

Partner Annual Subscription Agreement

Between AfterLife Technologies Ltd and the Partner

This agreement is made between AfterLife Technologies Ltd (company number 16891284, registered office Studio 6, 43 Queen Street, Colchester CO1 2PQ) ("AfterLife", "we", "us") and the firm named in the application and order ("you", "the Partner"). It governs your annual subscription to a Place on AfterLife's consumer marketplace.

It is available to the trades that may otherwise join AfterLife under the Partner Success Agreement. It is not available to regulated firms, which join under the Partner Subscription Agreement for regulated firms. A Partner holds a Place in a trade and Zone under this agreement or under the Partner Success Agreement, not both.

Clause 01 Definitions

Zone

A postcode area of England and Wales in which AfterLife operates.

Category

Your trade, as listed in AfterLife's category schedule (for example funeral director, florist, memorial mason).

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 held, capped and priced (see Clauses 04 and 06). You cannot change your Category's Tier.

Place

A subscribed position within a Zone for your Category. The number of Places in each Category and Zone is capped. How Places work depends on the Tier:

- **Local** — a whole Place in a single Zone. You may hold up to one-third of that Zone's Places in your Category (rounded down, minimum one), and Places in further Zones at the same 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; a larger

Zone (a population of one million or more) is one whole Place on its own. You may hold up to two thirds in any one Zone within a patch, and no Partner may hold every third in a Zone.

- **National** — a whole Place in a Zone, with a maximum of one Place per Zone; you may subscribe in as many Zones as you wish.

Introduction

A family's first contact with you through AfterLife, whether through the marketplace, a tracked link or telephone number, an AfterLife email address, or a handover from AfterLife's team, where you have not previously been introduced to the same family on the same matter. Each Introduction is logged with an Introduction ID.

Projected Introduction Volume

The number of Introductions a Place is projected to receive in a Subscription Year, derived from AfterLife's pricing model (a 3% median marketplace capture, which is 2% in a Zone's first six months of operation and 4% after that, multiplied by Category uptake and Place share). The Projected Introduction Volume for your Place is stated in your Order. It is a good-faith projection, not a guaranteed number; Clause 05 sets out what happens if a Place receives fewer Introductions than projected.

Subscription Year

The twelve months from the date your Place is activated, and each twelve months after that.

Order

The order summary issued with your application (Schedule A), confirming your Category, Tier, Places, Zones, annual fee and Projected Introduction Volume.

Clause 02 What you receive

- A vetted listing on the AfterLife consumer marketplace for your Place(s), in a Category and Zone where the number of subscribed Places is capped.
- Introductions to families whose stated needs fit your Category and Zone.
- A partner dashboard showing every Introduction sent to you and its outcome, and quarterly reports of the Introductions delivered to each Place.
- No success fee, commission or charge on any work you take from an Introduction.
- The annual subscriber protections in Clause 05.

The order in which firms are shown to families does not depend on what any firm pays or on which agreement it has signed. Firms that join under the Partner Success Agreement are not counted against the Places cap.

Clause 03 Eligibility: independent firms only

To be eligible you must be an independent firm: 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 may decline applications from firms that do not meet this requirement. AfterLife will not list national chains or conglomerate-owned branches in any Category or Zone.

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. Your Place(s) will continue for up to 90 days from notification, after which they will be released and this agreement will end. The Place(s) will not transfer to the acquiring group. The annual fee for the period after the Place(s) are released will be refunded pro rata. A change of ownership that does not make your firm part of such a group (a sale to another independent, a family succession or a management buy-out) is not a triggering event, but you must still notify AfterLife within 14 days and AfterLife may repeat its vetting before continuing your Place(s).

Clause 04 Annual fee

The subscription is annual only and is payable in advance for each Subscription Year, by invoice and bank transfer, or by card where AfterLife offers it. Fees are exclusive of VAT.

The annual fee for a Place is 4% of the order value AfterLife's model anticipates for one Place in a year: the expected number of families in England and Wales at the modelled capture, multiplied by the Category's uptake rate and its average order value, divided by the number of Places in that Category across England and Wales. Each Category therefore has a single national annual fee for each Place, wherever the Place is held, shown in Schedule 1. The minimum annual fee is £120 for each Place. The same formula applies to every Category in Schedule 1. The fee is a fixed charge for the Place. It is not a commission and is not contingent on the number or value of any Introductions, bookings or instructions.

