

Firm Registration Form

- Equity Release and Mortgage products

This registration form should be completed by firms who are authorised and regulated by the Financial Conduct Authority.

It is for advisers who wish to recommend our mortgage products, including Lifetime Mortgages. There is a separate registration form for our annuity and drawdown products.

All sections of this form are mandatory.

1. Name and address of business

| | |
|--|--|
| Name of Firm (FCA authorised name) | |
| Registered address (as it appears on the FCA register) | |
| | |
| | |
| Telephone number | |
| Fax number | |
| Firm email address | |
| Companies House Register address (if different) | |
| | |
| | |

2. Regulatory status

| | |
|--------------------------|--------------------------|
| Directly Authorised | <input type="checkbox"/> |
| Appointed Representative | <input type="checkbox"/> |
| Registered Individual | <input type="checkbox"/> |

| | |
|---|--|
| Which mortgage club would you like to submit business through? Please note, we can only associate your firm with one club. | |
|---|--|

We do not accept regulated business from any intermediary not authorised and regulated by the Financial Conduct Authority. It is important that you provide us with your current FCA Firm Reference Number (which we reserve the right to check with the FCA) before submitting new business to us. You will be required to hold appropriate 'advising' permissions and be responsible for suitability of advice to the customers.

| | |
|--|--|
| FCA firm reference number | |
| If you are not directly authorised, please provide the name and FCA number of the Network of which you are a member. | |

3. Principals of the business

Please give details of all principals of the business (ie. owners, partners, directors). Please note that any change to the answers given to the yes/no questions below must be notified to us within 5 working days (see 9.3 in the Terms of business).

| | |
|------------------|--|
| Name | |
| Position in firm | |
| Name | |
| Position in firm | |
| Name | |
| Position in firm | |
| Name | |
| Position in firm | |
| Name | |
| Position in firm | |
| Name | |
| Position in firm | |
| Name | |
| Position in firm | |
| Name | |
| Position in firm | |

Has the firm or any of its owners, partners or directors at any time:

| | | | |
|----|---|------------------------------|-----------------------------|
| a. | Been declared bankrupt? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b. | Been the subject of a receiving order? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c. | Been the director of a company which has been wound up other than for purposes of amalgamation or reconstruction? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d. | Been the subject of a court judgement for any outstanding debts or order requiring a payment of money? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| e. | If the answer to question "d" is "Yes" has the judgement been satisfied? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| f. | Entered into an arrangement with creditors? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| g. | Been disqualified or prohibited from being a company director? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| h. | Been subject of, or convicted of, any criminal offence (whether spent or not and whether or not in the United Kingdom) involving fraud, theft, false accounting, misfeasance or negligence? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| i. | Been the subject of an investigation from a regulatory body? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If you have ticked "Yes" to any of questions "a" to "i", please provide full details:

j. Has the firm, or any of its owners, partners or directors, at any time been the subject of a complaint in the last 36 months? Yes No

If you have ticked "Yes" to question "j", please complete the following breakdown of complaints by volume and reason tables:

| | Number received | Number closed | Number upheld by Firm | Number referred to FOS | Total redress |
|--|-----------------|---------------|--------------------------------------|------------------------|---------------|
| Insurance | | | | | |
| Investments | | | | | |
| Mortgages (including equity release) | | | | | |
| Consumer credit | | | | | |
| Total | | | | | |
| | Insurance | Investments | Mortgages (including equity release) | Consumer credit | Total |
| General administration / customer service | | | | | |
| Advising, selling and arranging | | | | | |
| Information, sums / charges or product performance | | | | | |
| Error by provider | | | | | |

Is the firm, or any of its owners, partners or directors, aware of:

k. Any proceedings that have begun, or anyone's intention to begin proceedings against them, for a court judgement for any outstanding debts? Yes No

l. Any proceedings that have begun, or anyone's intention to begin proceedings against them, that may result in a criminal conviction for anything other than traffic offences? Yes No

If you have ticked "Yes" to any of questions "k" to "l", please provide full details:

4. Bank details (for directly authorised firms only)

Please supply your bank details. Commission payments will be sent by BACS credit in the week following completion.

