Intermediary Terms of Business

The Intermediary Terms of Business is one of several documents which govern your relationship with us. The Intermediary Terms of Business is a framework document which covers the general principles of the way we wish to do business with you. **These Intermediary Terms of Business and the documents referred to in it replace any previous terms of business you have with us and should be printed and retained by you for reference.**

Definitions

In these Intermediary Terms of Business, when we refer to any of the terms which appear in **bold** below, these terms will have the following meanings:

client means where appropriate, an individual or individuals (including, where relevant, trustees) who have nominated you to provide them with advice or for whom you are acting as agent;

denial-of-service attack means an attempt to make a computer resource unavailable to its intended users;

extranet means our financial intermediary extranet which is currently www.adviserzone.com or such other web address that we may notify you of;

FSA means the Financial Services Authority or any successor regulator. The FSA can be contacted at 25 The North Colonade, Canary Wharf, London E14 5HS;

FSA rules means the Handbook of Rules and Guidance of the FSA or any successor regulator to the FSA, as amended from time to time;

Irish Financial Regulator means the Irish Financial Services Regulatory Authority (Financial Regulator) or any successor regulator which authorises and regulates Standard Life International Limited's insurance business. The Irish Financial Regulator can be contacted at Financial Regulator, PO Box 9138, College Green, Dublin 2;

premium means the premium, contribution or subscription paid to us by your client;

SLESL means Standard Life group's services company, Standard Life Employee Services Limited (registered number SC271355) having its registered office at Standard Life House, 30 Lothian Road, Edinburgh EH1 2DH;

Standard Life Assurance means Standard Life Assurance Limited (registered number SC286833) having its registered office at Standard Life House, 30 Lothian Road, Edinburgh EH1 2DH;

Standard Life Bank means Standard Life Bank plc (registered number SC173685) having its registered office at Standard Life House, 30 Lothian Road, Edinburgh EH1 2DH;

Standard Life group means Standard Life plc (registered number SC286832) having its registered office at Standard Life House, 30 Lothian Road, Edinburgh EH1 2DH, together with its subsidiaries, subsidiary undertakings and associated companies (whether direct or indirect) from time to time and a member of the Standard Life group shall be construed accordingly;

we, **us** or **our** means SLESL, and each member of the Standard Life group accepting business from you or your business writers from time to time; and

you or **your** means the person or firm named in the registration form to set up an intermediary account with us; and who is authorised by the FSA or the relevant professional body; and whose authorisation number (provided by the FSA or the relevant professional body) is used to submit business to us. You may be a sole trader, a partnership, a limited liability partnership, a limited company, a parent or holding company; or a company which operates as a network of intermediary firms and/or business writers (network).

Documents Governing our Relationship

These Intermediary Terms of Business will apply to you and your employees, agents and subcontractors. If you are network member, they will also apply to your network. You are responsible for ensuring that your employees, agents and subcontractors and any network you are a member of are aware of the Intermediary Terms of Business and comply with them.

As set out above, these Intermediary Terms of Business set out the framework of general principles of the way we wish to do business with you. The table below describes the other documents which govern our relationship with you.

Document	Description
Product literature	Each of the products offered by us has its own product terms. Our product literature is available on-line on our extranet, or on request from us.
Remuneration terms	From time to time we will issue documents which set out the terms of the remuneration options available to you, for example commission terms. Our remuneration terms documents include: Pensions (PFS37); SIPP & PFWP Remuneration Guide (SLSIP13); International Bond Commission Guide (IB20); WRAP Remuneration Guide (WRAP13); Fundzone mutual funds guide to commission & charges (FZMF21); and any other documents we make available to you on our extranet or otherwise.
Correspondence between us	During the course of our relationship with you, we may agree new terms or changes to our terms (including details of your uplift) in an exchange of correspondence between us. Please note, this does not affect our ability to change the terms of this document as provided under the Changing or Ending Our Relationship section.
Other terms which we agree	We may agree additional terms and conditions for arrangements which arise. Please note if you are authorised to sell healthcare products, we may also ask you to sign Standard Life Healthcare Limited's Terms of Business Agreement. In the event of any inconsistency between these Intermediary Terms of Business and Standard Life Healthcare's Terms of Business Agreement, these Intermediary Terms of Business will prevail to the extent of that inconsistency subject to: • payment and remuneration terms, and • any specific arrangements with Standard Life Healthcare Limited, where Standard Life Healthcare's Terms of Business Agreement will prevail in relation to Standard Life Healthcare Limited's products and/or policies only.
Terms of use for additional services	We may have additional terms and conditions for use of certain additional services. For example, there are additional terms and conditions for our e-commerce and platform services including our Adviser Terms for use of the Wrap platform and Wrap services.

