

Appointed Representative Agreement

THIS AGREEMENT is made the 29th July 2022 ("**the Agreement**")

BETWEEN

- (1) **'The Principal'** Golden Leaves Limited, whose registered office is Number One Croydon, 16th Floor, 12-16 Addiscombe Road, Croydon CR0 0XT; ; and
- (2) **'The Appointed Representative'** [Name] [(form of organisation i.e. [company incorporated in [England and Wales], [Scotland] [Northern Ireland] under company number] or [partnership] or [sole trader] and whose [registered office] [head office] is []].

[INSERT DETAILS]

RECITALS

- (A) The Principal is authorised and regulated by the Financial Conduct Authority (with FCA reference number 960923) to carry on funeral plan provision activity.
- (B) The Principal provides pre-paid funeral plans as defined in clause 1 below ('Plans') and wishes to increase sales of the Plans by the appointment of a number of appointed representatives within the Territory (as defined below) including the Appointed Representative.
- (C) The Appointed Representative is an established funeral director willing to act as an Appointed Representative in respect of the Plans on behalf of the Principal under the terms of this Agreement.

OPERATIVE PROVISIONS

1. Interpretation

- 1.1 In this Agreement the words listed below shall have the following meanings unless the context otherwise requires:

Applicable Law means all laws, rules and regulations applicable from time to time to either party in relation to this Agreement and its subject matter including, without limitation the Appointed Representatives Regulations, FSMA and FCA Rules;

Appointed Representatives Regulations means the Financial Services and Markets Act 2000 (Appointed Representatives) Regulations 2001 (SI 2001/1217);

Approved Person has the meaning given in FCA Rules;

Business Day means a day on which banks are open for business in London other than a Saturday, Sunday or public holiday;

Business Hours the period from 9.00 am to 5.00 pm on any Business Day;

Complaint means any expression of dissatisfaction in relation to the Plans, the Permitted Activities or any provision of Funeral Services by you;

Confidential Information all confidential information (however recorded or preserved) disclosed by a party to the other party in connection with this Agreement;

Control means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of control shall be interpreted accordingly;

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;

Financial Services Register 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 in FCA Rules;

Funeral Plan Distribution Activity has the meaning given in FCA Rules;

Funeral Services Agreement means the Principal's terms and conditions for Funeral Services the terms of which can be seen at...\\Funeral Directors Supply Agreement\FD Supply Agreement V1.0 JULY 2022.doc;

Funeral Services means providing a funeral for a Customer or a Covered Individual under a Plan;

Nominated Representative has the meaning given in FCA Rules;

Permitted Activities means the activities set out in clause 2.2;

Plan(s) means Funeral Plan Contracts provided by the Principal;

Pricing Schedule means the schedule to this Agreement which deals with the pricing of Plans, as varied, supplemented or amended from time to time in accordance with its terms;

Regulated Activities means regulated activities as specified in the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544);

SUP means the FCA's Supervision manual, part of FCA Rules;

'SYSC' the FCA's Senior Management Arrangements, Systems and Controls manual;

Territory means the United Kingdom, the Channel Islands and the Isle of Man;

UK Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended;

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

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 party are inconsistent with FCA Rules, then FCA Rules will prevail.
- 1.7 References to clauses are to clauses and schedules of this Agreement. Any schedules form part of this agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes any schedules.
- 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 either party, that shall include any of that party's employees, officers, agents or permitted 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 of appointed representative

