

Partner Subscription Agreement (regulated firms)

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 subscription to be listed on, and to receive introductions from, AfterLife's consumer platform.

It applies only to regulated firms: solicitors (probate and conveyancing), FCA-regulated financial advisers, life insurance brokers, void-property insurance brokers, equity release advisers, and firms authorised by the Financial Conduct Authority for inheritance tax planning and trust services. Every other trade joins AfterLife under the Partner Success Agreement, not this one.

Clause 01 Definitions

Area

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

Category

Your supplier type, as listed in AfterLife's category schedule for regulated firms (for example probate solicitor, IFA, equity release adviser).

Listing

Your vetted entry on the AfterLife marketplace in your Category, for the Areas set out in your Order.

Order

The order summary issued with your application (Schedule A of this agreement), confirming your Category, the Areas covered, whether you pay annually or monthly, and your fee.

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. Each Introduction is logged with an Introduction ID.

Subscription Period

For an annual subscription, the twelve months from the date your Listing is activated and each twelve months after that. For a monthly subscription, each calendar month from activation.

Clause 02 What you receive

- A vetted Listing on the AfterLife consumer marketplace in your Category and Areas.
- Introductions from families whose stated needs fit your Category and Areas.
- A partner dashboard showing every Introduction sent to you and its outcome.
- No fee on any client you take on, and no fee per Introduction.

AfterLife does not promise any number of Introductions. There is no exclusivity and no limit on the number of firms listed in any Area or Category. Every vetted firm in a Category and Area is shown to families, and the order in which firms are shown does not depend on what any firm pays.

Clause 03 Eligibility — independent firms only

AfterLife's proposition to families and to partners depends on the marketplace being made up of vetted independent firms. 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.

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 Listing will continue for up to 90 days from notification, after which it will be removed and this agreement will end without further fee on either side; any annual fee paid for the period after the Listing is removed will be returned 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, 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 Listing.

Clause 04 Subscription fee

The fee for your Listing is a fixed fee for each Area in your Order, at the rate for your Category in AfterLife's published rates for regulated firms at the date of your Order. Your fee is that rate multiplied by the number of Areas in your Order. Fees are exclusive of VAT.

- **Monthly** — payable monthly in advance, by invoice and bank transfer or by card where AfterLife offers it. Either party may end a monthly subscription on 30 days' written notice.
- **Annually** — payable annually in advance. The annual fee is held for the whole of the Subscription Period paid for; AfterLife cannot increase it during that period. At each renewal the rate then published applies, 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.

The fee is a fixed charge for the Listing. It is not a commission, not a referral fee, and not contingent on the number or value of any Introduction, any advice given or any business written. It is the same whether or not any introduced family becomes your client.

Clause 05 Vetting

All applications are subject to vetting before activation. Vetting covers: identity and regulatory standing (Companies House status, FCA or SRA authorisation and permissions, professional body memberships); service standards (capacity, response times, out-of-hours cover where relevant); and geographic coverage (that you serve the Areas in your Order). AfterLife verifies regulatory standing at vetting and at each anniversary. 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 06 FCA-authorised Partners

6.1 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 its Category, must maintain that authorisation throughout the subscription, and must notify AfterLife within five working days of any change in regulatory standing.

6.2 Suitability and advice

AfterLife is not an FCA-authorised firm. It does not provide regulated advice, does not assess suitability and does not recommend specific products. 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 interests under its own FCA permissions.

6.3 Inducements

The subscription fee paid by an FCA-authorised Partner is a flat annual or monthly fee for the Listing. It is not a per-conversion fee, not a commission on business written, and does not vary with the volume or value of Introductions. The Partner pays the same whatever the outcome of any Introduction, and AfterLife is paid the same whichever adviser a family chooses. The fee reflects the cost of the listing and introduction service, not the value of any advice the Partner gives.

6.4 Disclosure to introduced families

AfterLife will tell each introduced family, at the point of Introduction: that the Partner is an FCA-authorised firm; that AfterLife has shown the family firms whose category and area fit the family's stated needs; that AfterLife receives a subscription from the Partner that does not depend on the family becoming a client; that AfterLife does not give regulated advice and does not endorse any product; and that the family is free to engage any FCA-authorised adviser of its choice. The Partner is responsible for its own disclosures, suitability assessments and Consumer Duty obligations from the point the family contacts it.

6.5 Consumer Duty

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

6.6 Pre-paid funeral plans

Pre-paid funeral plan providers are not eligible to subscribe under this agreement. They may be onboarded under a separate agreement reflecting the rules on funeral plan intermediaries, subject to compliance review; no date is promised.

Clause 07 Solicitor Partners

A solicitor Partner must hold and maintain authorisation from the Solicitors Regulation Authority and notify AfterLife within five working days of any change in its standing. The subscription is a flat fee for the Listing and is not contingent on any instruction; AfterLife receives no share of any fee the Partner charges a family. The Partner is responsible for its own client-care and referral-disclosure obligations under its regulator's rules from the point a family contacts it. Where AfterLife's own probate management service introduces a family to a solicitor Partner, the Partner's fee is agreed with the family separately and disclosed to them.

Clause 08 Your obligations

- Hold and maintain the registration, accreditation and regulatory 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.
- Give truthful and accurate information during vetting and onboarding, and inform AfterLife promptly of any material change (loss of authorisation, change of ownership, capacity constraints).
- Comply with applicable law, including data protection law (UK GDPR and the Data Protection Act 2018), in your dealings with introduced families.
- Update the status of each Introduction in the partner dashboard. AfterLife sees the status only, never your fee arrangements, client files or terms with the family.

Clause 09 AfterLife's obligations

- Operate the consumer marketplace in good faith and show your Listing to families whose stated needs fit your Category and Areas.

- Hold an annual subscriber's fee for the Subscription Period paid for, with no mid-period increase.
- Operate the partner dashboard.
- Handle introduced families' data lawfully, passing a family's details to you only with that family's consent.

Clause 10 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 preceding 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 11 Term, termination and general

This agreement begins on the date your Listing is activated after vetting and continues until ended by either party. A monthly subscription may be ended by either party on 30 days' written notice. An annual subscription runs to the end of the Subscription Period paid for; either party may choose not to renew by giving 30 days' written notice before the renewal date. Either party may end this agreement immediately for a material breach that is not put right within 30 days of written notice. When the agreement ends, your Listing is removed within 14 days.

This agreement, with the application and Schedule A, is the entire agreement between the parties and supersedes all prior understandings, representations or agreements, whether oral or written. 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 or obligations 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, save that Schedule A prevails for the Partner named in it.

Clause 12 Acceptance

This agreement is entered into electronically. By ticking the acceptance box and submitting the regulated-firm 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 and Schedule A. AfterLife accepts the Partner on activation of the Listing after successful vetting, at which point this agreement takes effect. AfterLife records the date, time and version of the agreement accepted.

AfterLife Technologies Ltd

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