| | |
|--|--|
| Bank/Building Society name | |
| Account holder's name | |
| Account number | |
| Sort code | |
| Email address for commission statements | |
| Commission statement to be marked to the attention of | |
| Address for commission statements (if different to the registered address) | |
| | |
| | |

5. Advisers

Please supply the details of the advisers in your Firm. Please note that any change to the answers given to the yes/no questions below must be notified to us within 5 working days (see 9.3 in the Terms of business).

| | | |
|---|---|--------------------------|
| Adviser 1 | Name | |
| | Telephone number | |
| | Correspondence address (if different to registered address) | |
| | Unique email address | |
| | Administrator email address | |
| Please tick this box to confirm this adviser is qualified to advise on equity release | | <input type="checkbox"/> |
| Please tick this box to confirm that this adviser has reviewed our products and their features on our website | | <input type="checkbox"/> |

Has adviser 1 named above at any time:

| | | | |
|---|---|------------------------------|-----------------------------|
| a. | Been declared bankrupt? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b. | Been the subject of a receiving order? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c. | Been the subject of a court judgement for any outstanding debts? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d. | Been the subject of an investigation from a regulatory body? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| e. | Been the subject of a complaint in the last 36 months? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| f. | Entered into an arrangement with creditors? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| g. | Been the director of a company which has been wound up other than for purposes of amalgamation or reconstruction? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| h. | Been disqualified or prohibited from being a company director? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| i. | Been subject of, or convicted of, any criminal offence? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| If you have ticked "Yes" to any of these, please give details | | | |

Please note, we will be unable to provide access to the KFI Generator if we do not receive the evidence of qualification. Please see Section 6 for more details.

| | | |
|--|---|--|
| Adviser 2 | Name | |
| | Telephone number | |
| | Correspondence address (if different to registered address) | |
| | Unique email address | |
| | Administrator email address | |
| Please tick this box to confirm this adviser is qualified to advise on equity release <input type="checkbox"/> | | |
| Please tick this box to confirm that this adviser has reviewed our products and their features on our website <input type="checkbox"/> | | |
| Has adviser 2 named above at any time: | | |
| a. | Been declared bankrupt? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| b. | Been the subject of a receiving order? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| c. | Been the subject of a court judgement for any outstanding debts? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| d. | Been the subject of an investigation from a regulatory body? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| e. | Been the subject of a complaint in the last 36 months? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| f. | Entered into an arrangement with creditors? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| g. | Been the director of a company which has been wound up other than for purposes of amalgamation or reconstruction? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| h. | Been disqualified or prohibited from being a company director? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| i. | Been subject of, or convicted of, any criminal offence? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If you have ticked "Yes" to any of these, please give details | | |

Please note, we will be unable to provide access to the KFI Generator if we do not receive the evidence of qualification. Please see Section 6 for more details.

| | | |
|--|---|--|
| Adviser 3 | Name | |
| | Telephone number | |
| | Correspondence address (if different to registered address) | |
| | Unique email address | |
| | Administrator email address | |
| Please tick this box to confirm this adviser is qualified to advise on equity release <input type="checkbox"/> | | |
| Please tick this box to confirm that this adviser has reviewed our products and their features on our website <input type="checkbox"/> | | |
| Has adviser 3 named above at any time: | | |
| a. | Been declared bankrupt? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| b. | Been the subject of a receiving order? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| c. | Been the subject of a court judgement for any outstanding debts? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| d. | Been the subject of an investigation from a regulatory body? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| e. | Been the subject of a complaint in the last 36 months? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| f. | Entered into an arrangement with creditors? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| g. | Been the director of a company which has been wound up other than for purposes of amalgamation or reconstruction? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| h. | Been disqualified or prohibited from being a company director? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| i. | Been subject of, or convicted of, any criminal offence? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | If you have ticked "Yes" to any of these, please give details | |

Please note, we will be unable to provide access to the KFI Generator if we do not receive the evidence of qualification. Please see Section 6 for more details.

