirements of the Data Protection Legislation.

## 6. Permissions, Qualifications, and Authorisations

- 6.1** You must not, directly or indirectly, carry out any Regulated Activity acting in contravention of section 19 of FSMA.
- 6.2** You must maintain the necessary Authorisations to conduct Business with us pursuant to these Terms. You will ensure you comply with this clause 6.2 by regularly checking the Financial Services Register.
- 6.3** You warrant each time you submit Business to us or receive Commission paid or facilitated by us, that you have the necessary Authorisations required to conduct Business with us pursuant to these Terms.
- 6.4** Should your Authorisation or the scope of your Authorisation be altered, suspended or revoked in any way, you undertake to notify us immediately in writing with full details of the relevant change and the reasons for it.
- 6.5** You must not conduct Business with us with or through another intermediary and you must operate and maintain procedures to ensure you comply with this clause 6.5. We may at any time ask you to demonstrate to us how you operate and document such controls.
- 6.6** If you appoint Agents who conduct Business with us, you must:
- 6.6.1** ensure that your Agents do not conduct any Business with us through your Agency without our prior written consent;
  - 6.6.2** procure that your Agents fully comply with the requirements of clauses 6.1 to 6.5 above;
  - 6.6.3** immediately notify us in writing each time you appoint a new Agent or terminate the appointment of an existing Agent;

- 6.6.4** request that a new agency is set up through which that Agent may conduct Business with us; and
  - 6.6.5** procure that any such Agent agrees in writing to be bound by these Terms. We may at any time require you to demonstrate to us that your Agents have agreed to be bound by these Terms.
- 6.7** You must maintain appropriate professional indemnity insurance to cover your liabilities under these Terms and you must provide a copy of your policy to us on request.
- 6.8** You must immediately notify us in writing if you become aware of or have any grounds for believing:
- 6.8.1** you or your Agents are or may be in breach of clauses 6.1 to 6.6; or
  - 6.8.2** you or your Agents have submitted any Business to us which another party has arranged for the Customer, and in this case you shall confirm that you have checked the Financial Services Register to ensure the other party has not undertaken any Regulated Activity in contravention of section 19 of FSMA.
- 6.9** You shall on our request promptly confirm to us in writing that you have complied with clauses 6.1 to 6.7 above.
- 6.10** You are a Distributor and we are a Manufacturer.
- 6.11** You confirm that you have not collaborated with us in the creation, development, issue or design of any Products.

## 7. Compliance

- 7.1** You undertake:
- 7.1.1** to comply with all applicable Regulatory Requirements in relation to the Business;
  - 7.1.2** that you will do nothing which may render us in breach of the Regulatory Requirements; and
  - 7.1.3** to procure that all your employees, directors and officers will comply with these Terms.

## 8. Training and Competency

- 8.1** You must ensure that you fully comply with all Regulatory Requirements in relation to training and competence. In particular, without limitation, you must:
- 8.1.1** have and maintain for the duration of these Terms the resources and expertise to conduct the Business with all skill, care, diligence and experience as reasonably expected by us;
  - 8.1.2** have appropriate oversight and supervision of each adviser acting for you and carry out checks as necessary on such advisers;
  - 8.1.3** have a documented training and competency scheme which includes the training and certification of new advisers and the ongoing monitoring of advisers;
  - 8.1.4** ensure your advisers achieve and maintain sufficient knowledge of our products and pricing; and
  - 8.1.5** confirm that each adviser has passed an appropriate approved examining board's specialist examination and that the adviser has provided or supervised the advice and recommendation.



## 9. Consumer Duty

- 9.1** We are committed to delivering good outcomes for Customers and we have put in place processes to ensure that this commitment is embedded into the way that we conduct business in accordance with Regulatory Requirements.
- 9.2** You must ensure that all the relevant individuals within your organisation are fully aware of their responsibilities under Regulatory Requirements in relation to delivering good outcomes for Customers.
- 9.3** You must not ask us to pay or facilitate the payment of Commission (or any monetary or non-monetary benefit) to you where such payment:
- 9.3.1** would put us in breach of Regulatory Requirements;
  - 9.3.2** would contravene our fair value assessment; and
  - 9.3.3** unless such payment is designed to enhance the quality of service provided to your Customer, evidenced by your own fair value assessment.
- 9.4** You must (and must procure that all individuals within your organisation) read our Product literature before offering our Products to your Customers. You must ensure that you only offer our Products to your Customers where you reasonably believe these Products are suitable for your Customers' needs and will achieve good outcomes for Customers. In determining whether a Product is suitable for a Customers' needs you will take into account the Customer's characteristics (including those of Vulnerable Customers), the Customer's investment knowledge, experience, risk profile, financial situation and investment objective, as well as the target market of the Product.
- 9.5** You must:
- 9.5.1** maintain documented procedures and controls to ensure that you support a Customer's understanding of a Product, for example by communicating in a way that is likely to be understood by Customers;
  - 9.5.2** maintain documented procedures and controls to ensure that you only offer our Products to your Customers where you reasonably believe these Products are suitable for your Customers' needs;
  - 9.5.3** maintain documented procedures and controls to ensure the fair treatment of Vulnerable Customers;
  - 9.5.4** not place yourself in a position where conducting Business pursuant to these Terms would conflict with your obligations and responsibilities to your Customers under Regulatory Requirements;
  - 9.5.5** maintain documented procedures and controls to identify and manage conflicts of interest fairly in the course of your business, that may arise in connection with, or relating to, the operation of these Terms, whether such conflict is potential, actual, perceived or alleged; and
  - 9.5.6** maintain documented procedures and controls to identify and manage the soliciting or acceptance of unfair inducements where this would conflict with your or any other persons' duties to Customers. Should any such conflict occur you will promptly inform us and have in place a mechanism for remedying such situations.

- 9.6** Nothing in these Terms shall override your duty to act in the best interests of your Customers. You must treat your Customers fairly at all times in accordance with the Regulatory Requirements.
- 9.7** If you identify through a complaint or internal monitoring that Customers have suffered foreseeable harm as a result of an action by you, you agree to take appropriate action to rectify the situation, including providing redress where appropriate.
- 9.8** We may at any time require you to demonstrate to us that you operate and document the controls set out in clauses 9.5.1, 9.5.2, 9.5.3 and 9.5.4.