The Intermediary Terms of Business set out the following:
- Who we can accept business from (Submitting Business);
- How we remunerate you (Remuneration);
- What you can do for us (Working with us);
- What we can do for you (Working with you); and
- How your relationship with us may be changed or ended (Changing or Ending Our Relationship).

Submitting Business

We do not have to accept any business from you or any of your business writers.

We can only accept business from you and your business writers if:
- you or your business writers are authorised to submit business to us as an intermediary by the FSA or by your or your business writers' professional body; and
- your client is resident in the United Kingdom (**UK**) (or in the Channel Islands or Isle of Man and you are authorised to sell business in the Channel Islands and Isle of Man).

Where your client is not resident in the UK or you are not carrying out business in the UK, we may accept the business provided that certain conditions are met. Please contact the appropriate Standard Life group subsidiary for further information on submitting overseas business to us.

Please note that Standard Life Bank can only accept business where your client resides in the UK.

We are required to monitor and record the business you submit to us. If you submit business to us outside your scope of permissions granted by the FSA, we are duty bound under the FSA rules to report such instances to the FSA. We may also hold you liable for any costs incurred by us if we have to cancel or re-write the business.

For client money purposes, you will act for the client and comply with the FSA rules. You are not our agent. If you undertake to the client to pass monies to us, you must do so promptly and without deduction. We will not be liable for any client monies until they are received by us.

Remuneration

Remuneration: Payable

Your options

There are many remuneration options available to you. Remuneration can be paid by us to you in the form of commission, or by us acting as agent on behalf of your clients to you in the form of fees. Our product literature, remuneration terms documents and correspondence between us will describe what your options are.

FSA Rules

All matters relating to your remuneration will be in accordance, where appropriate, with any applicable FSA rules imposed upon the financial services industry.

Value Added Tax (VAT)

It is our understanding that commission payable by us to you is VAT exempt. In the event that the VAT position changes, all remuneration paid to you will be inclusive of VAT.

Setting expectations

We will agree the shape and amount of remuneration we will pay to you for business submitted. The terms of any remuneration will depend on the business being submitted. The connection between the business submitted and the amount of your remuneration is a fundamental point in remunerating you. If the business submitted to us does not meet the expectations you set (for example, if you represent the business as regular premium paying business but the business is short term or the premiums immediately reduce or stop completely) then we will be entitled to reclaim your remuneration.

Identification

To ensure that we calculate and pay your remuneration correctly, it is your responsibility to quote the appropriate account code (provided by us) and authorisation number (provided by the FSA or the relevant professional body) each time you submit business to us.

Own life and personal business

We reserve the right to impose stricter remuneration terms when you submit business to us in relation to and/or for the benefit of you, your family, employees, directors or officers of your firm and the family of employees, directors or officers of your firm. Family includes spouse, civil partner, cohabitee, parents, uncles, aunts, children, siblings or grandchildren. It can also include any other person whom we reasonably believe should fall within this definition.

Principles behind your remuneration:

1. In all your dealings with us and your clients you must act lawfully, in good faith, with integrity and in a professional and diligent manner;
2. you select us as the product provider;
3. you provide ongoing services to your client in relation to the business placed with us; and
4. your client pays us the premiums for the business placed with us at the amount, frequency and for the duration agreed with us.