How the fee is built depends on the Tier:

- **Local** — the annual fee per Place multiplied by the number of Places you hold.
- **Regional** — one third of the annual fee per Place for each third you hold; a larger Zone held as a whole Place is charged the full annual fee.
- **National** — the annual fee per Place multiplied by the number of Zones you cover.

Your annual fee is confirmed in your Order. AfterLife cannot change it during a Subscription Year. At each renewal the rates then published apply, and AfterLife will give you at least 30 days' notice of any change before the renewal date so that you can choose whether to renew.

Clause 05 Introductions, projected volumes and annual subscriber protections

AfterLife operates the consumer marketplace in good faith to present each Place to families whose stated needs fit its Category and Zone, and reports the Introductions delivered to each Place every quarter through the partner dashboard. Introductions are reported per Place per Zone. Discrepancies must be raised within 30 days of a quarterly report; otherwise the figures are taken as final.

Every annual subscriber has two protections for each Place, measured over its first Subscription Year:

- If the Place receives fewer than two-thirds of its Projected Introduction Volume, its second Subscription Year is free.
- If the Place receives no Introductions at all, its first-year fee is refunded in full.

The protections apply where the Partner has kept its listing live and responded to Introductions in line with Clause 09 throughout the year. A refund is paid within 30 days of the end of the first Subscription Year; a free second year is applied at renewal.

Clause 06 Place allocation and Zone caps

Places are allocated on a first-come, first-served basis, subject to availability and vetting. Each Zone has a capped number of Places for each Category, set by AfterLife from the Zone's population and the Category's uptake, and confirmed in your Order. If a Zone is fully subscribed in your Category, your application is placed on a waiting list in order of the date it was received, at no charge and with no commitment. When a Place becomes available, AfterLife contacts the next applicant and begins vetting; an applicant who declines may step away without penalty and keeps its position on any other waiting list. A firm on a waiting list may join under the Partner Success Agreement in the meantime.

Clause 07 Vetting

All applications are subject to vetting before activation. Vetting covers identity and standing (Companies House status, insurance, any regulatory authorisation and trade body memberships), service standards (capacity, response times and out-of-hours cover where relevant) and geographic coverage (that you serve the Zones in your Order). AfterLife may decline an application, suspend a listing for breach of service standards, or end this agreement for material breach on 30 days' notice.

Clause 08 Funeral directors

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 annual fee for a funeral director is a flat charge for the Place. 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 award, volume bonus or other financial incentive connected to the referral of any deceased person. The family chooses freely, and the Partner must comply with the Order in its dealings with families introduced through AfterLife.

Clause 09 Your obligations

- Hold and maintain any registration, accreditation or authorisation required for your Category.
- Respond to Introductions promptly and professionally: within one working day where reasonably possible, and in any event within 48 hours.
- Treat every family with care, honesty and sensitivity, and charge a family introduced by AfterLife no more than you charge other customers for the same work.
- Give truthful and accurate information during vetting, and tell AfterLife promptly of any material change.
- Comply with data protection law (UK GDPR and the Data Protection Act 2018) in your dealings with introduced families.
- Update the status of each Introduction on the partner dashboard. AfterLife sees the status only, never your prices, client files or terms with the family.

Clause 10 AfterLife's obligations

- Operate the consumer marketplace in good faith and present each Place to families whose stated needs fit its Category and Zone.
- Hold your annual fee for the Subscription Year paid for, with no increase during the year.
- Operate the partner dashboard and quarterly reporting, and honour the protections in Clause 05.
- Handle introduced families' data lawfully, passing a family's details to you only with that family's consent.

Clause 11 Liability

Neither party excludes liability for death or personal injury caused by negligence, for fraud, or for 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 before the event giving rise to the claim, and consequential losses are excluded. AfterLife is not party to, and is not liable for, the contract between you and any introduced family.

Clause 12 Term, renewal and general

This agreement begins on the date your Place is activated after vetting and continues for successive Subscription Years. Either party may choose not to renew by giving at least 30 days' written notice before the end of a Subscription Year; the subscription cannot be ended part-way through a year except under Clause 03 or for material breach. Either party may end this agreement immediately for a material breach that is not put right within 30 days of written notice. At renewal the Partner may instead move to the Partner Success Agreement, and its Place is then released. When the agreement ends, your Place(s) are released and the listing removed within 14 days.