## 10. Financial Crime

- 10.1** You must comply with all Regulatory Requirements relating to prevention of financial crime and tax evasion, including without limitation, the Terrorism Act 2000 (as amended by the Anti-Terrorism Crime and Security Act 2001), the Criminal Justice Act 1993, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Proceeds of Crime Act 2002, The Fraud Act 2006, the Enterprise Act 2002, the Counter-Terrorism (Sanctions) (EU Exit) Regulations 2019 (as amended), the Bribery Act 2010 ("**Bribery Act**"), the FATCA Regulations, all relevant Sanction Orders and the Guidance Notes for the financial Sector of the Joint Money Laundering Steering Group as amended from time to time, all Sanctions and applicable requirements of the FCA, (together the "**Financial Crime Requirements**")
- 10.2** You must not commit and shall procure that your Associated Persons (as defined under Section 8 of the Bribery Act) do not commit any act or omission which shall cause or could cause us to be in breach of, or to commit an offence under the Bribery Act.
- 10.3** You must not offer nor give, nor agree to give, to any of our employees, representatives or third parties acting on our behalf nor accept, or agree to accept from any of our employees, representatives or third parties acting on our behalf any gift or benefit, be it monetary or other, that the recipient is not legally entitled to with regard to any aspect of, or dealing, authorised under these Terms.
- 10.4** You must promptly notify us if you become aware of or have specific suspicion of any bribery or corruption or any other breach of the Financial Crime Requirements with regard to any aspect of, or dealing, authorised under these Terms.
- 10.5** You must maintain and enforce policies and procedures, including adequate procedures under the Bribery Act and reasonable procedures under the Criminal Finances Act, to ensure compliance with the Financial Crime Requirements. You must provide us with a copy of your anti-bribery and corruption procedures and your anti-facilitation of tax evasion procedures on our request.
- 10.6** You must maintain, and be able to evidence on request, a risk-based approach to anti-money laundering measures, including customer due diligence and ongoing monitoring of business relationships.
- 10.7** You must identify and verify the identity of your Customers, and all other relevant parties, and assess the purpose and nature of the business relationship or transaction, as required under current Financial Crime Requirements.

- 10.8** You must maintain records of your customer due diligence, including all documents and information obtained to identify and to verify the identity of Customers, and supporting records of transactions which are subject to customer due diligence or ongoing monitoring, as required under current Financial Crime Requirements for a period of five years from the date on which information is provided to us in accordance with 10.9 below and in respect of any transaction with us.
- 10.9** You must immediately provide us with any documentation or information relating to customer due diligence that we require to comply with any Financial Crime Requirements. You acknowledge that any delay by you in providing us with such documentation or information may result in delayed processing of any transaction.
- 10.10** You must provide us immediately on request with copies of any data or documentation held by you as a record of customer due diligence carried out.
- 10.11** You must provide us immediately on request with copies of any documentation or information we require to satisfy our compliance obligations under applicable Financial Crime Requirements with regard to your engagement as our intermediary (including, but not limited to, our obligation to conduct ongoing due diligence and monitoring of your engagement).
- 10.12** You must notify us immediately in the event there are any changes in your beneficial ownership and provide us with any documentation or information relating to your beneficial ownership structure that we require to comply with any Financial Crime Requirements.
- 10.13** You will, upon our request, certify to us in writing signed by one of your officers or representatives, that you and all persons associated with you are in full compliance with clause 10.1.
- 10.14** You will provide such supporting evidence of compliance as we may reasonably request.
- 10.15** You must immediately report to us any fact or circumstance which indicates that you, or any person associated with you, is or could be in breach of any Financial Crime Requirements in connection with Business conducted pursuant to these Terms.

## 11. Tax Reporting Regimes

- 11.1** You undertake to comply with each of the Tax Reporting Regimes to the extent you are required to do so by law and in order to carry out your obligations under these Terms.
- 11.2** If you are a "Foreign Financial Institution" and/or a "Financial Institution" (as defined by FATCA and CRS, respectively) with reporting obligations under FATCA and/or CRS (as appropriate):
- 11.2.1** you will (or another entity that is permitted and agrees to do so on your behalf will) maintain registration with the US Internal Revenue Service for the purposes of FATCA and have a related "Global Intermediary Identification Number" or "GIIN"; and
- 11.2.2** you will complete and provide us with any self-certification form requested by us in connection with your status under FATCA and the CRS and agree to update any changes to such self-certification form within 30 days of becoming aware that any information provided on the form is not, or is no longer, accurate.

- 11.3** You must immediately provide us with any documentation or information relating to customer due diligence or any other information that we require to comply with any requirements that we may have under any of the Tax Reporting Regimes. You acknowledge that any delay by you in providing us with such documentation or information may result in delayed processing of any transaction.
- 11.4** In the event that you or any of your Agents are required to report any information under MDR in relation to any Customer that is relevant to the any of the arrangements that concern us, the Business or Products then you will so far as possible:
- 11.4.1** notify us promptly of a determination that an MDR report is or may be required; and
- 11.4.2** promptly following submission of any such report to any relevant tax authority, provide to us a copy of the submitted report and any arrangement reference number or other unique tax identification number issued by any tax authority in relation to the report submitted.
- 11.5** You agree that we shall be entitled to disclose to any relevant tax authority any information that is or becomes known to us which we consider reasonably necessary or desirable to comply with our obligations under the Tax Reporting Regimes.

## 12. Modern Slavery Act

- 12.1** You represent and warrant that:
- 12.1.1** you have not been and are not engaged in any practices involving the use of child labour, forced labour, the exploitation of vulnerable people, or human trafficking ("**Slavery and Human Trafficking**");
- 12.1.2** your employees and agency workers are paid in compliance with all applicable Regulatory Requirements (including applicable employment laws and minimum wage requirements); and
- 12.1.3** you will take reasonable steps to prevent Slavery and Human Trafficking in connection with your business and supply chain.
- 12.2** You agree to respond to all reasonable requests for information required by us for the purposes of completing our annual anti-slavery and human trafficking statement.