- 2.1 The Principal appoints the Appointed Representative as its appointed representative for the marketing and sale of the Plans in the Territory subject to the terms of this Agreement and the Appointed Representative accepts such appointment.
- 2.2 The Appointed Representative shall be permitted to carry on the following Permitted Activities in relation to the Plans:
- (a) arranging (bringing about) deals in Funeral Plan Contracts under RAO article 25(1);
 - (b) making arrangements with a view to transactions in Funeral Plan Contracts under RAO article 25(2);
 - (c) credit broking; and
 - (d) agreeing to carry on the Regulated Activities in clauses 2.2(a) to 2.2(c) inclusive.
- 2.3 The appointment is non-exclusive on the part of the Principal and the Principal may sell the Plans to purchasers in the Territory or elsewhere as it sees fit, using such channels and intermediaries as it considers to be appropriate and irrespective of whether any purchaser has been introduced to the Principal by the Appointed Representative.
- 2.4 The appointment of the Appointed Representative shall not take effect, and the Appointed Representative shall not be permitted to carry on the Permitted Activities, until the Principal has confirmed in writing to the Appointed Representative that all necessary regulatory steps have been completed to its satisfaction which may include but shall not be limited to:
- (a) confirmation by the FCA of its approval of any persons under FSMA section 59; and
 - (b) entry of the Appointed Representative on the FCA Register.
- 2.5 The Appointed Representative may not delegate the performance of any of its functions, duties or obligations under this Agreement except with the consent of the Principal, which may be given or withheld in its discretion.
- 2.6 The Appointed Representative recognises and agrees that this Agreement is exclusive to the Principal and that it shall not while this Agreement is in force become an appointed representative of any other person or enter into any similar arrangement with any other person for the purpose of carrying on Funeral Plan Distribution Activity and/or any activities similar to the Permitted Activities.
- 2.7 The Appointed Representative shall not become an appointed representative of any other person for any activity

other than Funeral Plan Distribution Activity and/or any activities similar to the Permitted Activities except with the prior consent of the Principal which shall not be unreasonably withheld.

- 2.8 The Principal may impose further restrictions on the extent to which the Appointed Representative can represent other counterparties within the meaning of regulations 3(1) and 3(2) of the Appointed Representatives Regulations as it considers appropriate.
- 2.9 The Appointed Representative shall carry on the Permitted Activities subject to any applicable limitations and/or restrictions on the Principal's permission as set out in the Financial Services Register from time to time. The Principal shall promptly advise the Appointed Representative of any changes to its permissions which may affect the scope (or otherwise) of the Appointed Representative's Permitted Activities.
- 2.10 The Appointed Representative shall carry on the Permitted Activities as clearly distinct from any of the Appointed Representative's other business.

3. Obligations of the appointed representative

- 3.1 The Appointed Representative shall perform its obligations in accordance with Applicable Law, and with due care, skill and diligence.
- 3.2 The Appointed Representative shall not carry on any Regulated Activity in breach of the general prohibition in section 19 FSMA.
- 3.3 The Appointed Representative shall comply and ensure that any persons who provide services to the Appointed Representative under a contract of service or a contract for services in relation to the Agreement comply with:
- (a) Applicable Law, FCA Rules and record-keeping requirements in relation to this Agreement; and
 - (b) all reasonable directions of the Principal from time to time in relation to the Permitted Activities.
- 3.4 The Appointed Representative shall provide the Principal, promptly upon request, with such information as the Principal may reasonably require about or relating to the Appointed Representative and the carrying on of the Permitted Activities in order to enable the Principal to monitor and supervise the Appointed Representative's performance of its activities and obligations under this Agreement.
- 3.5 The Appointed Representative shall in relation to its Permitted Activities under this Agreement:
- (a) make itself readily available for meetings with representatives or appointees of the Principal and/or the FCA as reasonably requested;
 - (b) give representatives or appointees of the Principal and/or the FCA reasonable access to all records (whether held electronically or otherwise) which are within the Appointed Representative's possession or control, and provide any facilities which such representatives or appointees may reasonably request;
 - (c) produce to representatives or appointees of the Principal and/or the FCA specified documents, files, tapes, computer data or other material in the Appointed Representative's possession or control as reasonably requested;
 - (d) print information in the Appointed Representative's possession or control which is held electronically or digitally or otherwise convert it into a readily legible document or any other record which the Principal and/or the FCA may reasonably request;
 - (e) permit representatives or appointees of the Principal and/or the FCA to copy documents or other material on the premises of the Appointed Representative at the Appointed Representative's reasonable expense and to remove copies and hold them elsewhere, or provide any copies, as reasonably requested; and
 - (f) answer truthfully, fully and promptly all questions which are reasonably put to it by representatives or appointees of the Principal and/or the FCA.
- 3.6 The Appointed Representative will not apply to the FCA for authorisation without prior agreement from the Principal.
- 3.7 The Appointed Representative shall comply with all arrangements made by the Principal in respect of training and competence and shall ensure that any relevant individuals employed or appointed by the Appointed Representative shall comply with all applicable FCA rules and guidance as issued from time to time.
- 3.8 The Appointed Representative shall adopt and have in place appropriate arrangements for identifying and managing any conflict of interest which might arise in the course of carrying out the Permitted Activities.