6. Evidence of Equity Release qualification(s)

Please provide evidence of the qualification(s) held by the adviser(s) named above. We will accept one of the following:

- A copy of the exam certificate or exam statement from the IFS or CII.
- A copy or screen print of a learning statement from the IFS or CII.
- Letter or email from Compliance, HR, or a Director of the firm, confirming they have satisfied themselves that the adviser holds the equity release qualification. This should be provided on letterheaded paper or from a company email address, and include the signatory's job title.

Please note, we will be unable to provide access to the KFI Generator if we do not receive the evidence of qualification.

7. Contact details

Primary Contact

Please nominate an employee who is authorised to update staff and contact information on behalf of your Firm:

| | |
|------------------|--|
| Name | |
| Telephone number | |
| Email address | |

Authorised Changer

Please nominate an employee who has authority to amend important information, such as the Firm's bank details, on behalf of your Firm:

| | |
|------------------|--|
| Name | |
| Telephone number | |
| Email address | |

Administration Contact (optional)

Please nominate an administrative employee:

| | |
|------------------|--|
| Name | |
| Telephone number | |
| Email address | |

8. Contact details for commission statements

| | |
|--|--|
| Email address for commission statements | |
| Commission statements to be marked for the attention of: | |
| Address for commission statements (if different to the registered address) | |
| | |
| | |

9. How did you hear about Retirement Advantage?

| | | |
|------------------------------|--------------------------|-------------------------|
| Colleague/Another adviser | <input type="checkbox"/> | |
| Internet search | <input type="checkbox"/> | |
| Business Development Manager | <input type="checkbox"/> | Please state their name |
| Sourcing tool | <input type="checkbox"/> | Please state which one |
| Mortgage club | <input type="checkbox"/> | Please state which one |
| Network | <input type="checkbox"/> | Please state which one |
| Trade Press | <input type="checkbox"/> | Please state which one |
| Other | <input type="checkbox"/> | Please state details |

10. Terms of business

Definitions & Interpretation

In this Agreement Retirement Advantage means Stonehaven UK Ltd trading as Retirement Advantage (“We” “Our” and “Us”); and

“You” acting (as applicable) as an independent intermediary or as a Principal, or You acting as a mortgage club/mortgage panel provider, providing mortgage panel facilities to Your members.

Together We and You are referred to as “We Both” or “Us Both”. If You are more than one person the obligations of You under this Agreement shall be joint and several obligations of such persons and references to You and Your herein shall be construed accordingly.

“Act” means the Financial Services and Markets Act 2000.

“Agreement” means these Mortgage Introducer Terms and Conditions including Schedule 1.

“Appointed Representative” means as defined in the FCA Rules.

“Commencement date” means the date of commencement of this Agreement as set out in clause 1.4 below.

“Commission” means the commission payable by Us to You which includes procuration fees and all other fees and charges.

“Customer(s)” means a person who is a customer, or a prospective customer of a mortgage.

“FCA” means Financial Conduct Authority and any successor body.

“FCA Rules” means the rules of the FCA.

“Principal” means a principal as defined in the FCA Rules.

References in this Agreement to any statutory provision, regulatory body or external organisation shall include a reference to such provision, body or organisation as from time to time re-enacted, amended, extended or replaced.

1. Scope and Appointment

- 1.1. You agree to act as a non-exclusive independent intermediary (“Intermediary”) either acting on Your own account or through panel members or Your Appointed Representatives (respectively the “Advisers”) as an introducer of mortgages (“the Services”) to Us. You as the FCA authorised intermediary have agreed to accept such appointment on the terms and subject to the conditions of this Agreement. For the avoidance of doubt nothing in this Agreement is deemed to constitute or evidence any intention to appoint You as Our Appointed Representative or Introducer Appointed Representative.
- 1.2. You warrant that the Advisers are approved and authorised (as applicable) by the FCA to provide the Services.
- 1.3. Nothing in this Agreement shall preclude

either You or Us from committing to similar agreements with other institutions or individuals.

- 1.4. This Agreement constitutes an intermediary agreement for the purposes of the FCA Rules.
- 1.5. This Agreement shall take effect on the date of receipt by You of a copy of the Agreement and will continue until terminated by either You or Us in accordance with Clause 6.