## 13. Prevention of the Facilitation of Tax Evasion

- 13.1** You shall:
- 13.1.1** comply with all Regulatory Requirements relating to taxation, the prevention of tax evasion and the prevention of the facilitation of tax evasion (whether within, or outside of, the United Kingdom) including but not limited to the Criminal Finances Act 2017 ("**CFA 17**") ("**Relevant Tax Requirements**");
- 13.1.2** not engage in any activity, practice or conduct and not omit to do anything or permit anything to be done which:
- (a)** would constitute:
- (i)** a UK tax evasion offence within the meaning of section 45(4) of the CFA 17 ("**UK Tax Evasion Offence**"); or

(II) a foreign tax evasion offence within the meaning of sections 46(5) of the CFA 17 (**'Foreign Tax Evasion Offence'**);

(III) the facilitation of a UK Tax Evasion Offence or Foreign Tax Evasion Offence (together, a **'Tax Evasion Offence'**); or

(IV) the failure to prevent the facilitation of a Tax Evasion Offence;

comply with any tax compliance/anti-tax evasion policies we may provide to you from time to time and any relevant industry code, guidance, or accepted practice relating to tax evasion or preventing a Tax Evasion Offence, in each case as we or the relevant industry body may update them from time to time (**'Relevant Tax Policies'**);

**13.1.3** have and shall maintain in place your own policies and procedures to prevent, detect, and deter any practice, activity or conduct that would be deemed to constitute tax evasion or a Tax Evasion Offence, including prevention procedures under the CFA 17, to ensure your compliance with the Relevant Tax Requirements, the Relevant Tax Policies and clause 13.1.2, and will enforce them where appropriate; You must provide us with a copy of your anti-facilitation of tax evasion procedures on our request;

**13.1.4** upon our request, certify to us in writing signed by one of your officers or representatives, that you and all persons associated with you are in full compliance with clause 13.1.1. You shall provide such supporting evidence of compliance as we may reasonably request; and

**13.1.5** immediately report to us any fact or circumstance which indicates that you, or any person associated with you under clause 13.1, is or could be involved in any practice, activity or conduct that constitutes or could constitute tax evasion or the facilitation of a Tax Evasion Offence in connection with Business or performance of services conducted pursuant to these Terms.

**13.2** You shall ensure that any person associated with you who is performing services in connection with these Terms does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on you in this clause 13 (**'Relevant Tax Terms'**). You shall be responsible for the observance and performance by such persons of the Relevant Tax Terms, and shall be directly liable to us for any breach by such persons of any of the Relevant Tax Terms.

**13.3** If at any time you breach this clause 13 or are subject to any criminal investigation or prosecution pursuant to the Relevant Tax Requirements then that will constitute a "material breach" of these Terms for the purposes of clause 31 (Termination).

**13.4** For the purpose of this clause 13, the meaning of prevention procedures and whether a person is associated with another person shall be determined in accordance with sections 44(4), 44(5), 45(3) and 46(4), as applicable of the CFA 17 (and any guidance issued under section 47 of that Act). Anyone you assign, subcontract, delegate or transfer any rights or obligations to under clause 4 is a relevant person for the purposes of this clause 13.

## 14. Customer Application

**14.1** You warrant and represent that:

**14.1.1** you have full power and authority to act for the Customer for whom you transact the Business and have all necessary consents to submit a Customer application to us; and

**14.1.2** any Customer applications you submit to us are complete and accurate.

**14.2** We may reject any Customer application and we may cease to accept Customer applications from you at any time without reason or explanation.

**14.3** You agree to provide us with all information reasonably requested by us in relation to a Customer or a Customer application (including all information relating to any affordability, suitability or Financial Crime Requirements checks or assessments you have made in relation to a Customer).

**14.4** You agree to notify us immediately in writing if you become aware of any information relating to a Customer or a Customer application that may reasonably impact our decision to accept a Customer application or to provide a Product to a Customer.

## 15. Customer Disclosure

**15.1** You must:

**15.1.1** accurately disclose to the Customer the relationship between you as Intermediary and us as lender (including a disclosure that we will not be responsible to Customers for any advice that you provide);

**15.1.2** not purport to be acting for us, or make any statement that could be binding upon us;

**15.1.3** not make any representation or promise relating to us or our Products which is not expressly stated in our Product literature;

**15.1.4** you must make all necessary disclosures to your Customers in relation to any Commission paid, or payment facilitated to you pursuant to these Terms in accordance with Regulatory Requirements;

**15.1.5** provide the Customer with any documentation or literature that we produce for the benefit of the Customer and without alteration; and

**15.1.6** disclose all the Product details to the Customer and where necessary explain those details.

## 16. Advice

**16.1** Any advice that you provide to Customers must comply with the Regulatory Requirements. This includes, without limitation, carrying out all necessary enquiries and investigations to ensure that any Product you recommend is suitable and appropriate for the Customer, taking into account their personal circumstances and needs. In the event that a Customer asks us for advice, and we request that you contact that Customer directly to provide such advice, you shall ensure that an employee who is an appropriately authorised and licensed advisor promptly contacts that Customer and provides such advice to that Customer in accordance with these Terms.

- 16.2** Your advice process must incorporate the regulated process and standards and be in accordance with Good Industry Practice and Regulatory Requirements, including the Consumer Duty.
- 16.3** For the avoidance of doubt, you will provide all advice to Customers in relation to the matters contemplated by these Terms and we will not provide any such advice whatsoever to Customers.

## 17. Advertisements and Trademarks

- 17.1** Legal & General Group plc is the owner of the Legal & General Trade Marks. You will not produce, publish or distribute any promotional documentation, pamphlets or other materials, or establish any internet sites, containing or otherwise using any trademarks, logos or other intellectual property of which we are the proprietor or licensee (including the Legal & General Trademarks) unless you have first obtained a written licence to do so from us or any of our group companies.
- 17.2** We will provide you with details of the licensing procedure on request.
- 17.3** For the avoidance of doubt, this clause shall not apply to materials we supply to you to distribute to your Customers.

## 18. Complaints

- 18.1** You must have a process in place to manage Customer complaints in accordance with Regulatory Requirements and will provide to us details of this process upon request.
- 18.2** You will work promptly, professionally and collaboratively with us to resolve Customer complaints.
- 18.3** You must notify us:
  - 18.3.1** immediately if you are subject to, or aware of any act, matter, thing or circumstance which may give rise to, any investigation, enquiry, request for information, disciplinary proceedings or enforcement action by a Regulator, which includes, but is not limited to, receipt of any written or oral communication or notice from a Regulator; and
  - 18.3.2** immediately if you become aware of any actual or potential claim, complaint, or dispute arising in relation to a Customer relevant to Business conducted in accordance with these Terms and that claim, complaint or dispute shall be handled by you in accordance with the Regulatory Requirements, Good Industry Practice and your own complaints handling process.
- 18.4** In the event that you are subject to any of the matters or circumstances in clause 18.3 above, you shall:
  - 18.4.1** provide to us, without delay, full details of the facts and circumstances, including copies of all relevant documents, correspondence, communications or any other information reasonably requested by us; and
  - 18.4.2** take all sufficient steps to fully co-operate with the Regulator or Customer and provide access to copies of all information required by the Regulator or Customer to which it is entitled or may otherwise request.
- 18.5** We reserve the right to request from you at any time, and you shall promptly provide, a copy of your complaints statistics relating to the Products or the Customers.

