

DATED

GOLDEN LEAVES LIMITED

AND

INTRODUCER APPOINTED REPRESENTATIVE AGREEMENT

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CLAUSE

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THIS AGREEMENT is dated DD/MM/YYYY (“**Agreement**”)

PARTIES AND BACKGROUND

- (1) We are **Golden Leaves** Limited (company number 02813599) and our registered office is at Number One Croydon, 16th Floor, 12-16 Addiscombe Road, Croydon CR0 0XT.
- (2) You are **[Name]** [(form of organisation i.e. [company incorporated in [England and Wales], [Scotland] [Northern Ireland] under company number] **or** [partnership] **or** [sole trader] and your [registered office] [head office] is [].
- (3) We are authorised and regulated by FCA for funeral plan provision activity under firm registration number 960923.
- (4) We wish to appoint you as an introducer appointed representative for the purposes of section 39 FSMA and FCA Rules.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply to this Agreement.

Applicable Law	means all laws and regulations applicable from time to time to either party in relation to this Agreement including without limitation FSMA and the FCA Rules.
Business Day	means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Complaint	means any expression of dissatisfaction in relation to the Plans, the Permitted Activities or any provision of Funeral Services by you.
Covered Individual	has the meaning given in FPCOB.
Customer	has the meaning given in FPCOB and includes a potential Customer.
FCA	means the Financial Conduct Authority and any successor regulator.
FCA Rules	means the FCA’s Handbook of Rules and Guidance as amended from time to time and all other rules, regulations, codes or guidance issued by the FCA.
Financial Promotion	means an invitation or inducement to engage in investment activity as defined in section 21 of FSMA (and Non-real Time

Financial Promotion has the meaning given in FCA Rules).

Financial Register	Services	means the public record, as required by section 347 of FSMA and maintained by the FCA (https://register.fca.org.uk/).
FPCOB		means the funeral plans conduct of business sourcebook in FCA Rules
FSMA		means the Financial Services and Markets Act 2000.
Funeral Plan Contract		has the meaning given by FCA Rules.
Funeral Provision Activity	Plan	means in accordance with FCA Rules: (i) entering as provider into a Funeral Plan Contract; and (b) carrying out a Funeral Plan Contract as provider.
Funeral Services		means providing a funeral for a Customer or Covered Individual under a Plan.
Funeral Agreement	Services	means our terms and conditions for Funeral Services which can be seen at ..\Funeral Directors Supply Agreement\FD Supply Agreement V1.0 JULY 2022.doc
IAR		means an introducer appointed representative as such term is defined in section 39 FSMA and FCA Rules.
Permitted Activities		means the activities set out in clauses 2.2 to 2.5 inclusive.
Plan(s)		means Funeral Plan Contracts provided by us.
Principal		in relation to an appointed representative agreement or an introducer appointed representative agreement, has the meaning given in FCA Rules.
Start Date		means the date on which you may commence the Permitted Activities following both (i) your entry on the Financial Services Register in accordance with FSMA and FCA Rules; and (ii) our confirming that you may commence the Permitted Activities.

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force in relation to it.
- 1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

- 1.5 Capitalised terms not defined in this Agreement shall have the meaning given to them by FCA Rules.
- 1.6 If any of the obligations or liabilities of either us or you are inconsistent with FCA Rules, then FCA Rules will prevail.
- 1.7 References to clauses are to clauses and schedules of this Agreement.
- 1.8 A reference to writing or written includes email.
- 1.9 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.11 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.12 When this Agreement refers to “us” or “you” that shall include any of our or your employees, officers, agents or sub-contractors.
- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. APPOINTMENT

- 2.1 We appoint you as our IAR on the terms of this Agreement.
- 2.2 We accept responsibility in accordance with section 39 FSMA for the Permitted Activities as set out in clauses 2.3 to 2.5 inclusive provided they are regulated activities under FSMA.
- 2.3 Your appointment is limited to the following Permitted Activities:
- (a) effecting introductions of Customers to us in respect of the Plans; and
 - (b) distributing our Non-Real Time Financial Promotions in respect of the Plans;
- in each case subject to the terms of this Agreement and in particular clauses 2.4 to 2.6 inclusive of this Agreement.
- 2.4 Effecting introductions of Customers under clause 2.3(a) shall include passing to us the names and details of Customers who may be interested in the Plans and such other means of effecting introductions as we and you shall agree.
- 2.5 Distributing our Non-Real Time Financial Promotions under clause 2.3(b) may include:
- (a) providing to Customers printed marketing material which we make available to you for the purpose;

- (b) sending e-mails to Customers incorporating our Financial Promotions; and
- (c) making our Financial Promotions available on your website; and
- (d) such other means of distributing Non-Real Time Financial Promotions as we shall agree

strictly in accordance with any directions or instructions we give you from time to time.