2. Authority

- 2.1. You are authorised to effect introductions between Us Both or directly via Your Advisers and Customers. For the purposes of this Agreement, introduction means the passing to Us of Customers’ details in a manner and form prescribed by Us from time to time.
- 2.2. You shall explain to Your Customers, Your status as an Independent Intermediary and, if

- appropriate, You shall produce to Customers' details of any relevant authorisations and regulatory statements including, but not limited to, suitability statements together with confirmation of the service You provide to Customers.
- 2.3. You may display and distribute promotional literature provided by Us. You shall only advertise on Our behalf and, or, use Our name, brand or trade names, trademarks or logos, with Our prior written consent.
 - 2.4. We, within Our absolute discretion, reserve the right to refuse, cancel or amend any application for a mortgage received from You.
 - 2.5. We, within Our absolute discretion, reserve the right to withdraw, amend or modify any product and/or Service specification at any time.

You shall ensure that the Advisers shall at all times;

- 2.5.1. provide all Services pursuant to this Agreement in accordance with the terms of this Agreement as if they were a party to it; and
- 2.5.2. ensure that any information conveyed by the Advisers to Customers regarding Our products accurately reflects the contents of the material provided by Us; and
- 2.5.3. shall keep or cause to be kept full and accurate records (including but not limited to introductions made to Us) relating to its performance of the Services and shall make such records available for inspection by Us at any time; and
- 2.5.4. obey and comply with the FCA Rules and the Act (in the case of Appointed Representatives as if they were directly binding upon them) and with Your written arrangements and procedures as contained in Your compliance policies (as notified to the Advisers from time to time); and
- 2.5.5. be of good character suitably qualified and experienced and where required by Us, remove any Adviser from providing Services pursuant to this Agreement if, in Our reasonable opinion, any Adviser does not meet the required standard of conduct and behaviour.
- 2.6. You shall inform Customers of the amount of any Commission and material inducements (if any) paid by Us to You pursuant to the FCA Rules.
- 2.7. You shall only complete and use documentation relating to Our products that has been supplied and/or approved for such use by Us including completion of all identification and money laundering checks.
- 2.8. You warrant that You shall at all times obey and comply with the FCA Rules, the Act and any other applicable law or regulation.

- 2.9. You must immediately notify Us if either You or any Adviser ceases to be authorised or approved (as applicable) by the FCA.
- 2.10. You shall be of good character suitably qualified and experienced and agree to work diligently and to act always in Our best interest when carrying out the Services necessary in connection with this Agreement.
- 2.11. You will not assign this Agreement or any part of it.

3. Fees and Charges

- 3.1. We shall pay to You the Commission at the rates notified to You from time to time (if applicable, the Commission is inclusive of value added tax).
- 3.2. Commission rates may be adjusted from time to time at Our discretion. The current Commission rates are described in Schedule 1.
- 3.3. We shall be entitled to set off any outstanding Commissions against any debt owed to Us by You.
- 3.4. We reserve the right to stop paying you commission if:
 - 3.4.1 We are notified that you are no longer the agent of the Applicant;
 - 3.4.2 We are waiting for information from the appropriate authorities or other persons about the matters referred to in Clause 2;
 - 3.4.3 You cease to be authorised and regulated by the FCA or any Successor Regulator or fully authorised by any relevant regulatory authority, professional body or trade associated;
 - 3.4.4 The Applicant defaults on the Product;
 - 3.4.5 You are in breach of any warranty or other obligation of this agreement or this agreement is suspended or terminated for any other reason.

4. Compliance

- 4.1. You will comply with all the instructions issued by Us from time to time in relation to this Agreement. We Both will comply with all legal and regulatory requirements as are applicable to our respective obligations under this Agreement and We Both will cooperate fully with each other for the purpose of such compliance.
- 4.2. You will upon reasonable notice grant the FCA access to Your premises and all records, files and documentations relating to this Agreement and all other such information as the FCA may request for the purposes of monitoring or investigating Your compliance with the FCA Rules.
- 4.3. You will upon reasonable notice grant Us access to Your premises and all records, files and documentations relating to this

Agreement for the purpose of monitoring Your compliance with the FCA Rules.

b. provide, free of charge, all historical data required by Us.

4.4. You will grant Us the right to contact Customers relating to this Agreement for the purpose of monitoring Your compliance with the FCA Rules.