## 19. Online Security/IT Security

- 19.1** You will have, and shall at all times, maintain and comply with documented policies and procedures sufficient to maintain the security of data, equipment and IT systems. Such policies and procedures shall include:
  - 19.1.1** firewall protection, intrusion detection and prevention systems and anti-virus software which are regularly updated in line with all notices, updates and alerts issued by the licensors of such protection and software;
  - 19.1.2** the encryption of all Confidential Information, sensitive and Personal Data during transit and at rest through internal and external networks;
  - 19.1.3** pseudonymisation of all Personal Data;
  - 19.1.4** physical security, including the location of equipment used to carry out the Business in a secure environment sufficient to prevent unauthorised physical access to such equipment;
  - 19.1.5** the use of secure configuration of computer systems in line with Good Industry Practice where appropriate;
  - 19.1.6** the use of approved access control systems; and
  - 19.1.7** any and all other safeguards and protections as may from time to time be required to comply with Good Industry Practice (bearing in mind the sensitivity of the data that is being accessed by you).
- 19.2** You shall continually monitor compliance with the provisions of this clause 19 (including by way of monitoring for security attacks) and shall promptly implement corrective measures where non-compliance is discovered or suspected.
- 19.3** You acknowledge that ordinary unencrypted email is not a secure medium and will not be used for transmitting Customer Personal Data or other Personal Data or Confidential Information.
- 19.4** You will not share or disclose passwords to our online services including the Adviser Centre and the Adviser Portal. If your password is disclosed to a third party, whether deliberately or in error or otherwise, we will not be liable to you or to any Customer or to any third party for any loss incurred. You agree to indemnify us and hold us harmless in respect of any and all losses or expenses incurred by us as a result of any unauthorised use of our online services resulting from such disclosure. If you forget your password, or if you believe that someone else knows your password, you shall notify us immediately in writing.
- 19.5** We reserve the right at any time to refuse new access, or terminate your existing access, to our online services without explanation.

## 20. Data Protection

- 20.1** Each of the Parties acknowledges that, in relation to their obligations under this Agreement, they will each act as an independent Controller. For the avoidance of doubt, it is not envisaged that either Party will be Processing Customer Personal Data (and act as the Data Processor) on behalf of the other Party.
- 20.2** If and to the extent either Party believes that it may be required to act as the other Party's Processor in order to

fulfil its obligations under this Agreement, it shall notify the other Party of this in writing. If the other Party agrees with this view, the Parties shall, acting reasonably and in good faith, agree a set of Processor provisions that satisfy the requirements of Article 28(3) of the UK GDPR.

- 20.3** To the extent that you are acting as a Controller in relation to Customer Personal Data:
- 20.3.1** you confirm that you are registered with the ICO as required under the Data Protection Legislation and will ensure that your notification details include all persons, purposes and other particulars required to be registered under the Data Protection Legislation in connection with these Terms;
  - 20.3.2** you will comply with the Data Protection Legislation (and any relevant equivalent statute or law in any other applicable jurisdiction) in transacting Business with us under these Terms;
  - 20.3.3** you will not send Customer Personal Data to us by electronic means except where we have approved measures to ensure the security of such data;
  - 20.3.4** you will obtain all necessary consents, required to allow us to Process, use or transfer Customer Personal Data in connection with the Business. You will ensure that you are not subject to prohibitions or restrictions which would restrict you from complying with the Data Protection Legislation, or which would restrict either Party from Processing the Personal Data under these Terms;
  - 20.3.5** you will ensure that all fair processing notices have been given and are sufficient in scope to enable us to Process the Customer Personal Data as required in order to obtain the benefit of its rights, and to fulfil our obligations under these Terms in accordance with the Data Protection Legislation;
  - 20.3.6** you will ensure that all appropriate technical and organisational measures are implemented and maintained to protect the Customer Personal Data to at least the standard imposed upon a Data Controller under the Data Protection Legislation;
  - 20.3.7** you will promptly, and in any event within twenty-four (24) hours, notify us about any breach of this clause 20 or of a Personal Data Breach; and
  - 20.3.8** each of the Parties acknowledges and agrees that Appendix 1 (Data Protection) is an accurate description of the data processing particulars in relation to Customer Personal Data.
- 20.4** You may not transfer (nor permit the transfer of) the Customer Personal Data to a jurisdiction outside the United Kingdom or European Economic Area unless:
- 20.4.1** the transfer is being made to a jurisdiction that is subject to an Adequacy Decision; or
  - 20.4.2** the transfer is to a Non-Adequate Country and you (or the relevant Third Party Provider):
    - 20.4.2.1** enter into an International Data Transfer Agreement with the relevant Data Importer; and
    - 20.4.2.2** undertake a data transfer risk assessment to establish the level of protection afforded to transferred Personal Data in that Non-Adequate Country and implement any additional safeguards it determines are necessary to ensure a level of protection essentially equivalent to that of the exporting jurisdiction.

- 20.5** Upon reasonable request from us, you shall provide the details of any transfers to Non-Adequate countries made (including the appropriate safeguards implemented).
- 20.6** Where, in any circumstances, you or any Third Party Provider (as applicable) receives, or becomes aware of, a Public Authority Access, you shall (and shall procure that the relevant Third Party Provider shall) use reasonable endeavours to advise us in advance of such disclosure, unless you or any Third Party Provider (as applicable) is prohibited by applicable law from notifying us of that disclosure, in which case you shall do so as soon as practicable thereafter (where permitted by applicable law).
- 20.7** You acknowledge that:
  - 20.7.1** we will Process the Intermediary Personal Data in connection with the performance of our obligations, and the receipt of the benefit of our rights, under these Terms;
  - 20.7.2** we reserve the right to search against you with credit reference agencies and/or other databases;
  - 20.7.3** we may provide you with information (in writing, by telephone, email or SMS) about other products or services which might be of interest to you, including those offered by us, unless you inform us that you do not want to receive such information;
  - 20.7.4** you understand that you have the right to request a copy of your Intermediary Personal Data and to request us to correct any inaccuracies in your Intermediary Personal Data. We reserve the right to register information about our dealings with you including Intermediary Personal Data with credit reference agencies and/or other databases supplying or providing information for business analysis and fraud prevention;
  - 20.7.5** we will process Intermediary Personal Data in line with our privacy policy ([www.legalandgeneral.com/institutional/privacypolicy/](http://www.legalandgeneral.com/institutional/privacypolicy/)) whether or not the application goes ahead and also any information which relates to any contract you enter into with us;
  - 20.7.6** we will be using Intermediary Personal Data to allow us and our representatives to manage your dealings with us;
  - 20.7.7** we may use Intermediary Personal Data for the purpose of carrying out market research; and
  - 20.7.8** we may need to check your identity to meet the Regulatory Requirements (in particular in respect of money laundering). You understand that to do this we may use online digital identify validation or refer your personal details to a credit reference agency and that this may affect your credit rating.
- 20.8** We may hold and process by computer or otherwise, information relating to you and Customers (including Customer Personal Data and Intermediary Personal Data) for the operation of Unit holdings and for statistical analysis. We may transfer information to any third party agent acting on our behalf.
- 20.9** We are under no obligation to provide our Personal Data or to return Customer Personal Data to you