When we will not remunerate you

We will not remunerate you if:
- we reasonably decide that a product provider, other than one of us, is responsible for remunerating you;
- we reasonably decide that another intermediary is entitled to the remuneration for the business submitted to us;
- we have told you that we will not accept any business from you and you continue to submit business to us;
- the business is submitted by one of your business writers who we have told you we will accept no further business from;
- you write to us and tell us that you do not wish to receive any remuneration;
- your client does not pay any premiums at all; or
- the business submitted is outside your scope of permissions granted by the FSA.

We will stop remunerating you if:
- you have, or we have reason to believe you have, failed to meet any of the principles set out above (see Principles behind your remuneration sub-section);
- you cease to be authorised or you apply to become de-authorised, or the FSA or your professional body suspends your authorisation;
- your client bank is transferred or you no longer act for the client to which the remuneration relates;
- any of the activities you are required to notify us about happen (see Working with us section);
- you become unable to provide advice to or service your client;
- we end our relationship with you; or
- you die and you were a sole trader.

We will stop remunerating you in relation to a particular client or a particular piece of business if:

- your client notifies us that you have stopped providing the services to which the remuneration relates;
- you do not have the necessary FSA permissions to continue providing services in respect of the business to which the remuneration relates;
- your client terminates the contract for the business placed with us or transfers the business to another product provider;
- your client defaults on a loan; or
- your client notifies us that they have appointed a new intermediary.

Remuneration: Repayable

You will repay your remuneration to us if:

- we remunerate you up front but your client reduces or stops their premiums or decides to take their business away from us or the term of the business reduces;
- your client cancels the business submitted during the cancellation or cooling-off period or after making a complaint against you;
- your remuneration is dependent on conditions being met and these conditions are not met. For example if the business submitted to us does not meet the expectation you set as to premium term, level or frequency; or
- we remunerate you when you were not entitled to payment. For example, if we remunerate you in error, or we make an overpayment to you or the contract to which the payment relates is declared void or does not start.

If we become aware that any of these events have occurred we will notify you, for example, by letter, e-mail or in your statement of remuneration which we will make available to you.

If your client bank is transferred, you will remain liable for the repayment of any unearned remuneration until we receive confirmation that another intermediary has accepted this liability. For this reason, we may not transfer a client bank until it has been confirmed to us that the intermediary you are transferring the client bank to has accepted this liability. Please note, any transfer may be subject to additional terms which we will notify to you.

Remuneration: Debt

If you are in debt to us, we may use remuneration payable to you by us to reduce your debt.

If you are in debt to us and do not repay us within 3 months of us notifying you of the debt, you must pay monthly compound interest on the debt to us from the date we notify you of the debt to the date you repay the debt. We will apply the same interest rate as the rate for English County Court judgement debts. You may also have to pay us any legal fees we incur in recovering the debt from you.

We reserve the right to impose stricter terms on you as a result of your failure to repay debt within the timescales we set or where we incur debt recovery costs in respect of our relationship with you on a recurring basis.

You do not need to pay interest to us if you repay the debt to us within 3 months.

If you do not comply with our demand to repay any sums to us and you have a parent or holding company or you are a member of a network, we will demand repayment from your parent or holding company or network instead.

If you are a parent or holding company or network and/or have a number of intermediary accounts with us, if the debt on one account is not repaid to us, we may freeze one or all of your accounts and use any money within any of those accounts to reduce the debt.

Remuneration: Changes

We reserve the right to change our remuneration terms (including remuneration repayment terms), our remuneration structure and our remuneration rates at any time. These changes will apply to new business submitted to us and any existing business affected by these changes. Although we will notify you of changes to our remuneration rates in relation to existing business, it is your responsibility to check the rate of commission which applies at the time you submit new business to us.