6.4.2. You shall accept no further mortgage applications on Our behalf and We shall process those applications which have received before the date of termination. For the avoidance of doubt We, within Our absolute discretion, reserve the right not to accept any mortgage applications from You where termination results from any of the circumstances set out in clause 6.2. and 6.3. above.

4.5. You shall advise Us as soon as reasonably practicable of any instruction, direction or request properly made by the FCA under the FCA Rules in connection with Your activities or the activities of Your Advisers under this Agreement.

5. Regulation

5.1. You represent and warrant that You are authorised by the FCA in the conduct of Your designated mortgage business and (if appropriate) general insurance business; and as Principal You have full power to employ the Advisers who shall be appointed by You to provide the Service's.

7. Insurance

7.1. You shall at all times during the continuance of this Agreement and for a period of six years following termination of this Agreement carry adequate insurance cover with a reputable insurer to cover all of Your insurance liability under this Agreement, and shall make the policy and premium receipts available for inspection by Us at any time.

5.2. Nothing in this Agreement shall exclude Your liability to Us or Customers under the Act or the FCA Rules (as amended).

6. Termination

6.1. This Agreement may be terminated;

8. Complaints & Dispute Resolution

8.1. If any dispute, complaint, question or difference shall arise in relation to this Agreement or otherwise, You acknowledge and agree that We shall have the right to refer the matter to a director or appropriate senior manager who is responsible for compliance within Your firm.

8.2. You shall immediately notify Us specifying the nature of the dispute, complaint, question or difference. The address is as follows;

6.1.1. by mutual agreement at any time;

6.1.2. by either party on the expiry of 30 days' written notice delivered by special delivery post.

6.2. We will have the right to cancel this Agreement with immediate effect in the event of the following circumstances;

Retirement Advantage
110 Cannon Street
London
EC4N 6EU

6.2.1. Your fraud; or

6.2.2. any change to Your regulated activities; or

6.2.3. any breach of this Agreement by You: or

6.2.4. You engage in any conduct prejudicial to Us or Our business; or

6.2.5. If the relevant regulatory approvals for carrying on Your regulated activities in the United Kingdom are withdrawn, lapse or otherwise impaired.

6.3. In the event of Your death, bankruptcy, winding up or making any arrangement or composition with Your UK creditors or any analogous event, or if You become resident outside the United Kingdom or (being a company) change its place of registration or have its ownership or control altered without Our prior consent, this Agreement will automatically come to an end.

6.4. On termination of this Agreement;

6.4.1. You will at Our request:

a. either return, free of charge, or destroy forthwith all material provided to You and Your Advisers by Us; and

In the event of a complaint or dispute, a copy of Our complaints process can be obtained from the above address.

8.3. You agree to obey and comply with the provisions of Our complaints policies as notified to You from time to time.

8.4. We Both shall cooperate fully with each other in respect of providing any relevant Customer information or documentation reasonably requested by either party in order to respond to any Customer Complaint relating to the Services, whether arising before or after the termination of this Agreement.

8.5. We Both shall both comply with FCA DISP requirements for handling Customer complaints.

9. Change of information

9.1. You must notify Us immediately in writing of any changes to Your circumstances such as change of address, legal entity, trading status, engaging in other business activities, change in regulated activities or other material facts including without limitation the occurrence

of any of the events set out in clause 4.3 and sub clauses of clause 6.2.

- 9.2. You shall notify Us as soon as reasonably practicable (and not later than 5 working days) with the FCA details of each Adviser together with any change in those details including (but not limited to) details of each Adviser joining and leaving Your firm.
- 9.3. You must notify us immediately (and not later than 5 working days) after any change to the answers given to the yes/no questions in sections 3 and 5 of the registration form.