## 21. Records

- 21.1** You must keep and maintain your own full and accurate records and accounts relating to Business conducted pursuant to these Terms in accordance with Regulatory Requirements (and sufficient to demonstrate your compliance with these Terms).
- 21.2** Subject to the Regulatory Requirements you must retain all correspondence, documentation, papers, records, relating to any Policy in your possession for a period of six years from the date of the expiry of the Policy.
- 21.3** Subject to the Regulatory Requirements, you shall promptly provide copies of your records maintained in accordance with this clause 21 to us on our reasonable request.

## 22. Documentation

- 22.1** You must pass any documentation (un-amended) to the following persons as soon as reasonably practicable:
  - 22.1.1** to the Customer, if we have supplied it to you for onward transmission to the Customer; and
  - 22.1.2** to us, if provided by the Customer to you for onward transmission to us.
- 22.2** You must show your FCA authorisation number on each Business proposal or application.
- 22.3** You acknowledge that we are obliged to send certain documents direct to Customers and we reserve the right to send communications direct to any Customer.
- 22.4** All information, documents, books and computer software and hardware belonging to us and in your possession must at all times be available for us to inspect, and you must deliver these to us on demand unless otherwise agreed between the Parties in writing.
- 22.5** You must not:
  - 22.5.1** issue any circular, advertisement, leaflet or other promotional material on an application from or document relating to us or our business or a specific Product unless the document in question has reasonable opportunity to provide our comments on and approval in writing;
  - 22.5.2** alter or omit to transmit any information we supply for onward transmission to the Customer, or supplied by the Customer for transmission to us; and/or
  - 22.5.3** except as otherwise expressly permitted hereunder, make any written or oral statements or representations which could in any way bind us.
- 22.6** We shall not be liable for any loss suffered by your Customer(s) as a result of your failure to provide or delay in providing any documentation or anything else required under these Terms.

## 23. Product Governance

- 23.1** As the Manufacturer of the Products, we will comply with all of the responsibilities of a Manufacturer under the Regulatory Requirements applying to each Product.
- 23.2** We will make information available to you as required by Regulatory Requirements.

- 23.3** We will also supply, as far as is reasonable or required by Regulatory Requirements, such other Product information as reasonably requested.
- 23.4** You agree to be responsible for complying with the responsibilities of a Distributor under the Regulatory Requirements applying to each Product.
- 23.5** In particular, you agree to:
  - 23.5.1** set your distribution arrangements out in a written document and make it available to relevant staff;
  - 23.5.2** have in place adequate distribution arrangements to:
    - 23.5.2.1** obtain the information specified in 23.2 from us to fully comprehend the Products being offered to Customers;
    - 23.5.2.2** understand the characteristics and identified target market of each Product and ensure the objectives, interests and characteristics of Customers are taken into account;
    - 23.5.2.3** take into account the level of complexity and risks related to Products;
    - 23.5.2.4** prevent and mitigate Customer detriment; and
    - 23.5.2.5** support a proper management of conflicts and interest.
  - 23.5.3** ensure that you only distribute relevant Products to Customers in accordance with the target market identified and provided to you by us from time to time;
  - 23.5.4** identify the value that the Products are intended to provide the Customers and the impact that your distribution arrangements (including any remuneration you receive) have on the overall value of Products. In doing so, you must consider at least the following:
    - 23.5.4.1** the benefits the Products are intended to provide to Customers;
    - 23.5.4.2** the interaction between the price paid by Customers and the extent and quality of any services you provide;
    - 23.5.4.3** whether any remuneration you receive in relation to Products would result in Products ceasing to provide fair value to Customers; and
    - 23.5.4.4** any potential detrimental effect on the intended value where the Product is to be distributed as part of a package.
- 23.6** You must provide us, promptly on request, with information relating to your distribution arrangements, including but not limited to, information on the regular reviews of your distribution arrangements to ensure that they remain valid and up to date.
- 23.7** You shall promptly inform us and amend your distribution strategy as appropriate for the Products in the event that you become aware that:
  - 23.7.1** any of the Products are not in line with the interests, objectives and characteristics of the target market notified to you;

- 23.7.2** that there are any other Product related circumstances that may adversely affect the Customers you distribute Products to; or
- 23.7.3** that any of the Products no longer provide fair value to Customers.
- 23.8** Subject to Regulatory Requirements, you must keep and maintain full and accurate records of the Customers you distribute relevant Products to.
- 23.9** Subject to the Regulatory Requirements, you must provide us with copies of the records you keep pursuant to 23.7.3 to in the form and frequency we may specify to you from time to time.

## 24. Confidentiality

- 24.1** We and you shall ensure that all Confidential Information is kept confidential and shall not make or cause or permit to be made any use or disclosure of any such Confidential Information except to the extent necessary to perform its obligations under these Terms or as expressly permitted by these Terms.
- 24.2** Each Party shall be permitted to disclose Confidential Information of the other Party to the extent that it is required to do so by law or by any public, governmental, supervisory or regulatory authority or by any legally binding order of any court or tribunal provided in any such case provided that:
  - 24.2.1** it shall give the other Party prompt notice of the disclosure (where lawful and practical to do so) so that the other Party has sufficient opportunity, where possible, to prevent or control the manner of disclosure by appropriate legal means;
  - 24.2.2** the disclosure or use is limited strictly to those parts of the other Party's Confidential Information which are required to be disclosed pursuant to clause 24.2; and
  - 24.2.3** each Party shall use reasonable endeavors to ensure the recipient of such Confidential Information is made aware that such information is confidential.
- 24.3** The obligations contained in clauses 24.1 to 24.2 shall not apply to any Confidential Information of either Party:
  - 24.3.1** to the extent that such Confidential Information was publicly available or generally known to the public or lawfully in the possession of the other Party at the time of the disclosure;
  - 24.3.2** to the extent that such Confidential Information becomes publicly available or generally known to the public at any time after such disclosure, except as a result of any breach by the other Party of its obligations hereunder;
  - 24.3.3** to the extent that the other Party acquires or has acquired such Confidential Information free from any obligation of confidentiality from a third party who is not in breach of any obligation as to confidentiality to either Party; or
  - 24.3.4** in relation to us only, to the extent we are required to disclose Confidential Information in the normal course of business including for the purposes of reinsurance or fraud prevention.

