AfterLife

Partner Subscription Agreement

Between AfterLife Technologies Ltd and the Partner

This agreement is made between **AfterLife Technologies Ltd** (company number 16891284, registered office 71–75 Shelton Street, Covent Garden, London WC2H 9JQ) ("AfterLife", "we", "us") and the partner named in the application and order ("you", "the Partner"). It governs your subscription to receive matched introductions from AfterLife's consumer platform.

Clause 01 Definitions

Zone

A UK postcode area in which AfterLife operates (105 zones across England and Wales at launch).

Category

Your supplier type, as listed in AfterLife's category schedule (e.g. funeral director, florist, probate solicitor).

Tier

The coverage tier of your Category — **Local**, **Regional** or **National** — fixed by AfterLife for each Category in Schedule 1 according to how that trade serves bereaved families. The Tier determines how Places are bought, capped and priced (see Clauses 04 and 06). You cannot change your Category's Tier.

Place

Your subscribed place within a Zone for your Category, as a vetted entry in the strictly limited field families see. How Places work depends on your Tier:

- **Local** — a whole place in a single Zone; you may hold up to one-third of that Zone's available Places in your Category (rounded down, minimum one), with additional Zones at the same per-Place rate.
- **Regional** — a Place is held in thirds across a patch of Zones: selecting a smaller Zone creates a patch of that Zone and the two nearest smaller Zones, with one third held in each (three thirds equalling one full Place); a larger Zone (a population of one million or more) is one whole Place on its own. A Partner may increase its holding to a maximum of two thirds in any one Zone within a patch; no Partner may ever hold every third in a Zone, preserving the one-third ceiling on any Zone's field.
- **National** — a whole place in a Zone with a maximum of one Place per Zone; you may subscribe across as many Zones as you wish, from one up to all of them.

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Third

One third of a Regional Place. Regional Places are held in thirds across the Zones of a patch, as described in Clause 01. The fee for a third is one-third of the full-Place fee for the Category, as set out in Schedule 1. Thirds apply to Regional Categories only.

Qualified Introduction

A family who has completed the AfterLife walkthrough, who has confirmed they want to be introduced to a supplier in your Category, whose details we have sent to you, and where you have not previously been introduced to the same family on the same matter.

Projected Introduction Volume

An indicative projection of the Qualified Introductions a Place may receive in a Twelve-Month Period, derived from AfterLife's pricing model (a 3% median marketplace capture — 2% in the platform's first six months of operation, 4% thereafter — × category uptake × place share). The Projected Introduction Volume is a good-faith estimate provided as a guide only; it is not a guaranteed or committed number of introductions, and AfterLife gives no warranty that any particular volume will be achieved. The applicable projection for your Place is stated in your order summary. The Partner acknowledges that actual volumes may vary materially and that it has not relied on the projection as a guarantee when deciding to subscribe.

Twelve-Month Period

Each twelve months from the public launch of AfterLife on 1 October 2026. The first period runs from 1 October 2026 to 30 September 2027. Each subsequent period runs October to September thereafter. Partners who sign before launch do not start the clock at signature.

Clause 02 What you receive

- A vetted, templated listing on the AfterLife consumer marketplace.
- Matched Qualified Introductions to your Place(s) in your Zone(s), in line with AfterLife's matching algorithm.
- A partner dashboard showing every Introduction sent, your response, and the case outcome.
- Quarterly reports of the Qualified Introductions actually delivered to your Place(s).
- No commission on any booking taken from a Qualified Introduction.

AfterLife

Clause 03 Eligibility — independent firms only

AfterLife's commercial proposition to families and to Partners depends on the marketplace being made up of vetted independent local firms. Accordingly:

- To be eligible to subscribe as a Partner, you must be an independent firm — that is, not a branch, franchise, trading name, or subsidiary of a national chain or conglomerate-owned group operating in your Category. AfterLife will determine eligibility on the facts of each application, using reasonable judgement, and reserves the right to decline applications from firms that do not meet this requirement.
- AfterLife will not list national chains or conglomerate-owned branches in any Category, in any Zone, and is under no obligation to do so even where Places remain unfilled.
- If during your subscription you are acquired by, merge into, or become part of a national chain or conglomerate-owned group operating in your Category, you must notify AfterLife in writing within 14 days of completion. AfterLife will then work with you in good faith to identify a suitable successor independent in your Zone, and your Place(s) will continue to operate for a grace period of up to 90 days from the date of notification, after which the Place(s) will be released and the agreement terminated without further fee or refund liability on either side. The Place(s) will not transfer to the acquiring group. Subscription fees paid for any period prior to termination are not refundable. Any pre-paid annual fees shall be pro-rated and refunded for the period after the grace period ends.
- A change of legal ownership that does not result in your firm becoming part of a national chain or conglomerate-owned group — for example, a sale to another local independent, an internal succession to family, or a management buy-out — is not a triggering event under this clause, but you must still notify AfterLife within 14 days and AfterLife may re-run vetting on the new ownership before continuing your Place(s).