- 3.9 The Appointed Representative shall disclose that it is the Principal's Appointed Representative and make the correct status disclosures in accordance with FCA Rules on all relevant stationery, websites and promotional material relating to the Permitted Activities.
- 3.10 The Appointed Representative shall comply promptly with any reasonable request by the Principal for information relating to the performance of the Appointed Representative's duties or obligations under this Agreement.
- 3.11 The Appointed Representative shall:
- (a) keep full and accurate records of all business transacted under this Agreement that are separate to any other business carried out by the Appointed Representative; and
 - (b) maintain and retain records sufficient to disclose with reasonable accuracy the financial position of the business it carries on as Appointed Representative and provide such information on its financial position as requested by the Principal for the Principal to comply with its obligations under SUP12.6.2 to SUP 12.6.4.
- 3.12 The Appointed Representative shall immediately refer to the Principal any Complaints and in no circumstances shall do so later than the end of the Business Day following the date on which the Appointed Representative becomes aware of such Complaint.
- 3.13 Without limiting any other obligation of the Appointed Representative under this Agreement, the Appointed Representative shall provide management information at such intervals as the Principal shall require in order to enable the Principal to monitor the performance of the Appointed Representative's obligations under this Agreement.
- 3.14 The Appointed Representative shall notify the Principal promptly if any Approved Person either resigns, leaves or otherwise ceases to be employed or engaged by the Appointed Representative or changes role. The Appointed Representative shall also notify the Principal promptly of any changes in circumstances that might affect an Approved Person's fitness and propriety for performing the relevant controlled function.

4. Appointed representative's warranties and undertakings

- 4.1 During the term of this Agreement, the Appointed Representative warrants and undertakes to the Principal that:
- (a) it is and shall remain solvent;
 - (b) it is and shall remain suitable to act as Appointed Representative of the Principal;
 - (c) it will ensure that no close links (as defined in the Glossary of FCA Rules) exist which would be likely to prevent the effective supervision of the Appointed Representative by the Principal;
 - (d) it not already an appointed representative for another principal except as notified to, and approved by, the Principal;
 - (e) it has not previously been appointed as an appointed representative of another principal and had the appointment terminated except as notified to the Principal; and
 - (f) it is not authorised for any Regulated Activities under FSMA.

5. Obligations of the principal

- 5.1 The Principal accepts responsibility only to the extent stated in section 39 of FSMA for the Permitted Activities of the Appointed Representative (including overseeing the due and proper performance of such Permitted Activities). The Principal does not accept responsibility for any other activities of the Appointed Representative.
- 5.2 The Principal shall submit all relevant forms relating to the appointment of the Appointed Representative to the FCA.
- 5.3 The Principal shall directly and to the extent it is the Principal's responsibility under Applicable Law to do so:
- (a) provide compliance oversight of the Appointed Representative in relation to the carrying on of the Permitted Activities; and
 - (b) provide the Appointed Representative with such information about the Principal, policies, procedures, guidelines and other documentation, and assistance as the Principal considers necessary or desirable in order to enable the Appointed Representative to carry on the Permitted Activities.
- 5.4 The Principal shall use reasonable endeavours to obtain the approval from the FCA of staff whom the Appointed Representative nominates to become Approved Persons pursuant to section 59 FSMA to perform any controlled functions that are required to enable the Appointed Representative to carry on the Permitted Activities.