2.6 You agree not to do any activity in respect of the Plans that does not fall within clauses 2.3 to 2.5 inclusive. Without limiting the preceding sentence, you shall not:

- (a) give to a person any advice as to the merits of a Plan or make any recommendation in relation to a Plan;
- (b) agree to the terms of a Plan or enter into a Plan on behalf of us or a Customer;
- (c) bind us or give any indication that you are able to bind us in relation to a Plan;
- (d) discuss with any person the content, operation, suitability or applicability of Plan;
- (e) help Customers with the completion of Plan applications;
- (f) forward Plan applications to us; or
- (g) receive or handle any money from Customers (see further clause 8 in relation to this).

3. EXCLUSIVITY AND OTHER PRINCIPALS

3.1 We may appoint any other appointed representatives or introducer appointed representatives as we think fit. Our appointing you as IAR does not give you any exclusive rights in any particular area or territory nor does it guarantee that we will appoint you to provide Funeral Services in any particular case.

3.2 You shall not act as appointed representative or introducer appointed representative for any other Principal which is involved in Funeral Plan Provision Activity.

3.3 You may only act as appointed representative or introducer appointed representative for a Principal which is not involved in Funeral Plan Provision Activity with our prior consent in writing. We will not unreasonably refuse to agree to such an appointment provided that you give us reasonable advance notice of your intention to enter into such an arrangement.

3.4 We may at any time by notice to you in accordance with FSMA:

- (a) prohibit you from representing other counterparties; and
- (b) impose restrictions or further restrictions as to the other counterparties which you may represent or as to the type of investment in relation to which you may represent other counterparties.

4. YOUR GENERAL OBLIGATIONS

- 4.1 You shall perform your obligations under this Agreement with integrity and reasonable care and skill, using reasonable endeavours to introduce Customers to us.
- 4.2 You shall not carry on any activity in breach of the general prohibition under section 19 FSMA.
- 4.3 You shall strictly comply with procedures and instructions we give you in respect of the Permitted Activities.
- 4.4 You shall keep such records and documents as we shall reasonably require and on reasonable notice by us shall make them available to us or (to the extent required by this Agreement) any other party.
- 4.5 You shall ensure that all business stationery and marketing material which you use as our IAR is in a form supplied by us and/or is approved in writing by us. You shall use all forms of status disclosure required by us and FCA Rules.
- 4.6 You shall carry out the Permitted Activities in a way which is clearly distinct from any of your other business activities. This includes without limitation any activities carried on as an appointed representative of another Principal (where we permit you to carry on activities for any other principal).
- 4.7 You shall ensure that any persons engaged in the Permitted Activities on your behalf undergo such training as we shall reasonably require and are competent to discharge the responsibilities given to them.
- 4.8 You shall notify us of any Complaint received by you. You shall do this immediately and in no circumstances later than the end of the Business Day following the date on which you become aware of the complaint.

5. YOUR CONFIRMATIONS AND UNDERTAKINGS

- 5.1 You represent and warrant that:
 - (a) you are not an authorised person under FSMA or you are an authorised person with limited permission and have informed us of this;
 - (b) you are suitable to act in the capacity of our IAR in respect of the Permitted Activities (having regard, in particular, to other persons connected with you who will be, or who are, directly responsible for the Permitted Activities); and
 - (c) any information which you have provided to us is complete and accurate and you agree to provide any further information properly required by Applicable Law. You will notify us immediately if there is any material change in any such information provided.

5.2 You will inform us immediately:

- (a) if you have or may have committed a breach of this Agreement or contravened the FCA Rules or FSMA or any other Applicable Law or there are any events or circumstances making such a breach or contravention likely;
- (b) you have or may have caused us to commit a breach of FCA Rules or FSMA or any other Applicable Law;
- (c) you have grounds to believe that any of the representations and warranties in clause 5.1 are not satisfied or are likely not to be satisfied; or
- (d) you have submitted an application for authorisation to the FCA or intend to do so.

