

Phoenix Life Limited's Commercial and Technical Agreement

These terms and conditions (the "Commercial and Technical Agreement") are in addition to, and are incorporated into The Origo Legal Framework Electronic Services Agreement (the "Legal Framework Services Agreement"). Any reference in this Commercial and Technical Agreement to "Provider", means Phoenix Life Limited, trading as Standard Life, incorporated under the Companies Acts and having its registered office at 1 Wythall Green Way, Wythall, Birmingham, B47 6WG or any other Group Company acting as provider. Any reference in this Commercial and Technical Agreement to "we" or "us" or "our" or "Standard Life" or the "Phoenix Group" means the Provider and/or (as appropriate) Phoenix Life Limited, its subsidiaries, subsidiary undertakings and associated companies from time to time ("the group") and a "member" of the Phoenix Group shall be construed accordingly. Each member of the Phoenix group shall be entitled to recover any loss suffered by it and generally to enforce this Commercial and Technical Agreement and the Legal Framework Services Agreement in its own right in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999. The following terms used in this Commercial and Technical Agreement are defined in the Legal Framework Services Agreement: "Trusted Third Party", "Direct Services", "Portal Services", "Intermediary", "User", "Data". In the event of a conflict between the Commercial and Technical Agreement and the Legal Framework Services Agreement, the Legal Framework Services Agreement will take precedence other than the Rights of Third Parties provisions referred to above.

Except to the extent supplemented by the Commercial and Technical Agreement, the Legal Framework Services Agreement will remain in full force and effect.

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1. Description of the Direct Services

For the avoidance of doubt, Standard Life does not currently support Commission Services or Tracking Services each as defined in the Legal Framework Services Agreement. We do support Contract Enquiry Services as defined in the Legal Framework Services Agreement and New Business two-way integration services as defined below and all such services are covered by the Legal Framework Services Agreement and this Commercial and Technical Agreement.

"New Business two-way integration services" means the services which enable data to be pre-populated onto the Provider's platforms by the Intermediary either directly or indirectly through the Trusted Third Party and for completed Provider platform data and documents to be provided to the Intermediary either directly or indirectly through the Trusted Third Party.

The services provide:

- contract and valuation data in response to a valid electronic request;
- pre-population of data onto Standard Life's platforms and re-population of completed data and documents onto the Intermediary's system.

An error will be returned by the services when invalid electronic requests are received.

2. Description of the Portal Services

For the avoidance of doubt, Standard Life does not currently support Commission Services or Tracking Services each as defined in the Legal Framework Services Agreement. We do support Contract Enquiry Services as defined in the Legal Framework Services Agreement and New Business two-way integration services as defined

above and all such services are covered by the Legal Framework Services Agreement and this Commercial and Technical Agreement.

The services provide:

- contract and valuation data in response to a valid electronic request sent by the Trusted Third Party on behalf of the Intermediary; and
- pre-population of data onto Standard Life's platforms and re-population of completed data and documents onto the Intermediary's system via the Trusted Third Party on behalf of the Intermediary.

An error will be returned by the services when invalid electronic requests are received. An up to date list of the Trusted Third Parties we support is available on request from Standard Life or alternatively please visit our extranet at www.adviserzone.com or such other address as we may notify you of ("Extranet").

3. The Standards

a. The System Standards

Provider System Standards

In relation to the Direct Services Standard Life's system must have the capability to receive electronic Intermediary requests.

In relation to the Portal Services Standard Life's system must have the capability to receive electronic Intermediary requests from a Trusted Third Party on behalf of the Intermediary. In addition Standard Life's system must have the capability to:

- validate, assess and process these requests;
- enquire on Standard Life's databases;
- collate and send electronic responses;
- create and send both technical level acknowledgements, and business level error responses, where appropriate.

Intermediary and Trusted Third Party System Standards

The Intermediary system and the Trusted Third Party system must:

- receive Intermediary instructions;
- validate, assess and process these instructions;
- collate and forward electronic requests to us;
- receive both technical level acknowledgements, and business level error responses, where appropriate
- collate and store information received;
- only use back office or Trusted Third Party software that is supported by us. For an up to date list of this software, please visit our Extranet. If the Intermediary's back office software is changed or updated in any manner that affects the Direct Services or the Portal Services, the Intermediary must notify us immediately so that we may assess whether or not additional testing or quality assurance of the updated software is required.

b. Security Standards

Registration

We may require you to register with us and accept the Legal Framework Services Agreement and the Commercial and Technical Agreement before delivering any responses to you. In the event that we require you to do this, we will inform you of this.

Authentication

Direct Services:

The electronic communication between Standard Life and the User must be authenticated in both directions. The User will be authenticated using a Unipass certificate or in the case of the New Business two-way integration

services the user will be identified and authenticated by Standard Life using a Unipass certificate or user name and password, which will have been previously registered with Standard Life

The Intermediary's system must authenticate us when we respond to an electronic request.

An audit log should be maintained by both parties. The audit log should contain details of all requests and their corresponding responses.