This clause exists for the protection of all Partners. The integrity of the marketplace — and the value of each Partner's Place — depends on the platform remaining for independents only.

Clause 04 Subscription fee

You may pay your subscription:

- **Monthly** — payable monthly in advance, by card via our payment processor (Stripe) or by invoice and bank transfer where agreed. May be cancelled at any time on 30 days' written notice; billing is prorated to the cancellation date. Fees subject to change on 60 days' notice.
- **Annually** — payable annually in advance. Fee is 67% of (monthly fee × 12), i.e. a 33% discount versus paying monthly. The annual fee is held for the duration of that annual term — AfterLife cannot vary an annual subscriber's fee mid-term. At each annual renewal, the prevailing pricing applies; subscribers can choose to renew on the new terms or not.

The applicable Monthly Fee and Annual Fee for your Place(s) are derived from a single published formula, applied identically to every Category in Schedule 1:

- **The formula** — the fee scales with the expected family volume in your Zone at AfterLife's modelled 3% median client capture (2% in the platform's first six months of operation, 4% thereafter), multiplied by your Category's modelled uptake rate and divided by the number of Places, giving the per-Place share of expected order value. The Monthly Fee is 4% of that per-Place share, divided by twelve; the Annual Fee is 67% of (Monthly Fee × 12) — the same 33% annual discount for every Category. The fee is a fixed advertising-placement charge for the Place; it is not a commission and is not contingent on the number or value of any introductions, bookings or instructions.
- **FCA-regulated Categories** — priced on the same formula and schedule as every other Category. Their fee is likewise a flat advertising-placement charge, fixed for the term and set independently of the volume or value of any introductions, advice or business written; the additional structural protections for these Categories are set out in Clause 07. The FCA-regulated Categories at launch, with Schedule 1 annual fees: **Life insurance brokers — FCA (£551.20), IFAs — FCA (£1,378.64), Equity release advisers — FCA (£1,148.32)**.

Your applicable fee is confirmed in your order summary at the point of subscription. The projected-volume basis in Clause 05 scales with the Zone you subscribe in.

How the fee is built depends on your Tier (Clause 01):

- **Local** — the per-Place fee × the number of Places you hold in your Zone, subject to the one-third Zone cap.
- **Regional** — one third of the full-Place fee × the total thirds you hold across your patches. Three thirds equal one full Place's fee; a larger Zone held as a whole Place is charged the full-Place fee.
- **National** — the per-Place fee × the number of Zones you cover, at one Place per Zone.

Clause 05 Introductions and projected volumes

AfterLife operates the consumer marketplace and the matching algorithm in good faith to present each subscriber's Place to families whose stated wishes fit the subscriber's Category and Zone. The Projected Introduction Volume for a Place is an indicative guide derived from AfterLife's model; it is not a guaranteed or committed number, and the subscription fee is not contingent on the number of introductions delivered.

AfterLife reports the Qualified Introductions actually delivered to each Place on a quarterly basis, so the subscriber can assess the value of the subscription against the fee paid. The subscriber acknowledges that actual introduction volumes depend on consumer demand in the Zone and on the subscriber's own responsiveness and fit, and may be higher or lower than the Projected Introduction Volume.

Projected volumes and delivered introductions are reported **per Place per Zone**. If you hold multiple Places in multiple Zones, each is reported independently, so you can see the introductions delivered to each Place separately.

Qualified Introductions are reconciled quarterly against AfterLife's records and shared with you via the partner dashboard. Discrepancies must be raised within 30 days of the quarterly statement; otherwise the figures are taken as final.

Clause 06 Place allocation, Tiers and Zone caps

Places are allocated on a first-come, first-served basis subject to availability. Each Zone has a total Place count for each Category, set out in Schedule 1. How many Places a Partner may hold, and across how many Zones, depends on the Category's Tier:

- **Local Categories** — a Partner may hold up to one-third of the available Places in any Zone for their Category, rounded down (minimum one Place). A Partner may subscribe in more than one Zone, each charged at the same per-Place rate.
- **Regional Categories** — a Partner holds Places in thirds across the Zones of its chosen patches, as described in Clause 01 — up to a maximum of two thirds in any one Zone, and never every third in a Zone.
- **National Categories** — a Partner may hold a maximum of one Place per Zone, and may subscribe across any number of Zones from one up to all of them. This one-Place-per-Zone limit is stricter than the one-third cap and exists so families always see genuine choice between independent national providers (mirroring Clause 8.6 for FCA-authorised Categories).