6. FCA RULES

- 6.1 You shall comply with FSMA and FCA Rules in relation to the Permitted Activities as if they applied direct to you. You must also ensure that anyone who works for you under a contract of service or a contract for services complies with FSMA and FCA Rules.
- 6.2 You shall provide us with such information, notifications or periodic reports concerning you (or your employees, agents, sub-contractors or delegates) as we shall reasonably require in connection with the Permitted Activities.
- 6.3 You shall provide to FCA and/or us at their or our request access to such of your employees, premises, records or other sources of information as they or we shall require (and shall ensure that your employees, agents, sub-contractors and delegates do the same). You shall at all times deal with FCA in an open and co-operative manner and use your best endeavours to ensure your employees, agents, sub-contractors and delegates do the same.
- 6.4 You shall give our auditors the same rights of access to your books, accounts and vouchers and the same information or explanations as we are required to give under FSMA section 341.
- 6.5 Your obligations under clauses 6.1 - 6.4 shall include, if so requested by us, our auditors or representatives or employees of the FCA:
- (a) making yourself readily available for meetings;
 - (b) giving access to any records, files, tapes or computer systems, which are within your possession or control, and providing any facilities which are requested;
 - (c) producing any specified documents, files, tapes, computer data or other material in your possession or control;
 - (d) printing information in your possession or control which is held on computer or on microfilm or otherwise converting it into a readily legible document or any other record as requested;

- (e) permitting the copying of documents or other material on your premises at your expense removing copies and hold them elsewhere, or providing any copies; and
- (f) answering truthfully, fully and promptly all questions which are put to you.

6.6 Without limiting clause 2.6, you shall comply with any limitations on, or requirements in respect of, our permissions under Part 4A of FSMA. We will use reasonable endeavours to inform you of these and they can be inspected on the Financial Services Register.

6.7 You shall not accept or handle money or payments in any form (including cheques payable to you or us) from Customers or any other persons under or in respect of a Plan. If contrary to this you receive or handle money or payment in any form from a Customer or any other person in connection with a Plan, you must immediately return it to the person who has given you the money and inform us immediately.

7. OUR OBLIGATIONS TO YOU

7.1 We shall act at all times in our relations with you in good faith and in accordance with FCA Rules.

7.2 We shall provide you with such procedures, information, operating systems and training as we reasonably consider appropriate.

7.3 We shall deal promptly and efficiently with any actions required to be performed by us which are reasonably necessary for the proper performance of the Permitted Activities.

8. PAYMENT AND FUNERAL SERVICES

8.1 You understand and accept that we cannot under FCA Rules pay commission or other remuneration for the Permitted Activities. You may only be paid where you are appointed to provide Funeral Services in relation to a Plan.

8.2 We may, in our absolute discretion, ask you to provide Funeral Services for Customers or Covered Individuals. If you are appointed to provide Funeral Services, this will be subject to the terms of the Funeral Services Agreement which sets out our terms and conditions for the provision of Funeral Services.

9. DURATION AND TERMINATION

9.1 This Agreement shall be effective when signed by you and us but you may only commence the Permitted Activities on the Start Date.

9.2 This Agreement may be terminated by either party giving to the other one month's notice of termination in writing to the other party.

9.3 Either party may terminate this Agreement immediately by notice in writing if the other party commits a material breach of this Agreement or any other breach which if capable of remedy has not been remedied within 30 days' notice from the party requiring its remedy.

9.4 Either party shall be entitled to terminate this Agreement in the event that any action is taken for or with a view to the winding-up of the other party or the other party becomes insolvent or is unable to pay its debts or enters into a composition or arrangement with any of its creditors with a view to avoiding, or in expectation of, insolvency or stops or threatens to stop payments generally or any encumbrancer takes possession or a receiver is appointed of the whole or any material part of the assets of such other party or documents are filed for the appointment of an administrator of the other party or notice of intention to appoint an administrator is given by the Company or its directors or by a qualifying floating charge holder (as defined by paragraph 14 of Schedule B1 of the Insolvency Act 1986) or (where you are an individual or a partnership) you or any of your partners is the subject of a bankruptcy petition, application or order.

9.5 We may terminate this Agreement on immediate written notice to you where:

- (a) we are not reasonably satisfied as to your suitability to be our IAR in accordance with FSMA and FCA Rules, taking into account any matters which we reasonably consider relevant including the suitability of persons connected with you who will be primarily responsible for the Permitted Activities;
- (b) we reasonably believe that there are factors which would prevent our effectively supervising or monitoring you in accordance with FCA Rules (whether close links with any other person as defined in FCA Rules or some other factor);
- (c) we are not reasonably satisfied that any material requirements or conditions of FCA Rules will be fulfilled and/or complied with if the agreement remains in force; or
- (d) we reasonably believe that to continue the Agreement would entail a material and adverse impact to our commercial reputation.