6. The appointed representative's marketing duties

- 6.1 Subject to the provisions of this Agreement (including without limitation clause 6.10) the Appointed Representative shall use its best endeavours to promote and market the Plans in the Territory and to seek orders for the Plans in the Territory.
- 6.2 The Appointed Representative shall not make any change to any contractual or other documentation issued in relation to the Permitted Activities or any Funeral Plan Contracts by the Principal except with the Principal's express written consent to such change.
- 6.3 The Principal shall provide the Appointed Representative with Financial Promotions, marketing materials and other documentation in respect of the Plans. Except with the prior written consent of the Principal, the Appointed Representative shall not:
- (a) issue or use any Financial Promotions, marketing material or other documentation that has not been approved by the Principal;
 - (b) make any representations or other promises concerning the Plans beyond those set out in the standard terms and conditions, standard documents or guidance provided by the Principal or as expressly agreed in writing with the Principal.
- 6.4 The Appointed Representative shall conduct the promotion and marketing of the Plans in the Territory with all due care and diligence.
- 6.5 The Appointed Representative shall procure that at its cost its representatives shall:
- (a) make themselves available, at all reasonable times and upon reasonable notice, to the Principal for the purposes of consultation and advice relating to this Agreement and the Plans;
 - (b) attend meetings with the representatives of the Principal and such Customers in the Territory as may be necessary for the performance of its duties under this Agreement.
- 6.6 The Appointed Representative shall promptly notify the Principal of all enquiries concerning, and orders for, the Plans which it receives from Customers (including prospective Customers) in the Territory.
- 6.7 The Appointed Representative shall not in relation to the Plans:
- (a) hold itself out nor permit any person to hold it out, as being authorised to bind the Principal in any way;
 - (b) pledge the credit of the Principal in any way; or
 - (c) do any act which might reasonably create the impression that it has the authority of the Principal in accordance with clauses 6.7(a) and/or 6.7(b).
- 6.8 The Appointed Representative shall be responsible for obtaining all licences, permits and approvals which are necessary or advisable for the performance of its duties under this Agreement.
- 6.9 The Appointed Representative shall not engage in any conduct which in the opinion of the Principal is prejudicial to the Principal's business or the marketing of the Plans generally.
- 6.10 The Appointed Representative shall not promote or market any Plan unless the Appointed Representative is nominated in the Plan as the funeral director which is to provide Funeral Services under the Plan to the Customer or Covered Individual. Where the Appointed Representative is nominated to provide the Funeral Services under a Plan, it shall be for the Principal to decide in accordance with Applicable Law (and subject to clause 8) whether to appoint the Appointed Representative to do so.
- 6.11 Where the Appointed Representative promotes or markets a Plan, it shall (without limiting any other obligation it may have under this Agreement) comply with the Pricing Schedule.

7. Sales of the plans

- 7.1 All sales of the Plans in the Territory shall be made upon such terms and conditions as the Principal in its absolute discretion may from time to time determine, and the Principal shall provide or make available to the Appointed Representative copies of any relevant terms and conditions and other documentation as varied from time to time and:
- (a) the Appointed Representative shall bring the relevant terms and conditions and/or documentation to the

- (b) notice of all purchasers and prospective purchasers for the Plans in the Territory with whom it deals; and the Appointed Representative shall not make or give any promises, warranties, guarantees or any representations concerning the Plans other than those contained in said terms and conditions other documentation provided by the Principal.

7.2 The Appointed Representative must not accept or handle money or payments in any form (including cheques payable to the Appointed Representative or the Principal) from Customers or any other persons under or in respect of a Plan except where specifically permitted to do so by the Principal in writing. If, contrary to this, the Appointed Representative receives or handles money or payment in any form from a Customer or any other person in connection with a Plan, the Appointed Representative must immediately return it to the person who has given the payment to the Appointed Representative and inform the Principal immediately

8. Funeral services

- 8.1 The Principal is not permitted to pay commission or other remuneration in respect of the Permitted Activities. The Appointed Representative may only be paid for any Funeral Services it provides under a Plan.
- 8.2 The Principal may, in its absolute discretion, appoint the Appointed Representative to provide Funeral Services for a Customer or Covered Individual. Any appointment to provide Funeral Services will be subject to the terms of the Funeral Services Agreement which sets out the Principal's terms and conditions for the provision of Funeral Services.

9. Name and goodwill

- 9.1 Nothing in this Agreement shall give the Appointed Representative any rights in respect of any trade names or trademarks used by the Principal in relation to the Plans or of the goodwill associated with them and the Appointed Representative hereby acknowledges that, except as expressly provided in this Agreement it shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in the Principal.

