

Agency application and Terms of Business form

Thank you for requesting to submit business to Lincoln. Before we can accept new business we need to set up an Agency Agreement with your firm.

How to apply:

- Please ensure you have read, understood and agreed to the Terms of Business.
- Please complete this application form and sign the declaration to confirm that you agree to the Terms of Business. Please ensure you retain a copy of the Terms of Business for your own records.
- Send the completed form with the Terms of Business attached (for our records) to us at: **Lincoln Financial Group, PO Box 2139, Gloucester, GL4 3WJ**
- We will write to you once the agency is established and to confirm your agency number.

For further information or assistance when completing this form, please call us on **0845 642 22 22**.

Please note:

New advisers: If you haven't done business with us before, we require only one form completed for each new firm or network (e.g. one Agency for each FSA Firm Reference Number).

Existing advisers: If you have an existing agency agreement with us for Financial Foundations or the Lincoln Investment Bond and are now also wishing to conduct *Lincoln i2Live* or other Lincoln business, an additional agency agreement is required so please complete this form.

Using your details:

The details you provide will form the basis of your agency record. In order to assess your application we may disclose details in order to conduct appropriate background checks. These checks may be with the FSA and/or credit agencies.

The information on this form and any subsequent information you provide will be used by us to:

- administer your clients' policies
- administer and manage our relationship with you and your clients
- prevent fraud
- comply with regulatory purposes (which may include the disclosure of your information to regulators)

We may also use your information to tell you about other products and services that may interest you and your clients. Lincoln may contact you by mail, telephone or email. If you would like to receive such information by email please tick the box . If you would like to receive information via post or phone, please tick the box .

1. Your details

Name of person completing form	<input type="text"/>		
Position in firm	<input type="text"/>		
FSA Individual Registration Number (IRN)	<input type="text"/>		
Telephone number	<input type="text"/>	Fax number	<input type="text"/>
Email address	<input type="text"/>		

2. Your firm/network

Name	<input type="text"/>		
Trading name	<input type="text"/>		
Head office contact	<input type="text"/>		
Address line 1	<input type="text"/>		
Address line 2	<input type="text"/>		
Address line 3	<input type="text"/>		
Town/City	<input type="text"/>	Postcode	<input type="text"/>
FSA Firm Registration Number (FRN)	<input type="text"/>		



Continued

If you are a directly regulated firm, do you purchase services from a service provider?

Yes No

If 'yes', please state the name of the network or service provider

Please give details of association or services purchased

3. Lincoln products

Please indicate the Lincoln products/areas you expect to deal in (tick all that apply).

Pensions

Lincoln i2Live (personal pension/USP/flexible annuity)

Life

Financial Foundations (reviewable whole of life)

Lincoln Investment Bond (unit linked bond)

Investments

Unit Trusts

You must have the appropriate FSA permissions to sell these products

4. Crediting of commission

Direct crediting

Please arrange for commission payments to be credited directly to the account below:

Name of bank

Address line 1

Address line 2

Town

Postcode

Name of account to be credited (must be in name of authorised firm)

Bank account number

Sort code

Name of account signatory

Position

5. Declaration

I confirm that I am a FSA registered individual and I am duly authorised to sign on behalf of the firm. I have read, understood and agree to be bound by Lincoln's Terms of Business.

Signature

Date

For internal use only

Lincoln Financial Group
agency number

Approved by

Issued by Lincoln Assurance Limited, incorporated in England registration number 830572, registered office Barnett Way, Barnwood, Gloucester GL4 3RZ. Telephone 01452 374 500, Fax 01452 634 300, www.lincolnuk.co.uk. Lincoln Assurance Limited is authorised and regulated by the Financial Services Authority and is a member of the Lincoln Financial Group. Member of the Association of British Insurers. Any information offered will relate to the life assurance, pension and unit trust products of the Lincoln Financial Group. No personal financial advice or recommendations will be given. Calls may be monitored and recorded for security and training purposes.