10. Data protection

- 10.1 The information collected shall be processed in accordance with the Data Protection Act 1998 (“the Act”) and any successor legislation. All reference to “Personal Data”, “Special categories of personal data”, “Data Subject” and “Processing” shall have the meaning as set out in the Act.
- 10.2 Both parties warrant and undertake to comply with the Data Protection Legislation in the performance of their obligations under these Terms.
- 10.3 Both parties warrant to have made the appropriate notifications and have complied with the notification provisions under the Data Protection Legislation in respect of their obligations under these Terms and that performance of their obligations under these Terms shall not breach or contravene such notifications, nor cause the other party to breach their respective obligations under the Data Protection Legislation.
- 10.4 To the extent that we have any access to your or your Customer’s personal data (“The Personal Data”) in connection with any Business you submit to us under these Terms, you agree that we act as a data processor for The Personal Data. You authorise us to appoint sub-contractors as further data processors on your behalf provided that such further data processors are engaged on terms providing equivalent protections in relation to The Personal Data to those set out in these Terms.
- 10.5 We will process The Personal Data only in accordance with these Terms and your instructions and will take reasonable steps to ensure the reliability of our employees who are used to process The Personal Data.
- 10.6 We warrant that we have appropriate technical and organisational processes and procedures in place to safeguard against any unauthorised or unlawful processing and against accidental loss or destruction of, or damage to The Personal Data.
- 10.7 As set out in Clause 10.4, you agree with us that we anticipate that we will be a data processor and you will be a data controller in respect of The Personal Data you pass to us in connection with any Business you submit

to us under these Terms. However if we (Retirement Advantage) are deemed to be a joint controller with you, we acknowledge that we shall both be responsible for the compliance obligations imposed upon us and arising from our actions as a data controller by the Data Protection Legislation, and shall both do all things as are reasonably necessary to enable us to perform such compliance obligations, including but not limited to:

- 10.7.1 promptly (and in any event as soon as reasonably possible) notify the other party of the receipt of any request from a data subject or the Information Commissioner’s Office (or other relevant regulator) in relation to the processing of the Personal Data;
- 10.7.2 use reasonable endeavours to notify the other party if it is obliged to make a disclosure of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;
- 10.7.3 promptly (and in any event as soon as reasonably possible) notify the other party about any actual or suspected security breach and shall: (i) implement any measures necessary to restore the security of compromised Personal Data; and (ii) support the other party to make any required notifications to the Information Commissioner’s Office and affected data subjects; and (iii) not do anything which shall damage the reputation of the other party or that party’s relationship with the data subjects.
- 10.7.4 Sharing Personal Data – Where necessary and only for the purposes mentioned above, information may be shared with:
- Other companies within The Canada Life Group (UK) Limited and any future owners of our business and/or affiliates;
 - Service providers of Retirement Advantage, such as reinsurers, third part administrators, professional advisers, tracing agencies and/or research companies;
 - With credit agencies;
 - Agencies and third parties for the purpose of preventing, detecting or investigating financial crime; and/or
 - Regulators or such authority if required to do so by law or by any court order or if Retirement Advantage has consent to do so.
- Data will be held securely and not held for longer than is necessary and in accordance with FCA record keeping guidelines. Personal Data and Special categories of personal data will be:
- Deleted after 2 years if the data used is for a mortgage illustration that does not

proceed to a policy; or

- Retained on file for 7 years after the mortgage has been redeemed.

10.7.5 Individual rights under the General Data Protection Regulation (GDPR)

GDPR provides individuals (Data Subjects) with various rights including the right to be told what Personal Data is held by Retirement Advantage and the right to request that any inaccuracies in respect of their Personal Data are corrected. Details of all individual rights are shown below:

1. The right to be informed – you have the right to be informed how your personal data will be used. For example this may be set out in a company’s privacy notice.
2. The right of access – you have the right to access your personal data and supplementary information. For example you may wish to access your data to become aware of and verify the lawfulness of the processing.
3. The right to rectification – you have the right to have your personal data rectified. For example if you feel it is inaccurate or incomplete.
4. The right to erasure – you have the right in specific circumstances to request the deletion or removal of personal data where there is no compelling reason for its continued processing. For example, your personal data was unlawfully processed.
5. The right to restrict processing – you have the right to restrict the processing of your personal data in certain circumstances. For example you wish to contest the accuracy of your personal data.
6. The right to data portability – you have the right to obtain and reuse your personal data for your own purposes. For example you may wish to move, copy or transfer personal data from one information technology environment to another in a safe and secure manner.
7. The right to object – you have the right to object to your personal data being used for processing based on legitimate interests or for a task in the public interest. For example you no longer want your personal data used for direct marketing.
8. Rights in relation to automated decision making and profiling – you have the right to challenge decisions that are made using an automated approach including profiling. For example you may want to request human intervention where you do not agree with an automated decision.