9.6 This Agreement will terminate automatically if:

- (a) we cease to be authorised and regulated by the FCA for Funeral Plan Provision Activity; or
- (b) you become authorised and regulated by the FCA for activities which under Applicable Law prevent you from continuing to act as our IAR under FSMA.

10. EFFECTS OF TERMINATION

10.1 On termination of this Agreement for any reason:

- (a) you shall cease to carry on the Permitted Activities and will no longer hold yourself out as, or give any indication that you are, our IAR; and
- (b) each party shall at its own expense within 30 days return to the other party any property belonging to the other party or supplied by the other party to it for the purposes of the Activities including without limitation any records, documents,

business stationery, computer disks, marketing material, data and other materials which are in the other party's possession, custody or control.

10.2 After termination:

- (a) you shall continue to maintain records in relation to the Activities for a period of six years;
- (b) you shall continue as required to comply with clause 6 ("**FCA Rules**") to the extent required by us or the FCA to do so.

10.3 Termination shall not affect any accrued rights or liabilities of either party which have arisen before the date of termination.

10.4 Clauses 6.3 to 6.5 inclusive, this clause 10, and clauses 11 to 15 inclusive shall survive termination of the Agreement.

10.5 You shall indemnify us, our employees or officers against all liability, loss, claim or expense (including reasonable legal fees) arising directly or indirectly from any breach by you of this Agreement.

11. CONFIDENTIALITY AND DATA PROTECTION

11.1 Each party shall treat as confidential any information relating to the business of the other party and any information relating to Customers or Covered Individuals. Such confidential information may only be disclosed to third parties or used in so far as it is reasonably necessary to do so in connection with the Activities.

11.2 Clause 11.1 shall not apply to any information which is in the public domain (other than through unauthorised disclosure by either you or us) or which is required to be disclosed under FSMA, FCA Rules or other Applicable Law.

11.3 Each party shall observe the requirements of the Data Protection Laws in relation to the Permitted Activities.

12. TRADEMARKS ETC

12.1 Each party shall retain all intellectual property rights in its trademarks or logos to be used in connection with the Activities.

12.2 Each party agrees:

- (a) not to use the trademarks or logos of the other party except in connection with the Permitted Activities and only to the extent specifically agreed by them;
- (b) on termination of this Agreement the use by each party of the other party's trademarks or logos shall cease; and

- (c) neither party shall do or authorise any other person to do any act that would or might invalidate or be inconsistent with the other party

13. GENERAL

- 13.1 The relationship between us and you shall not be one of employer and employee nor shall it be one of or one of partnership or joint venture.
- 13.2 This Agreement constitutes the whole agreement between the parties in relation to the subject matter of this Agreement.
- 13.3 This Agreement may only be varied by written agreement between the parties, unless we reasonably consider that it needs to be changed to comply with FSMA or FCA Rules, in which case we may amend it by written notice to you.
- 13.4 You shall not assign, sub-contract, delegate or in any way part with rights or obligations under this Agreement without our prior consent in writing. We may assign, sub-contract or part with our rights and obligations under this Agreement as we consider to be appropriate.
- 13.5 No term of this Agreement (other than the indemnity in clause 10.5) is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 13.6 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this agreement nor shall it affect the validity, lawfulness or enforceability of the provision in any other jurisdiction.
- 13.7 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14. NOTICES

- 14.1 Any notices required to be given by either you or us shall be left at, or sent by registered or recorded delivery post to the address as set out at the beginning of this Agreement or sent by e-mail to such address as either of us shall notify to the other in writing. If you do not notify us of an e-mail address for this purpose, a notice sent by us to any e-mail which we have used for communicating with you in relation to any business between us shall be effective.
- 14.2 Any such notice shall be treated as served:
 - (a) at the time when it is handed to or left at the address of the party to be served; or
 - (b) if served by post, 48 hours after its posting. In proving service by post, it shall be sufficient to prove that the notice was properly addressed and put in the post; or
 - (c) if sent by e-mail, on transmission (provided there is no notice of non-receipt).

15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in all aspects in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the English courts

Signed by Barry Floyd for and on
behalf of GOLDEN LEAVES LIMITED

Barry Floyd.....

Chief Executive

Signed by [NAME OF DIRECTOR] for and on
behalf of [NAME OF IAR]

.....

[SIGNATURE OF DIRECTOR]

Director