Working with us

You must:

- conduct all your business in accordance with the applicable FSA rules;
- embed the Treating Customers Fairly principles in your business and be able to evidence this in your business culture and practices;
- comply with all obligations imposed on you by the FSA, UK and European legislation and us;
- comply with all the Anti Money Laundering obligations imposed on you by the FSA and UK legislation and our own requirements for client identification, and upon request, provide us with copies of the verification data, documents or other information;
- ensure that you disclose to your client all remuneration (including fees, commission or non-monetary benefits) that the FSA requires to be disclosed in respect of each piece of business sold. We will help you to make this disclosure by providing you with details of the remuneration that must be disclosed to your client;
- ensure that you promptly, and without amendment, provide to your client any information that we provide or make available to you in relation to your client; and
- ensure that you promptly provide to us any documents that we require to carry out your client's instructions.

You must notify us immediately if any of the following happen:
- you stop acting as an agent for any client who has placed business with us;
- you cease to be authorised by the FSA or your professional body or you apply to become de-authorised;
- you change the legal set up of your firm, for example, if you change from being a partnership to a limited company;
- you, your principal, or any of your directors or partners or business writers:
  — are charged with or convicted of an offence of dishonesty, for example, fraud or theft;
  — enter into a voluntary arrangement with creditors;
  — has bankruptcy or liquidation proceedings commenced against you or them; or
  — has a receiver appointed over its assets; or
- if a business writer ceases to be one of your business writers.

If you have any documents or software which belong to us, you must always be able to make them available to us for inspection, and return them to us immediately should we ask for them back.

Treating Customers Fairly

We and you have individual responsibilities to the FSA to treat customers fairly. A customer document setting out our responsibilities in relation to the fair treatment of customers can be accessed on our extranet. We have also produced an intermediary guidance document and this document can be accessed on our extranet.

Intellectual property

You must respect our intellectual property rights. You must not:
- use any of our trade marks or copyright materials in such a way that it adversely affects our brands or reputation, or suggests that you are connected to us or that there is a partnership or joint venture between us;
- except as permitted by the paragraph below, copy, store or reproduce any of the materials we make available to you (including our copyright and trade mark materials) without our prior written consent; or
- register any domain name or apply to register any trade mark which includes or is confusingly similar to any of our domain names, company names, trading names, brands or trade marks.

You are allowed to link from your website to the home pages of our websites and to our PDF materials only. In addition, you are licensed to use our logos and PDF materials to recommend us to your clients and potential clients, subject to the following conditions:
- you must always use the most up to date versions of our logos and PDF materials only;
- you must only use our logos and PDF materials in the format in which we make them available to you;
- other than for the purposes of record keeping you must not store (whether electronically or otherwise) any of our logos or PDF materials;
- your licence is limited and non-exclusive and may not be assigned or sub-licensed; and
- your licence can be revoked at any time.

In the event that you or any of your employees, agents or subcontractors provide us with any intellectual property rights to use in connection with your relationship with us, you:
- must ensure that you have the right to allow us to use such intellectual property rights; and
- grant us a non-exclusive licence to use such intellectual property rights pursuant in connection with our relationship with you.

Indemnity

You must indemnify us for any loss incurred by us if any of the following happen:
- you submit business to us beyond your authorisation; or
- you supply incorrect information to us; or
- you infringe any of our intellectual property rights; or
- any intellectual property provided by you to us, infringes the intellectual property rights of a third party.

Data protection

Data controllers

You and the relevant members of the Standard Life group are each data controllers of the personal data that is processed in relation to your clients and our customers. Data controller has the same meaning as that in the Data Protection Act 1998 as amended from time to time and all regulations and orders made under it (**the Act**). You and the members of the Standard Life group are independently responsible for complying with the Act.

Personal data

We may need to collect personal data about you and any person associated with or employed by you (**the data subject**) when you complete your application form for registration and thereafter throughout the course of our business relationship with you. We will use this personal data to process your application for registration and on an ongoing basis to administer your account and develop our business relationship with you.