10. Confidentiality and data protection

- 10.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.2.
- 10.2 Each party may disclose the other party's Confidential Information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 10.2; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 10.4 Both parties shall comply with the requirements of UK Data Protection Legislation and any other Applicable Law relating to data protection.

11. Events etc beyond the control of the parties

- 11.1 Neither party shall be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for three months, the party not affected may terminate this agreement by giving 7 days' written notice to the affected party. If either party is affected by any event, circumstance or cause referred to in this clause 11, it shall immediately notify the other party of the nature and extent thereof.

12. Duration and termination

- 12.1 This Agreement shall come into effect in accordance with clause 2.4 and, except as provided by clauses 12.2, 12.3 and 12.4, shall continue in force for a minimum period of 12 months until the first anniversary of the date on which it was signed and shall continue after that until terminated by either party giving to the other one month's written notice expiring at or at any time after the end of that minimum 12 months' period.

- 12.2 The Principal may terminate this Agreement at any time on one month's notice in writing if there is a Change of Control in respect of the Appointed Representative.
- 12.3 Either party shall be entitled to terminate this Agreement by immediate written notice to the other if:
- (a) that other party commits any breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within thirty days after receipt of a written notice giving particulars of the breach and requiring it to be remedied;
 - (b) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that other party;
 - (c) that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
 - (d) that other party goes into liquidation (except for the purposes of amalgamation or reconstruction);
 - (e) that other party ceases, or threatens to cease, to carry on business; and/or
 - (f) (in relation to the Appointed Representative if it is a sole trader or partnership) it or any of its partners is the subject of a bankruptcy petition, application or order.
- 12.4 The Principal may terminate this Agreement by immediate notice in writing if:
- (a) during the term of this Agreement the Principal has reasonable grounds to believe that the Appointed Representative has not satisfied or is likely not to satisfy, SUP 12.4.2R(2) or is otherwise not a fit and proper person for the purposes of Applicable Law and FCA Rules;
 - (b) the Principal has determined that it is necessary to terminate the Agreement in order to comply with Applicable Law or is not reasonably satisfied that any material requirements or conditions of Applicable Law will be fulfilled and/or complied with if the Agreement remains in force; or the Principal has determined that to continue the Agreement would entail a material and adverse impact to its commercial reputation.
- 12.5 The rights to terminate this Agreement given by this clause 12 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

13. Consequences of termination

- 13.1 On termination of the Agreement the Appointed Representative:
- (a) understands that it will no longer be an exempt person under section 39 of FSMA by virtue of this Agreement;
 - (b) shall if so required requested by the Principal, inform Customers, their Nominated Representatives (where applicable) or Covered Individuals of any relevant changes;
 - (c) shall return to the Principal all materials provided by the Principal (including Financial Promotions) which relate to this Agreement, the Permitted Activities and /or the Plans unless otherwise agreed in writing; and
 - (d) acknowledges, with immediate effect, that it shall cease to describe or otherwise represent itself as an appointed representative of the Principal and it shall no longer be able to carry on the Permitted Activities under this Agreement.
- 13.2 On termination, the Principal shall:
- (a) make the required notification to the FCA that the Appointed Representative has ceased to be its appointed representative; and
 - (b) if applicable, notify other principals of the termination of its relationship with the Appointed Representative.
- 13.3 The following clauses shall survive and continue in force even if this Agreement is terminated: clause 9, clause 10, clause 13 and clauses 15 to 17 inclusive.

14. Nature of agreement

- 14.1 The Principal shall be entitled to perform any of the obligations undertaken by it and to exercise any of the rights granted to it under this Agreement through any other company which at the relevant time is its holding company or subsidiary (as defined by section 1159 of the Companies Act 2006) or the subsidiary of any such holding company and any act or omission of any such Principal shall for the purposes of this Agreement be deemed to be the act or omission of the Principal.
- 14.2 The Principal may assign this Agreement and the rights and obligations under it, subject to Applicable Law.
- 14.3 This Agreement is personal to the Appointed Representative which may not without the written consent of the

Principal assign, mortgage, charge or dispose of any of its rights under it, or sub-contract or otherwise delegate any of its obligations under it.