If a Zone is fully subscribed in your Category, your application is placed on a waiting list. Queue position is determined by the date your application is received. There is no charge for being on the waiting list and no commitment until vetting completes and you sign.

When a Place becomes available — typically because an existing Partner does not renew, or terminates — we contact the next applicant on the list and begin the standard vetting review described in Clause 07. If the applicant passes vetting, the Place is allocated and the subscription begins on activation. If the applicant declines (whether for changed circumstances or otherwise) they may step away without penalty and we move to the next applicant. An applicant who declines does not lose their position elsewhere on any other waiting list.

AfterLife may remove an applicant from the list if their stated regulatory or vetted standing changes such that they would no longer pass vetting.

Clause 07 Vetting

All applications are subject to vetting before activation. Vetting covers:

- Identity and regulatory standing — Companies House status, any regulatory authorisations (FCA, SRA, RICS, ICAEW, etc.), trade body memberships.
- Service standards — capacity, response times, out-of-hours coverage.

- Geographic coverage — confirmation that you actually serve the Zone(s) you have subscribed to.

AfterLife reserves the right to decline applications, to suspend subscriptions for breach of service standards, or to terminate for material breach on 30 days' notice.

Clause 08 FCA-authorised Partners

Three categories at launch are FCA-authorised: **life insurance brokers**, **bereavement & pension IFAs**, and **equity release advisers**. These firms operate the same subscription model as non-FCA partners (monthly or annual, no commission, with the projected-volume basis in Clause 05) but under the additional terms set out in this clause.

8.1 Regulatory standing

An FCA-authorised Partner must hold direct FCA authorisation, or be an Appointed Representative of an FCA-authorised principal firm, sufficient to advise on or arrange the regulated activities relevant to their Category. The Partner must maintain that authorisation throughout the subscription and notify AfterLife within 5 working days of any change in regulatory standing. AfterLife will verify each FCA-authorised Partner's permissions on the FCA Register at vetting, and at each anniversary.

8.2 Suitability and advice

AfterLife is not an FCA-authorised firm. AfterLife does not provide regulated advice, does not assess suitability, and does not recommend specific products. AfterLife provides matched introductions to FCA-authorised Partners; from the point of introduction onwards, the Partner has full and exclusive responsibility for assessing suitability, providing advice, and acting in the client's best interest under their FCA permissions.

8.3 Inducements — COBS 2.3A compliance

The subscription fee paid by an FCA-authorised Partner is a flat annual or monthly subscription. It is not a per-conversion fee, not a commission on closed business, and not a payment that varies with the volume or value of introductions delivered. This structure is designed to sit outside the inducements perimeter set by COBS 2.3A — the Partner pays the same regardless of conversion outcomes, and AfterLife is paid the same regardless of which introduced family chooses which adviser.

AfterLife operates as an introducer providing a "quality enhancement" service — namely, matching families to suitably-qualified vetted local FCA-authorised firms based on their stated needs, rather than the family searching unaided. The subscription fee reflects the cost of the introduction service, not the value of the advice provided to the family by the Partner.

8.4 Disclosure to introduced families

AfterLife will disclose to each introduced family, at the point of introduction:

- That the Partner is an FCA-authorised firm.

- That AfterLife has matched the family to the Partner based on the family's stated needs.
- That AfterLife receives a subscription fee from the Partner that is not contingent on the family becoming a client of the Partner.
- That AfterLife does not provide regulated advice and does not endorse any specific product.
- That the family is free to engage any FCA-authorised adviser of their choice and is not obliged to engage the introduced Partner.

The Partner is responsible for ensuring its own disclosures, suitability assessments, and Consumer Duty obligations are met from the point the family contacts the Partner onwards.

8.5 Consumer Duty

Both parties will operate consistently with the FCA's Consumer Duty (PRIN 2A). The Partner remains responsible for delivering good outcomes for retail clients in line with PRIN 2A. AfterLife will not introduce any family to a Partner where AfterLife is aware, at the point of introduction, that the introduction is likely to result in a foreseeable harm to the family.

8.6 Place cap

For FCA-authorised Categories only, a Partner may hold a maximum of one Place per Zone. This is stricter than the one-third cap for non-FCA categories and reflects the importance of the family seeing genuine choice between independent FCA-authorised firms.