Sensitive data

We may collect sensitive data (as defined in the Act) which may include information relating to a data subject's physical or mental health, religious or political beliefs and/or ethnic origin throughout the course of our business relationship with you. We will use any sensitive data to ensure that our dealings with you are managed in accordance with your needs and the needs of the data subject. If you or the data subject disclose any sensitive data to us, the data subject will be deemed to have been made aware of the provisions of this paragraph and to have given his or her express consent to it being used and held by us as set out in this paragraph.

Disclosure of data

We will not disclose personal or sensitive data to a third party unless:

- we are required to do so by law;
- the data subject has given his or her consent to such disclosure;
- we have appointed a third party to provide a service on our behalf. This may require data to be transferred to countries outside the EEA, which may not have the same data protection standards as the UK. In this situation we will ensure that all appropriate safeguards are put in place to protect the confidentiality of the relevant personal and/or sensitive data;
- we are passing it to fraud prevention agencies, the FSA, and/or any competent government or regulatory authority in order to protect us and our customers from potential theft or fraud;
- as permitted by the Act; or
- any of the circumstances detailed in the rest of this section as set out below occur.

We reserve the right to share any of the information you have provided to us or the information we hold about your account with other financial services organisations, regulatory authorised credit reference agencies and associated groups (for example, the ELIXIR database maintained by Crif Decision Solutions Limited on behalf of financial services organisations). You are hereby deemed to have given your consent to this and accept that this is in accordance with Rule 15.8.3R of the FSA Handbook's supervision provisions.

We may carry out a credit check on you, your directors, partners, members, the principal, or your business writers from time to time. You are deemed to have given your consent to this.

We reserve the right to use any information or data supplied by you to us for the purposes of exchanging information with other parties we contract with, conducting market research, preparing strategic or other marketing plans, or gauging product sales or product performance. We may carry out all these activities alone or in conjunction with another party. We will not identify any of your clients if we take part in these activities. You are deemed to have given your consent to this.

You must inform all data subjects of the provisions of these paragraphs about data protection.

Standard Life Bank

When we refer to applicant we mean a person or persons applying for a mortgage from Standard Life Bank.

Standard Life Bank will carry out a credit reference search against all applicants. Each time you refer an applicant to Standard Life Bank, it must be confirmed that you have discussed this with the applicant and that the applicant has consented to the search, on the following basis:

- Standard Life Bank will carry out a credit search with credit reference agencies that will supply Standard Life Bank with credit information, including information from the Electoral Register, and will record the details of the search. Standard Life Bank may use credit-scoring methods to assess this application.
- The applicant must understand that the information held about them by credit reference agencies may be linked to records relating to their current or previous partners. The applicant may be treated as financially linked to records relating to their current or previous partner. The applicant may be treated as financially linked because 'associate' records will be relevant to the assessment of their application.
- Standard Life Bank will also carry out a search with fraud prevention agencies in order to protect itself and its customers from potential theft or fraud. Standard Life Bank and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
  - checking details on applications for credit and credit related or other facilities;
  - managing credit and credit related accounts or facilities;
  - recovery of debt;
  - checking details on proposals and claims for all types of insurance;
  - checking details of job applicants and employees.
- If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.
- Standard Life Bank and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies.

If you are unable to provide all the details of the relevant fraud prevention agencies to the applicant, please inform them that they can contact us at Standard Life Bank, Dundas House, 20 Brandon Street, Edinburgh EH3 5PP.

Security

You must keep secure any security information (for example, identifiers, passwords, digital certificates) which you use to access information provided by us on our computer systems or on a third party's computer system (for example portal service providers, back office software providers). You must inform us immediately if one of your employees, agents or subcontractors ceases to be entitled to access any of our secure on-line services, including our extranet and our platforms (for example if an individual is no longer employed by you or an appointed representative contract comes to an end).