Detailed information relating to your individual rights can be obtained via the Information Commissioner’s Office – see 10.7.7 for contact details.

10.7.6 Legal basis for processing. Where processing of data is necessary for entering into a contract with Retirement Advantage or for the performance of a contract which the data subject is aware of the legal processing of personal data is based on Article 6.1(b) of the General Data Protection Regulation (GDPR).

Processing of special categories of personal data (for example health or medical data) is based on Article 9.2(g) of the GDPR in that processing is necessary for reasons of:

- substantial public interest; or
- on the basis of applicable law where the only data processed will be that necessary for the aim specified. This is in order to respect the Data Subject’s rights and interests.

Marketing activity on a business to business basis is based on Article 6.1(f) of the GDPR in that processing is necessary for the purposes of the legitimate interests by the controller, in that there is a reasonable expectation that Retirement Advantage will contact you for the purpose of communicating product, service, event, training, education programme, industry and regulatory information.

10.7.7 Should there be any queries regarding Personal Data or individuals rights under the Act, please contact Retirement Advantage’s Data Protection Officer in writing at:

Retirement Advantage
110 Cannon Street
London
EC4N 6EU

You also have the right to talk to the Information Commissioner’s Office whose main role is to uphold information rights in the public interest.

Website: <https://ico.org.uk/for-the-public/>

Email: casework@ico.org.uk

Phone: 0303 123 1113

Address: Information Commissioner’s Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

11. Indemnity

- 11.1 You will indemnify Us in full against any loss, costs, charges, liabilities or expenses which We may incur as a result of Your breach of any of Your obligations under this Agreement or if any warranty made by You under this Agreement is incorrect.

12. General

- 12.1 We may vary the terms of this Agreement by written notice to You from time to time.
- 12.2 If you submit Business to us, you will be deemed to have accepted our Terms by your conduct and they will become effective and binding on You. We do not require a signature or acknowledgement to accept these Terms.
- 12.3 In the event of any conflict between the provisions of this Agreement and a provision in any other agreement, the provisions of this Agreement shall prevail.
- 12.4 This Agreement shall be construed according to English Law and both parties will submit to the non exclusive jurisdiction of the English courts. This Agreement is also subject to the FCA Rules and in the event of conflict between the terms hereof and the FCA Rules, the FCA Rules shall prevail.
- 12.5 No person other than a party to this Agreement may enforce this Agreement by virtue of the Contract (Rights of Third Parties) Act 1999.
- 12.6 Neither this Agreement nor the Arrangements contemplated by it shall be or deemed to constitute or evidence any partnership or joint venture between Us Both nor any agency on either party.
- 12.7 You represent and warrant that You have authority to enter into this Agreement and to conduct the Services.
- 12.8 You shall not use our backer's name, or any similar name or mark or any associated logo or device, in any correspondence with Borrowers or other third parties or any Mortgage Documentation.

13. Commission

- 13.1 The commission fees that may become payable by Retirement Advantage to You are set out below;
- 13.1.1 All products - 2.3% of the total advance made to the Customer, in each case subject to a minimum fee of £500 and a maximum fee of £30,000. In addition to this, if a cash reserve facility has been added to the mortgage, 1% of the facility amount will be paid.
- 13.2 Timing of paying commissions: by the fourth working day of the week following the week in which the case completes, via 3 day BACS.

11. Declaration

Signed by

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|-------------------|--|
| Print name | |
| Date | |

In the presence of

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|-------------------|--|
| Print name | |
| Date | |

Please send your completed form and the evidence of adviser(s) qualification(s) to Retirement Advantage Adviser Support via:

Email: er-support@retirementadvantage.com

Fax: 020 7681 1638

Post: Retirement Advantage Equity Release, 110 Cannon Street, London EC4N 6EU

If you have any queries, please call our Support team on 0800 068 0212 or visit our website www.retirementadvantage.com.