- 24.4** You will ensure that all of your employees or agents to which Confidential Information is disclosed are aware prior to receiving Confidential Information in question of the relevant Party's obligations pursuant to this clause 24.
- 24.5** Notwithstanding clause 24.2.2, we may disclose Confidential Information to any member of our group, to any third party which assists us in providing any Products to our Customers and any person to whom an assignment is made under clause 4.
- 24.6** You shall operate reasonably adequate procedures designed to ensure compliance with this clause 24. We may at any time ask you to demonstrate to us that you operate such procedures.

## 25. Competition Law

- 25.1** These Terms are non-exclusive and do not prevent:
  - 25.1.1** us from distributing Products, or entering into arrangements similar to those provided for in these Terms with any third party, or from carrying on business similar to or in competition with you; or
  - 25.1.2** you from entering into agreements with other product providers or placing business with companies other than us.
- 25.2** You shall comply with all applicable competition laws, including without limitation, the Competition Act 1998, the Enterprise Act 2002 and Articles 101 and 102 of the Treaty on the Functioning of the EU, as amended from time to time.
- 25.3** Any Confidential Information we provide to you may be shared with a third party only to the extent that this is necessary to carry out your obligations under these Terms and, in any event, any such Confidential Information must be sufficiently historic, anonymised and aggregated to ensure that the recipient cannot identify that it originates from us.
- 25.4** You shall not share with us any third party confidential information you receive, particularly from any of our actual or potential competitors, unless this is necessary to carry out your obligations under these Terms and, in any event, any such information must be sufficiently historic, anonymized and aggregated to ensure that we cannot identify its owner.
- 25.5** Publicly available information may not be "genuinely public" information for the purposes of the application for competition law. For the avoidance of doubt, the exceptions provided in clause 25.3 do not allow the disclosure or supply of any Confidential Information of either Party or any confidential information of any third party in contravention of any relevant competition laws.

## 26. Communications and Notification

- 26.1** Any communications you are required to send to us under these Terms must be sent to our duly authorised official as notified by us to you from time to time.
- 26.2** You must communicate with us in writing (including electronically), although we may agree to accept instructions verbally. If we agree to accept verbal instructions, we may require that the instructions be confirmed in writing.

- 26.3** You agree to promptly notify us in writing of any changes to your correspondence address, email, telephone numbers and any other contact information we may have for the purposes of communicating with you.
- 26.4** You acknowledge that facsimile and/or electronic forms are unsafe methods of communication and any communications you send by email, facsimile or electronic messages may be lost, subject to delays, interference by third parties and viruses and the confidentiality, security and integrity of such communications cannot be guaranteed. You acknowledge that communications sent in electronic form cannot be guaranteed to be free of error.
- 26.5** Any notice given by us under these Terms may be given by electronic means and will be deemed to have been received upon receipt during a Business Day (if sent by email), upon delivery (if delivered by hand) or on the second Business Day after delivery (if delivered by post).
- 26.6** You shall immediately notify us in writing if:
- 26.6.1** you become aware of any act, matter or thing (or have any grounds for believing that any act, matter or thing may occur) that renders (or may render) any warranty provided by you in these Terms to be inaccurate, untrue or misleading (either wholly or in part) or that will otherwise impact or affect any warranty provided by you in these Terms;
  - 26.6.2** you become aware or have any grounds for believing that any statement in these Terms is or becomes inaccurate;
  - 26.6.3** there are any changes to your business that could reasonably impact your ability to provide the services under these Terms or the Business;
  - 26.6.4** you or any of your Agents or relevant third parties ceases to have the appropriate Authorisation(s) to carry on the Business;
  - 26.6.5** you become aware of or have specific suspicion of any corruption with regard to any aspect of these Terms; or
  - 26.6.6** you, any partner and/or director become Insolvent.
- 26.7** Any notice to be served in connection with these Terms shall be sent by email and by hand or post to: (i) in your case, your last known registered address or correspondence address; or (ii) in our case: email to [distributionoversight@landghomefinance.com](mailto:distributionoversight@landghomefinance.com) or post to Distribution Oversight Manager, Legal & General Home Finance, 4th Floor, Chadwick House, Warwick Road, Solihull, B91 2AA or such other address as we may notify to you from time to time.
- 27.3** Where the Regulatory Requirements specify terms as to how Commission must be paid or facilitated, those terms will be deemed to be incorporated in these Terms and, to the extent of any conflict, the Regulatory Requirements will prevail.
- 27.4** All matters relating to the payment or facilitation of Commission by us to you shall be governed by these Terms and, to the extent of any conflict, the Regulatory Requirements will prevail.
- 27.5** Our statements of account (which may be contained in writing, disk, tape, direct online communication, or any other method of communication, agreed by the Parties) shall be the definitive record of Commission due to you, and shall be final and binding except in the case of manifest error.
- 27.6** We will pay, or facilitate the payment of Commission up to our decency limit (details of which are available on the Adviser Centre), or as otherwise agreed in writing with you.
- 27.7** The rates of Commission, and our decency limit, may be amended by us to the extent permitted under the Regulatory Requirements and at our absolute discretion from time to time and the current Commission payment procedures will be published from time to time in updated versions of the Commission Schedules which you can access via the Adviser Centre.
- 27.8** You must make all necessary disclosures to your Customers in relation to any Commission paid, or payment facilitated to you pursuant to these Terms in accordance with all Regulatory Requirements.
- 27.9** On receipt of appropriate instructions from the Customer, we reserve the right to transfer the entitlement to, and payment of, Commission to an alternative intermediary as previously appointed by the Customers. Additionally, either where the Customer states in writing that the Customer is receiving on-going advice in relation to Products from an alternative intermediary (in cases where you originally provided advice in relation to Products), or where there is a "bulk transfer", we reserve the right to transfer entitlement to, and payment, or facilitation of Commission to an alternative intermediary. Where you or your Agents have submitted Business under these Terms under a Master Agency with us, but then set up a separate agency with us, we reserve the right to pay (or not pay) remuneration to the new agency.
- 27.10** In the event of any dispute arising between you and another intermediary in respect of any Commission, we will have the absolute discretion to decide to whom such Commission shall be payable. Our decision shall be final and you will not have any claim against us in relation to it.
- 27.11** In the event that you are required to repay Commission paid to you by a third party acting as agent on our behalf, you shall make any repayments directly to us (and not to the third party).
- 27.12** We may, at our discretion, withhold, cease or suspend paying Commission if:
- 27.12.1** you cease to be Authorised;
  - 27.12.2** you die or become insolvent;
  - 27.12.3** as a result of our regular financial stability checking process, we reasonably believe there is sufficient concern about your ability to comply with the Regulatory Requirements and your obligations under these Terms and we notify you as such in writing;

## 27. Commission

- 27.1** We (or, where relevant, such third party acting as agent on our behalf as we may notify you from time to time) will pay you Commission on any Product that has been subscribed for by, and accepted by us as, a Customer as a result of Business submitted to us by you or on your behalf and accepted by us in accordance with the agreed Commission rates and these Terms.
- 27.2** We shall only pay, or facilitate payment, of Commission to you to the extent that we are permitted to do so under the Regulatory Requirements.