Portal Services:

The responsibility for authentication of the User lies with the Trusted Third Party or in the case of the New Business two-way integration services the user will be identified and authenticated by Standard Life using a Unipass certificate or user name and password, which will have been previously registered with Standard Life. The Trusted Third Party will be authenticated by Standard Life using the Trusted Third Party's digital certificate, which will have been previously registered with Standard Life.

Identification

Contract Enquiry Services:

For each electronic exchange, each party must be identified. The mechanism for doing this is as follows:

- We will identify the User using a Unipass Certificate in connection with Direct Services.
- The Trusted Third Party will identify the User to Standard Life and we will identify the User from the data contained in the electronic request in connection with Portal Services.

New Business two-way integration services:

Standard Life will identify the platform user using a Unipass Certificate or user name and password.

Revocation

Direct Services:

Standard Life will revocation check a User's Unipass certificate. The Unipass Certificate should be revocation checked in line with the following guidelines:

- The Intermediary has a responsibility to notify OSIS where a Unipass certificate should be revoked.
- We will check the User's Unipass certificate using the Unipass Certificate Revocation Status Service against the OSIS list of revoked Unipass certificates, this will also include New Business two way integration if a Unipass certificate is used by the Intermediary to log onto the Provider System. If the User's Unipass certificate is listed on this Service, access will be denied.

Where we receive confirmation that a revocation check has failed, we will return an error response to the User.

Portal Services:

Where Unipass is used to authenticate the Intermediary, we will not revocation check the Intermediary as the responsibility for this rests with the Trusted Third Party. However, for New Business two-way integration services, where the Intermediary logs onto the Provider System using a Unipass certificate, we will carry out revocation checking.

Where Unipass is not used by a Trusted Third Party to authenticate the Intermediary, the Trusted Third Party has the responsibility to have in place a process to revoke access to users no longer authorised to access these services. We will revocation check the Trusted Third Party's digital certificate at least once per day. We will return an error response to the Trusted Third Party if they fail this check.

Authorisation

Authorisation is a mechanism for establishing that the originating party has access to the processes/data under consideration. Different mechanisms may be employed to control access to different systems/data, depending upon the processes involved.

The Intermediary must have authority to deal with Standard Life and vice-versa. There must be an existing business relationship between the two, otherwise no data will be released.

We will check that the Intermediary has authority to access the Data requested by the following procedure:

- We will check using our own policy and agency records that the Intermediary identified using the data contained in the request has access to the policy data requested.

In addition, if the Intermediary is accessing Data via a Trusted Third Party we will also check that:

- The Trusted Third Party must have authority to deal with Standard Life and vice-versa. There must be an existing business relationship between the two, otherwise no data will be released.
- The Trusted Third Party must have authority to request data on behalf of the Intermediary.
- The Trusted Third Party will check that the User has authority to access the policy data requested.
- *Data Integrity (Direct Services only)*.
- Standard Life and the Intermediary must ensure that data in a message has not suffered from accidental or malicious tampering.
- There should be a mechanism by which tampering can prove to have occurred, both during transmission and after receipt, should responses be stored for any reason.
- Standard Life will assure the integrity of data transmission by only servicing requests received over.
- HTTP/SSL with 128 bit encryption. Requests received over standard HTTP protocol will be denied.

Non-Repudiation

- Non-Repudiation is a mechanism to provide verifiable proof that the content of a message could only have been created and sent by one specific party.
- The integrity of the audit trail must be proven. In particular, the audit trail must be secure from tampering.
- We will maintain an audit log of each User authenticated on each occasion.

Security Breaches

- Standard Life must be informed immediately when a breach of security is discovered. This breach should be reported via our Helpdesk on 0345 60 60 036. The Intermediary should take immediate action to suspend their use of the Direct Services and/or Portal Services until the security breach has been resolved including informing any Trusted Third Party supporting the service.

c. The Services Standards (Direct Services only)

Provider Services Standards are as follows:

Service Availability

Our services are available at the following times:

- 7am to 11pm Monday to Friday
- 8am to 8pm Saturday and Sunday

We reserve the right to change these hours at any time.

Performance Criteria

- Standard Life will aim to respond to electronic requests within 20 seconds.

Products Supported

For an up to date list of products that we currently support please visit our Extranet.

Change Management

We will endeavour to give at least one month's notice of any planned change to the Direct Services, however we reserve the right to change the Direct Services at any time.

Contacts

- Our Helpdesk number is 0345 60 60 036

d. User Access

We will allow access to our data via our supported software providers. For an up to date list of the software providers we support please visit our Extranet.

The Intermediary must ensure that the security of the Trusted Third Party or back-office software that he uses to access the Portal or Direct Services is appropriate.

The Trusted Third Party can generate requests on behalf of an Intermediary as long as this has been contractually agreed between the Intermediary and the Trusted Third Party. This includes the situation where the Trusted Third Party is providing a service to an Intermediary's clients on behalf of the Intermediary.

4. **User Guidelines**

The Intermediary must not make the Direct Services and/or Portal Services available to third parties without our prior written consent.

Please contact your software provider for a list of our User Guidelines.

www.standardlife.co.uk

Phoenix Life Limited, trading as Standard Life, is registered in England and Wales (1016269) at 1 Wythall Green Way, Wythall, Birmingham, B47 6WG.

Phoenix Life Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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