Terms of Business

Regulating relations between Lincoln Assurance Limited/Lincoln Unit Trust Managers Limited and financial intermediaries

1. Scope

- 1.1 These Terms (see 'Definitions and interpretation' at end) set out the conditions on which the Company accepts business from the Intermediary with effect from the date on which these Terms are notified to the Intermediary and replace and supersede any and all previous agreements with the Company.
 - 1.2 The Company hereby gives notice that it intends to treat all clients as Retail Clients under FSA Conduct of Business Rule 3.7.3 (1) R. This does not mean they will necessarily become an eligible complainant under DISP (COBS 3.7.8 (G)).
 - 1.3 The Company reserves the right, at its discretion, not to accept business from the Intermediary. The Company will not accept business from the Intermediary if it ceases to be authorised.
 - 1.4 The Intermediary is the agent of the client in relation to all aspects of the business except insofar as is necessary to give effect to the personal responsibilities of the Intermediary to the Company as set out in these Terms.
- (i) if the ability of the Intermediary to carry on regulated activities for the purposes of the Financial Services and Markets Act 2000 is suspended; or
 - (ii) if the Company reasonably believes that the Intermediary is no longer the servicing agent of the client; or
 - (iii) if the Intermediary is in breach of these Terms and, in the case of a breach that is capable of remedy, the Intermediary fails to remedy it within 28 days of notice from the Company specifying the breach and requiring it to be remedied within that period; or
 - (iv) if the agreement constituted by these Terms is terminated by either party.

Indemnity

- 1.5 The Intermediary will indemnify the Company against any losses, costs, expenses, damages, liabilities, actions, proceedings, claims and demands sustained by the Company as a result of:
 - (i) the introduction of business beyond the Intermediary's authorisation or the incorrect provision to the Company of information required by clause 3.3;
 - (ii) any failure by the Intermediary to comply with the provisions of the Financial Services and Markets Act 2000 and any regulations made there under, including the applicable rules of the Financial Services Authority;
 - (iii) any failure by the Intermediary to comply with the provisions of the latest Money Laundering Regulations and Guidance in force;
 - (iv) any failure by the Intermediary to comply with the provisions of current data protection legislation and with the general requirement for client confidentiality;
 - (v) any breach by the Intermediary of these Terms including any failure to provide promptly and accurately the information required pursuant to these Terms;
 - (vi) any negligence, wilful default, fraud or other breach of duty on the part of the Intermediary.
 - 1.6 The Intermediary agrees to conduct all business ethically and with the utmost integrity and in good faith at all times, in compliance with the FSA Principles.
 - 1.7 The Intermediary confirms that it will not use the services of any person acting in breach of section 19 of the Financial Services and Markets Act 2000 (or similar provisions in any other EEA state) in relation to business referred to the Company under these Terms.
 - 1.8 The Intermediary confirms that it will only introduce business to the Company where it has the required FSA authorisation, the appropriate qualifications and the relevant competence to advise on and sell the category of product applied for.
 - 1.9 The Intermediary shall verify the identity of its clients and maintain identification records with sufficient supporting evidence in accordance with the latest Money Laundering Regulations and Guidance in force. At the Company's request, the Intermediary will provide the Company with full records of the confirmation of verification of identity together with the supporting evidence.
- 2.5 If the Intermediary is or at any time has been a member of a Network, then unless otherwise agreed:
 - (i) initial commission earned on business written while the Intermediary is a member of the Network will be paid to the Network and any trail commission on that business will be paid to the Network, even if the Intermediary subsequently leaves the Network; and
 - (ii) Initial commission earned on business written before the Intermediary joins the Network, or after the Intermediary leaves the Network, will be paid to the Intermediary and any trail commission on that business will also be paid to the Intermediary.
 - 2.6 These Terms apply in relation to any commission that the Company agrees to pay to the Intermediary on business submitted to the Company by another financial intermediary, where that other financial intermediary has relinquished its right to the commission in favour of the Intermediary.
 - 2.7 The Company's statement(s) of account (which may be contained in writing, disk, tape, direct online communication to computer terminal or any other method of communication agreed between the Company and the Intermediary) shall be the conclusive record of commission due to the Intermediary, save in the case of manifest error or omission.
 - 2.8 Subject to any specific terms and conditions relating to any product and save as set out below, the Company will pay initial commission to the Intermediary, as from the date on which these Terms are notified to the adviser, within 21 Business Days of the day on which the business is accepted and cleared funds are received by the Company in respect thereof. The Company will pay trail or renewal commission (if any) as appropriate under any product terms and conditions. The Company may defer payment of commission until such minimum amounts as may be prescribed by the Company from time to time are due and payable to the Intermediary.
 - 2.9 Commission shall only be payable to one financial intermediary in respect of any business accepted and issued by the Company. If two or more financial intermediaries claim commission relating to any business, the Company shall have absolute discretion to determine which financial intermediary is or should be recognised by the client as his agent.
 - 2.10 If a client of an Intermediary exercises any right of "cooling off" or cancellation, no commission will be payable to the Intermediary in respect of such business and any commission already paid shall be repaid to the Company by the Intermediary within 14 days of receiving notice in writing from the Company.
 - 2.11 If an investment or premiums are refunded to the client, as a result of a complaint or otherwise, no commission shall be payable to the Intermediary in respect of that business and any commission already paid shall be repaid to the Company by the Intermediary within 14 days of receiving notice in writing from the Company.