Communications

We reserve the right to monitor the use and content of e-mails which are sent from and received by us for the purposes of ensuring compliance with our own e-mail policy, and identifying and taking action against unlawful or improper use of our systems, including, but not limited to, spoofing, the transmission of computer viruses and a denial-of-service attack. We may also monitor and/or record telephone calls.

E-mail will usually be our preferred method of sending communications to you. You must provide us with your up to date e-mail address so that we can correspond with you effectively. We may also communicate in a number of other ways including post, certain forms of electronic messages and fax. Please note that we do not accept communications by SMS message. We are entitled to rely on any communications which you send and which we receive.

If you choose to send e-mails to us, you do so at your own risk because there can be no guarantee that we will receive any e-mail you send to us, or that the content of the e-mail will remain private or unaltered during its transmission to us. We will accept no liability for any loss or damage you may suffer as a result of this. If this causes you concern, you may prefer to contact us by telephone or post.

We virus scan all e-mails but will not be responsible for any damage caused by a virus or alteration by a third party after an e-mail is sent. We recommend that you employ reasonable virus detection and protection measures when accessing e-mails sent from us.

We may communicate directly with your client. If we send information to you which needs to be completed or reviewed by your client, you must forward it to your client immediately.

We make a statement of remuneration available to you. We rely on our statement of remuneration as the record of your remuneration. If we become aware that the statement of remuneration does not contain the right information, we will look at our other records to correct the statement and make the corrected statement available to you. It is your responsibility to access and review your statement of remuneration regularly and reconcile this to ensure that it is accurate and is consistent with your own remuneration records.

Liability

The remuneration we pay is intended to cover all the ongoing services you provide to your client. In certain circumstances we may pay compensation to you to cover what in our opinion is your reasonable loss but only if, in our opinion, all of the following apply:

- you were required to carry out additional work of an exceptional nature; and
- the additional work was as a direct result of our negligence, fraud or wilful default; and
- you have instituted or have grounds for instituting legal proceedings against us; and
- our legal representative believes it would be sensible and economical for the claim to be settled in this way.

The compensation payment may be made without any admission of liability.

Nothing in the terms of this document will exclude or limit our liability for death or personal injury which has been caused as a result of our negligence, fraud, fraudulent misrepresentation or wilful default, or for any other liability which we are not permitted to limit or exclude by law. However, and subject to the previous sentence, we will only be liable to you for losses you suffer to the extent that these arise directly as a result of our negligence, fraud or wilful default.

Subject to the paragraph immediately above, we use reasonable endeavours to ensure that all information and data we supply to you is accurate, current and complies with all relevant UK laws and regulations at the time of issue. However, we cannot guarantee that this will be the case. We do not accept liability or responsibility for any information and data that is produced by a third party. For example, this may be out of our control where we are reliant on a third party to provide accurate information or data. Although carefully verified, data computations which are not made by us are not guaranteed by us and may not be complete or accurate.

Additional Services

We may offer you additional services, for example training, e-commerce or platform services. We will notify you of any additional terms of use for these additional services. Where the additional terms of use require acceptance by you, we will consider you to have agreed to any additional terms of use if any of your employees, agents or subcontractors agree to the terms on your behalf.

Our terms and conditions for the secure section of our extranet and for the secure electronic messaging service are set out in our **adviser**zone Terms and Conditions of Use and our Electronic Services and Commercial and Technical Agreements respectively. All of these terms and conditions will be made available from time to time on our extranet. You will comply with and be bound by the respective terms and conditions with effect from the first use of the secure section of our extranet or the secure electronic messaging service as appropriate by you or any of your employees, agents or subcontractors. For the avoidance of doubt, our **adviser**zone Terms and Conditions will govern the use of our mutual funds platform FundZone by you or your employees, agents and subcontractors whether accessed online or by telephone.

Changing or Ending Our Relationship

Your relationship with us may be changed or ended at any time. A change to this relationship may include a member of the Standard Life group notifying you that we will no longer accept business from a particular business writer. If we choose to end our relationship with you, we will endeavour to ensure that your clients' interests are protected and that they are treated fairly, during any transition period.