- 27.12.4** we consider, in our absolute discretion, that a payment would be in breach of Regulatory Requirements;
  - 27.12.5** we consider, in our absolute discretion, that a payment would be in breach of Regulatory Requirements;
  - 27.12.6** we consider, in our absolute discretion, that you are no longer providing an on-going financial advisory service to the relevant Customer;
  - 27.12.7** we consider, in our absolute discretion, a payment would constitute an unfair inducement or not be in the best interests of your Customer;
  - 27.12.8** we consider, in our absolute discretion, the payment of the Commission is not designed to enhance the quality of the service to the Customer;
  - 27.12.9** we consider, in our absolute discretion, the payment of the Commission would cause the Product or service to no longer represent fair value to the Customer;
  - 27.12.10** we terminate these Terms with you in accordance with clause 31, notwithstanding that you may continue to be Authorised;
  - 27.12.11** in accordance with a Product's terms, the Customer instructs us to cease making payments to you or to make such payments to an alternative intermediary;
  - 27.12.12** you are in breach of any warranty or other obligation of these Terms or the agreement constituted by these Terms is terminated for any reason;
  - 27.12.13** we reasonably believe that you are acting in breach of Regulatory Requirements or in a fraudulent manner;
  - 27.12.14** your business changes materially, or if a material part of your business is transferred to a competing intermediary;
  - 27.12.15** if you fail to achieve minimum persistency standards and minimum disclosure related metrics (as published in our Adviser Centre);
  - 27.12.16** you fail to provide us with any information we request from you pursuant to clause 20 or 22;
  - 27.12.17** in accordance with these Terms; or
  - 27.12.18** If payment of a Commission is not permitted by Regulatory Requirements.
- 27.13** We reserve the right to require you (and/or your directors or members) to provide appropriate guarantees in the form set out on the Adviser Centre and/or any other security as may be required by us before we pay, or facilitate the payment of, Commission to you.
- 27.14** You must notify us in the event new members or directors join you. We reserve the right to request guarantees from your new members or directors in accordance with clause 27.13.

## 28. Rights of set off

- 28.1** We may apply all or any amounts due (by way of Commission or otherwise) to you or any of your associated companies under these Terms to reduce or pay any sums of money charged by or otherwise due to us under these Terms on any account whatsoever and any indemnity hereunder, including without limitation to the foregoing, any sums of money due in settlement of any purchase or conversion or any losses or costs due in respect of the failure to settle a purchase, redemption or conversion transaction and, to the extent so applied, shall cease to be payable to you. It is intended that this clause should be directly enforceable by any Legal & General company.

## 29. Audit Rights

- 29.1** In accordance with our Regulatory Requirements, we may undertake an audit of you to allow us to understand how you are placing our Products with Customers by reviewing your sales processed and procedures including but not limited to requesting the following information:
- 29.1.1** the Customer journey followed;
  - 29.1.2** how you have presented our Products to your Customer;
  - 29.1.3** your Customer risk warning and signposting processes;
  - 29.1.4** your policies and procedures in relation to fair treatment of Vulnerable Customers;
  - 29.1.5** any sales incentive scheme(s) you may have used;
  - 29.1.6** the adequacy of your control environment;
  - 29.1.7** your compliance with these Terms and the Regulatory Requirements;
  - 29.1.8** your financial statements and bank statements in order to assess your financial viability. If this is not received we reserve the right to amend your Commission terms as stated in these Terms;
  - 29.1.9** details of lead providers you use and the due diligence procedures you have in place; and
  - 29.1.10** information contained within your customer relationship management (CRM) system relating to Customers that have been sold our Product(s).
- 29.2** You shall allow access to your premises, files and documents on reasonable notice for these notice for these purposes.
- 29.3** You shall comply promptly with any reasonable request by us for information (which without limitation shall include documents whether stored electronically or otherwise) relating to the audit rights granted under this clause 29. Information requested as part of the audit should be provided within 14 calendar days of the date requested.

## 30. Indemnity and Liability

- 30.1** Without prejudice to any other indemnity contained in these Terms, you shall hold us harmless and indemnify us and keep us indemnified on after tax basis against all losses, damages, costs, liabilities, claims or charges incurred by us directly or indirectly as a result of:
- 30.1.1** any breach of these Terms by you or any of your employees, directors, officers, Agents or third parties acting on your behalf;
  - 30.1.2** any tort committed by you or any of your employees, directors, officers or Agents;
  - 30.1.3** any failure by you or any of your employees, directors, officers or agents to comply with the Regulatory Requirements;
  - 30.1.4** you providing any inaccurate or misleading information or documentation to us or the Customers; or
  - 30.1.5** the inaccuracy of any information, statement, or instruction (including any misrepresentation or breach of authority) made or given to us by you or any of your employees, directors, officers or Agents pursuant to these Terms.
- 30.2** Without prejudice to the indemnities contained elsewhere in these Terms, you shall indemnify us on an after tax basis and keep us indemnified against all losses, costs, damages or claims which we may suffer as a result of relying upon any provisions contained in any agreement between you and your Customer.
- 30.3** We will only be liable to you for loss arising directly as a result of negligence, fraud or wilful default by us or any of our employees or agents. We shall not be liable for special, indirect, incidental or consequential damages or losses.
- 30.4** Nothing in these Terms shall exclude our liability for any matter for which it would be illegal for us to exclude or attempt to exclude its liability, or for fraud.