- 14.4 Nothing in this Agreement shall create or be deemed to create a partnership or the relationship of employer and employee between the parties (or one of agency except to the extent specifically stated in this Agreement).
- 14.5 This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all previous agreements and understandings between the parties with respect the subject matter of this agreement and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties except that the Principal may:
- (a) vary, supplement or amend the Pricing Schedule; or
 - (b) make any changes to the Agreement which it reasonably considers to be required by Applicable Law; by written notice to the Appointed Representative given in accordance with the terms of clause 17.
- 14.6 Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of and does not rely on any representation, warranty or other provision except as expressly provided in this Agreement and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by Applicable Law.

15. Indemnity

- 15.1 The Appointed Representative shall indemnify the Principal (including its officers, employees and representatives) against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and reasonable legal costs and all other reasonable professional costs and expenses) suffered or incurred by the Principal arising out of or in connection with:
- (a) any breach of the Appointed Representative's obligations under this Agreement including those contained in clause 3;
 - (b) the Appointed Representative's breach or negligent performance or non-performance of this Agreement;
 - (c) any act or omission by or on behalf of the Appointed Representative outside the terms of this Agreement and outside the authority given to the Appointed Representative under this Agreement; or
 - (d) any claim made against the Principal by a third party arising out of or in connection with the provision of the Permitted Activities, to the extent that the claim arises out of the breach, negligent performance or failure to delay in performance of this agreement by the Appointed Representative, its employees, agents or subcontractors.
- 15.2 The Principal shall arrange professional indemnity insurance with a reputable insurer of its choice and such indemnity insurance shall (to the extent that the Principal considers reasonable) cover the Permitted Activities. The terms of such insurance (including any excess and/or maximum amount of cover) shall be within the discretion of the Principal. The existence of any such insurance shall not affect the obligations of the Appointed Representative under clause 15.1 or any other obligations or liabilities of the Appointed Representative under this Agreement and the making of any claim (and the extent of any such claim) under the insurance shall be within the discretion of the Principal.

16. Law and jurisdiction

- 16.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 16.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

17. Notices and service

- 17.1 Any notice or other communications given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company), or by email to the address provided by the relevant party to the other for the purposes of this Agreement. If the Appointed Representative does not notify the Principal of an e-mail address for this purpose, a notice sent by the Principal to any e-mail which it has used for communicating with the Appointed Representative in relation to any business between the Principal and the Appointed Representative

(whether or not it is business under this Agreement) shall be effective.

17.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; and
- (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

17.3 This clause 17 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

Pricing schedule

In accordance with clause 6.11 of the Agreement, these are the general principles which must be applied to the pricing of Plans and must be strictly adhered to by the Appointed Representative in letter and in spirit. This Pricing Schedule may be varied, amended or supplemented or varied from time to time by notice in writing by the Principal to the Appointed Representative.

1. Prices of packages or bespoke service items must be inserted into the Principal's portal and must be approved by the Principal.
2. Prices of packages or bespoke items must match (or be lower if the Appointed Representative so wishes) than the AR's current at-need price for the equivalent funeral
3. Therefore, professional fees for Funeral Services must match (and must in no circumstances exceed) the equivalent at-need funeral price of the Appointed Representative.
4. Any disbursements (cremation fees, burial fees, church fees etc. and any third party costs) must be priced at the actual price and cannot be inflated or be subject to any mark-up.
5. The administration fees and/or the guaranteed cremation banding must be in addition to the above fees.
6. Pricing of additional items should be added at the list price of the Appointed Representative, if the Plan is a bespoke plan.
7. Any changing to this pricing structure must be agreed by the Principal in advance.

SIGNED on behalf of the Principal

Name: Barry Floyd Date: 29th July 2022
Golden Leaves Ltd

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

.....
[SIGNATURE OF DIRECTOR]

OR

Signed by [NAME OF INDIVIDUAL PARTY]

.....
[SIGNATURE OF PARTY]

OR

Signed for and on behalf of [NAME OF PARTNERSHIP] by [NAME OF PARTNER], a partner
[SIGNATURE OF PARTNER]