If we no longer wish to accept business from you or a particular business writer, we will either end our relationship with you or we will agree with you in writing that the relationship will continue but with certain additional conditions attached.

If your relationship with us ends, we will stop remunerating you. Any provision of these Intermediary Terms of Business which is expressly or by implication intended to come into or continue in force on or after your relationship with us ends will not be affected by the ending of the relationship. For example, you will remain liable to us for any unearned remuneration, or any overpayment, or any remuneration we have paid to you after your relationship with us has ended.

Notices

If we make changes to these Intermediary Terms of Business, we will notify you that the change will take place and the date on which it will happen. Any notices will be sent to you by first class post to your main place of business, or any other address you may notify us of from time to time. Alternatively we may:
- send these notices by e-mail or fax to your usual e-mail address or fax number; or
- post these notices clearly on our extranet.

We will aim to give you at least one month's notice of the change. If the reason for the change is because of a change in legislation or a change by a regulator then we may not be able to give you one month's notice but we will let you know about the change as soon as we can. Any new version of this document will automatically replace the previous version.

If you are not prepared to work with us on the basis of any new terms, you must contact our Commission Department at the address shown below to let us know that you wish to end your relationship with us.

We will send any notice regarding a change to or the end of your relationship with us to your main place of business or any other address for correspondence you have notified us of. Alternatively we may:
- send these notices by e-mail or fax to your usual e-mail address or fax number;
- post these notices clearly on our extranet.

Any notice will be deemed to have been served:
- 48 hours after posting if the notice is sent by first class post;
- on the day it was sent if the notice is sent by e-mail provided no non-delivery message is received by the sender; or
- when dispatched if the notice is sent by fax provided no non-delivery message is received by the sender.

You must send written notices to us at the following address, or any other address we have notified you of:
Commission Department
Standard Life Assurance Limited
Standard Life House
30 Lothian Road
Edinburgh
EH1 2DH

General

Nothing in the terms of this document is intended to or will create a partnership or agency relationship between us and you. You are not authorised to make or enter into any commitments for or on our behalf.

If we fail to enforce any of our rights regarding our relationship with you on any occasion, this will not stop us from enforcing them on another occasion.

If any of these terms are found to be unenforceable by a court, then that will not affect the other terms.

Neither you nor we intend for the terms of this relationship to be enforceable by someone who is not a party to the terms of this document. However, each member of the Standard Life group shall be entitled to recover any loss suffered by it in connection with these Intermediary Terms of Business and generally to enforce these Intermediary Terms of Business in its own right in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

These Intermediary Terms of Business and your relationship with us will be governed by English Law and the parties submit to the non-exclusive jurisdiction of the English courts.

Standard Life Assurance Limited* (SC286833), Standard Life Bank plc (SC173685)* and Standard Life Savings Limited* (SC180203) are registered in Scotland at Standard Life House, 30 Lothian Road, Edinburgh EH1 2DH. Standard Life Investments Limited* (SC123321) and Standard Life Investments (Mutual Funds) Limited* (SC123322) are registered in Scotland at 1 George Street, Edinburgh EH2 2LL. Standard Life Healthcare Limited* (02123483) is registered in England at Marshall Point, 4 Richmond Gardens, Bournemouth BH1 1JD. *Authorised and regulated by the Financial Services Authority except for Standard Life Bank plc's Buy to Let mortgages.

Standard Life International Limited is a company registered in Ireland (number 408507) with its Registered Office at 90 St Stephen's Green, Dublin 2. Authorised and regulated by the Irish Financial Regulator for the conduct of Linked Long Term Insurance Business and subject to limited regulation by the Financial Services Authority. Details about the extent of Standard Life International Limited's regulation by the Financial Services Authority are available from Standard Life International Limited on request.

Telephone Standard Life Assurance Limited on (0131) 225 2552 or Standard Life International Limited on (00353) 16397766. Calls may be recorded/monitored and call charges may vary.