This agreement, with the application, Schedule A and Schedule 1, is the entire agreement between the parties about its subject. Neither party is liable for delay or failure caused by events beyond its reasonable control. AfterLife may assign this agreement on a corporate reorganisation or a sale of its business; the Partner may not assign or transfer its rights without AfterLife's prior written consent. If any provision is held invalid or unenforceable, the remainder continues in full force. No waiver of a breach is a waiver of any later breach. This agreement is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

Clause 13 Acceptance

This agreement is entered into electronically. By ticking the acceptance box and submitting the application, or by signing at the link AfterLife sends, the Partner confirms that it has read, understood and agrees to be bound by this agreement together with the application, Schedule A and Schedule 1. AfterLife accepts the Partner on activation of the Place(s) after successful vetting, at which point this agreement takes effect. AfterLife records the date, time and version of the agreement accepted.

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Schedule 1: Pricing

The Tier, annual fee for each Place and Projected Introduction Volume for each Place, by Category. The annual fee is 4% of the orders anticipated for one Place (minimum £120). Fees exclude VAT. A Regional third is one third of the annual fee. The Projected Introduction Volume for your own Place is stated in your Order.

CATEGORY	TIER	PROJECTED INTRODUCTIONS A YEAR, EACH PLACE	ANTICIPATED ORDERS A YEAR, EACH PLACE	ANNUAL FEE, EACH PLACE
Ash scattering services	National	16	£4,846	£193.82
Auction houses	Regional	14	£17,399	£695.97
Care home placement consultants	Regional	7	£10,440	£417.58
Celebrants (humanist, civil, interfaith)	Regional	17	£4,624	£184.97
Children's bereavement specialists	Regional	2	£1,050	£120.00
Coffin makers (wicker, eco, bespoke)	National	8	£5,653	£226.13
Crematoria	Regional	35	£33,059	£1,322.35
Digital safe and will storage services	National	8	£646	£120.00
Direct cremation providers	National	29	£34,822	£1,392.89
Domiciliary and live-in care providers	Local	1	£8,284	£331.37

CATEGORY	TIER	PROJECTED INTRODUCTIONS A YEAR, EACH PLACE	ANTICIPATED ORDERS A YEAR, EACH PLACE	ANNUAL FEE, EACH PLACE
Embalming specialists	Regional	7	£2,784	£120.00
Estate clearance specialists	Regional	7	£10,440	£417.58
Florists	Local	26	£8,938	£357.54
Funeral catering and wakes	Local	12	£5,516	£220.65
Funeral directors (full service)	Local	25	£75,257	£3,010.28
Funeral musicians	Regional	15	£5,415	£216.59
Funeral photographers	Regional	14	£10,440	£417.58
Funeral transport (limousines, additional hearses)	Regional	14	£5,568	£222.71
Funeral videographers and livestream operators	Regional	14	£10,440	£417.58
Garden maintenance for empty property	Local	17	£4,727	£189.09
Home care agencies	Regional	4	£28,133	£1,125.32
House clearance, removal and storage	Local	7	£6,532	£261.28

CATEGORY	TIER	PROJECTED INTRODUCTIONS A YEAR, EACH PLACE	ANTICIPATED ORDERS A YEAR, EACH PLACE	ANNUAL FEE, EACH PLACE
Inheritance tax planning and trust services	National	16	£40,380	£1,615.19
Kennels and catteries	Regional	14	£4,176	£167.03
Locksmiths (securing empty property)	Local	14	£4,813	£192.53
Memorial benches, trees and plaques	Regional	28	£16,703	£668.14
Memorial jewellery and cremation art	National	29	£10,157	£406.26
Memorial masons	Regional	14	£27,839	£1,113.56
Natural and woodland burial grounds	Regional	7	£17,399	£695.97
Order-of-service printers	Regional	40	£8,038	£321.52
Pet rehoming agencies	National	8	£2,019	£120.00
Private bereavement counsellors	Regional	7	£4,524	£180.95
Private cemeteries	Regional	8	£28,266	£1,130.63
Probate accountants	Regional	7	£15,311	£612.46
Probate genealogists	National	3	£3,261	£130.45

CATEGORY	TIER	PROJECTED INTRODUCTIONS A YEAR, EACH PLACE	ANTICIPATED ORDERS A YEAR, EACH PLACE	ANNUAL FEE, EACH PLACE
Repatriation specialists	Regional	7	£31,319	£1,252.75
RICS chartered surveyors (probate valuations)	Regional	16	£16,076	£643.04
Wake venues (pubs, hotels, function rooms)	Local	12	£4,903	£196.14
Will writers and Lasting Power of Attorney drafters	National	42	£14,615	£584.62

Schedule A: Order

Issued with each application: the Partner, Category, Tier, Places and Zones, annual fee, Projected Introduction Volume for each Place, and the date of activation.