8.7 Pre-paid funeral plans

Pre-paid funeral plans are an additional FCA-regulated category. Pre-paid funeral plan providers are not eligible to subscribe under this agreement at launch, pending the establishment of an Appointed Representative arrangement between AfterLife and one or more FCA-authorised plan providers. Pre-paid funeral plan providers will be onboarded under a separate agreement reflecting the post-2022 COBS 19.10 commission ban on funeral plan intermediaries; a target onboarding date of 2027 is subject to FCA-compliance review.

Clause 09 Funeral directors — CMA compliance

This Clause applies to Partners in the Funeral Director and related funeral-service Categories, which are subject to the Competition and Markets Authority's Funerals Market Investigation Order 2021.

The Place subscription for a Funeral Director Partner is a **flat advertising placement only**. It is set independently of, and is not contingent on, the number of deceased persons referred, the number of funerals arranged, or the value of any funeral. AfterLife does not pay, and the Partner does not receive, any cash-back, rebate, per-case referral award, volume bonus or other financial incentive of any kind connected to the referral or steering of any deceased person to the Partner.

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AfterLife's matching presents the family with a strictly limited, vetted field and the family chooses freely; nothing in this Agreement creates a financial incentive for AfterLife or the Partner to steer a deceased person to any particular funeral director. The Partner must comply with the Funerals Market Investigation Order 2021 and all related CMA requirements in its dealings with families introduced through AfterLife.

Clause 10 Your obligations

- Hold and maintain any registration, accreditation or regulatory authorisation required for your Category.
- Respond to Qualified Introductions promptly and professionally — within one working day where reasonably possible, and certainly within 48 hours.
- Provide the truthful, accurate information requested during vetting and onboarding, and inform AfterLife promptly of any material change (e.g. loss of regulatory authorisation, change of ownership, capacity constraints).
- Comply with applicable law, including data protection (UK GDPR and Data Protection Act 2018), in your dealings with introduced families.
- Update your status in the partner dashboard so AfterLife can reconcile Qualified Introductions accurately. AfterLife sees aggregate status only — never your fee structures, client files, or commercial terms with the family.

Clause 11 AfterLife's obligations

- Operate the consumer marketplace and matching algorithm in good faith, and present each Place to families whose stated wishes fit its Category and Zone. Projected Introduction Volumes are a guide, not a guarantee.
- Hold an annual subscriber's fee for the duration of the annual term (no mid-term increases). The prevailing pricing model applies at each renewal.
- Operate the partner dashboard and quarterly reconciliation in line with this agreement.
- Handle introduced family data lawfully under the Partner Data-Sharing Terms (forming part of this agreement).

Clause 12 Liability

Neither party excludes liability for death or personal injury caused by negligence, fraud, or anything that cannot be limited by law. Subject to that, each party's liability under this agreement is capped at the total fees paid by the Partner to AfterLife in the twelve months preceding the relevant event, and consequential losses are excluded. AfterLife is not party to and is not liable for the contract between you and any introduced family.

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Clause 13 Term, termination and general

This agreement begins on the date your Place is activated following completion of vetting and runs for successive Twelve-Month Periods thereafter until terminated by either party.

Monthly subscribers may terminate at any time on 30 days' written notice; billing is prorated. Annual subscribers may choose not to renew at any anniversary on 30 days' written notice but cannot terminate mid-term. Either party may terminate immediately for material breach not cured within 30 days of written notice. On termination, your Place(s) are released and the listing removed within 14 days.

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, representations or agreements, whether oral or written.

Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations caused by events beyond its reasonable control (including but not limited to acts of God, war, pandemic, or government regulation).

Assignment: AfterLife may assign this agreement on a corporate reorganisation or sale of the business. The Partner may not assign or transfer any rights or obligations without AfterLife's prior written consent.

Severability: If any provision is held invalid or unenforceable, the remainder of the provisions shall continue in full force and effect.

Waiver: No waiver by either party of any breach shall constitute a waiver of any subsequent breach.

This agreement is governed by the law of England and Wales. The application, order summary, Partner Data-Sharing Terms, and Schedule 1 (Pricing Model) form part of this agreement; where they conflict, this agreement prevails.

Clause 14 Acceptance

This Agreement is entered into electronically. By ticking the acceptance box and submitting the partner application, the Partner confirms that it has read, understood and agrees to be bound by this Agreement, together with the application, the order summary generated on subscription, the Partner Data-Sharing Terms and Schedule 1 (Pricing Model). No physical signature is required. AfterLife accepts the Partner on activation of the Place(s) following successful vetting, at which point this Agreement takes effect. AfterLife records the date, time and version of the Agreement accepted.

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