## 31. Termination

- 31.1** Either Party may terminate the agreement constituted by these Terms by giving not less than 28 days' written notice to the other.
- 31.2** We may terminate the agreement constituted by these Terms with immediate effect by giving written notice to you if:
- 31.2.1** you cease to be Authorised;
  - 31.2.2** you cease to have the appropriate Authorisations from the FCA to carry on the Business contemplated;
  - 31.2.3** you die or become Insolvent;
  - 31.2.4** you, or anyone who owns or controls you, are or become a Sanctioned Person;
  - 31.2.5** you commit a material breach of these Terms;
  - 31.2.6** the business you conduct changes materially, or if a material part of your business is transferred to a competing intermediary or if you undergo a change of control (such control being interpreted in accordance with section 1124 of the Corporation Tax Act 2010);
  - 31.2.7** we reasonably believe that you are in breach of any of your responsibilities as specified in clause 9 (Consumer Duty);
  - 31.2.8** we reasonably believe a conflict of interest has arisen which may damage the interests of Customers or potential Customers or where we reasonably believe that you have not taken sufficient measures to prevent conflicts from adversely affecting a Customer's best interests or taken steps to mitigate conflict of interest risks before undertaking any business on the Customer's behalf;
  - 31.2.9** we reasonably believe that you are acting in breach of Regulatory Requirements or in a fraudulent manner;
  - 31.2.10** you commit an act or become involved in a situation which, in our reasonable opinion, reflects or could reflect unfavourably upon, or is or could be prejudicial to, us and/or the Business; or
  - 31.2.11** you are subject to any actual or threatened investigation, enquiry, prosecution or other enforcement proceedings or process by a Regulator or if a Regulator directs the termination of the agreement constituted by these Terms.
- 31.3** You must notify us immediately in writing in the event that any of the circumstances referred to in clause 31.2 occur.
- 31.4** Following termination of the agreement constituted by these Terms you will continue to provide any necessary details relating to Customers that we may require in order to comply with our obligations under any Regulatory Requirements.
- 31.5** Without prejudice to the generality of clause 27 above, and our right to cease or suspend paying Commission under clause 27.12, on termination you will be entitled to receive all Commission accrued and due up to the date of such termination.
- 31.6** Except to the extent required by Applicable Law on termination of this Agreement, howsoever arising, you shall cease Processing all Legal & General Personal Data and Confidential Information and shall not retain any copy, abstract, precis or summary of any Legal & General Personal Data or Confidential Information, and shall return and/or securely and permanently destroy (or as directed in writing by Legal & General) all Legal & General Personal Data (including records and documentation and all copies in possession and control) and Confidential Information.
- 31.7** Any termination effected by these Terms shall be without prejudice to any of rights of either Party already accrued at the date of termination in respect of any obligations of the Party under these Terms.
- 31.8** Termination of these Terms shall not affect the execution and statement of orders which have been placed with us prior to the notice of termination.
- 31.9** In the event of termination of these Terms pursuant to clause 31.2, we reserve our right to contact Customers directly without your consent for the purposes of, without limitation, servicing, promoting and selling Products to such Customers.
- 31.10** Clauses 10.4, 10.5, 18, 20, 21.2, 23.7.3, 24, 25, 27.10, 28, 29, 30, 32.3, 32.6 and this clause 31 shall survive termination of the agreement constituted by these Terms.

## 32. Miscellaneous

- 32.1** Nothing in these Terms is intended to create a partnership or joint venture or relationship of employee and employer, or principal and agent between the Parties. Neither Party is agent for the other, and neither Party has any authority to make any contract whether expressly or by implication, in the name of the other Party, without that Party's prior written consent.
- 32.2** The clause headings in these Terms are for convenience only and have no legal effect.
- 32.3** Neither Party intends any provision of these Terms to be enforceable by any person other than themselves or their permitted successors or assignees, Subject to any Legal & General company being authorised to take action on our behalf with respect to these Terms, no terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a Party to them.
- 32.4** If any provision of these Terms shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of these Terms shall not be affected.
- 32.5** If we waive any rights arising out of breach of any term of, or your failure to meet any obligation under these Terms, this shall not operate as a waiver in relation to another or continuing breach of the same term or of another or continuing failure by you to meet the same obligation or in relation to a breach of any other provision of, or failure to meet any other obligation under, these Terms by you.
- 32.6** These Terms shall be governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction over any disputes arising under or in connection with them.
- 32.7** Nothing in these terms shall prevent:
- 32.7.1** us from distributing Products as we may in our absolute discretion determine or entering into arrangements similar to those provided for in these Terms with any third party or from carrying on business similar to or in competition with you; or
  - 32.7.2** you from entering into agreements with other product providers or fund managers.

## 33. Declaration

- 33.1** You acknowledge that by submitting Business to us or receiving charges facilitated by us on or after the Effective Date, you agree to be bound by these Terms and acknowledge that these Terms will govern all Business that you, any Agent or any third party acting on your behalf carry out. By placing Business with us you represent that you have read, understood and agreed to these Terms.
- 33.2** You consent to us using the relevant data about you for the purposes set out in clause 20 above.
- 33.3** You confirm that you have in place adequate policies and procedures in relation to the protection of Vulnerable Customers.

## Appendix 1 – Data protection particular

<p><b>The duration of the processing</b></p>	<p>Legal &amp; General Home Finance Limited and the Intermediary will process and retain personal data in accordance with their own record keeping retention policies.</p>
<p><b>The nature and purpose of the processing</b></p>	<p>The Intermediary will share Customer Personal Data with Legal &amp; General to facilitate the provision of Legal &amp; General’s financial services and products to the Intermediaries’ Customers.</p> <p>Legal &amp; General will share information with the Intermediary about their Customer’s Legal &amp; General products and, where appropriate, other information about their Customer’s dealings with Legal &amp; General to enable the Intermediary to provide informed financial advice to their Customers.</p> <p>Legal &amp; General will process Intermediary Personal Data in connection with their obligations under these Terms, any Regulatory Requirements and any specific Commission arrangements agreed in writing with the Intermediary.</p> <p>Legal &amp; General may share Customer Personal Data and Intermediary Personal Data for crime and fraud prevention and the apprehension and prosecution of offenders.</p>
<p><b>The type of customer personal data being processed</b></p>	<p>The following types of personal data:</p> <ul style="list-style-type: none"> <li>• Personal details</li> <li>• Family details</li> <li>• Lifestyle and social circumstances</li> <li>• Financial details</li> <li>• Employment and education details</li> <li>• Goods or services provided</li> </ul> <p>The following special categories of personal data:</p> <ul style="list-style-type: none"> <li>• Data concerning health</li> <li>• Criminal conviction data or data about offences</li> </ul>
<p><b>The categories of data subjects</b></p>	<p>Customers</p> <p>Professional advisers and consultants</p> <p>Enquirers and complainants</p> <p>Employees</p>