2. Commission

- 2.1 All matters relating to the payment of commission by the Company to the Intermediary shall (where relevant) be in accordance with the commission rules of the FSA including Conduct of Business Obligations (COBS 2).
- 2.2 Subject to clauses 2.4, 2.5 and 2.9 below, the Company will credit or pay commission on all business submitted to the Company by the Intermediary and accepted and issued by the Company, except where the Intermediary confirms in writing to the Company that it does not wish to receive commission.
- 2.3 Save as set out below, the basis on which commission is payable on each contract or product of the Company will be as individually notified to the Intermediary. The Company may amend the basis on which commission is payable by notice in writing to the Intermediary at any time with immediate effect, provided that commissions on business in force at the time when the notice is given will not be affected.
- 2.4 The Company reserves the right to cease paying commission:
 - (i) If a contract or product lapses, is made paid up or is terminated because of an unpaid contribution, any commission relating to the period after that contribution became due must be repaid to the Company. The amount to be repaid will be calculated at the same discount rate as was used to calculate the original commission paid.
 - (ii) Any commission repayment becomes due when the Company gives notice to the Intermediary that the contribution has not been paid. The Company will give notice as soon as reasonably practicable after realising that a contribution has not been paid.
 - (iii) Unless the commission is repaid within three months of notice being given, the Intermediary must pay interest on it at the rate prescribed by the Company from time to time (as at the date of repayment). Currently this is the HSBC base rate plus 4% pa.
 - (iv) If the Intermediary fails to repay any commission due at any time and that amount remains outstanding for 4 months after the date

on which the Company gives notice under clause 2.12, the Company shall give notice of that failure to the FSA. Where the outstanding amount is less than £1,000, the Company may at its discretion not notify the FSA.

Set off

2.13 All or any sums of money due to be paid or repaid by the Intermediary to the Company under these Terms or otherwise, including without limitation any sums due to be repaid by the Intermediary as a result of the exercise by its client of the right of cancellation, may be deducted by the Company from any other amounts of commission due from it to the Intermediary. Such sums due to be paid or repaid by the Intermediary to the Company shall include sums due to be paid or repaid under any agreement which was superseded by these Terms. To avoid any doubt, amounts due to Lincoln Assurance Limited may be set off under this clause against amounts due from Lincoln Unit Trust Managers Limited, and vice versa.

2.14 All commission payments will be made directly into the Intermediary's nominated bank or building society account. To facilitate payment of commission by direct credit transfer, the Intermediary shall provide full banking details.

3. Documentation

3.1 The Intermediary must pass on immediately, without amendment, any documentation which is either supplied by the Company for the benefit of or for completion by the client, or provided by the client in relation to the contract.

3.2 The Company reserves the right to send communications direct to the client. Such communications will not be for the purposes of marketing any of the Company's products without the client's consent.

3.3 The Intermediary must show its FSA reference number on each investment contract proposal submitted to the Company.

3.4 Any books, documents, computer software and hardware belonging to the Company and in the possession of the Intermediary must at all times be available to the Company for inspection and be returned to the Company by the Intermediary on demand.

3.5 The Company shall not be obliged to waive any deadline for the receipt of any applications for any business. The Company may in its absolute discretion reject any application for business which is incomplete or which has been completed incorrectly.

4. Payments through the Intermediary

4.1 If the Intermediary undertakes to the client to pass monies to the Company, he must do so promptly and without deduction.

4.2 The Company does not accept cash as payment for premiums or investments.

5. Variation

The Company reserves the right to vary these Terms, subject to one month's notice being given to the Intermediary, except in circumstances where changes in UK legislation or any requirements of the FSA are required to take effect earlier than this date, in which event the Company will give as much notice of the variation as is reasonably practicable and the variation may take effect immediately. Any such variation will not affect contracts in force or proposals for contracts received by the Company before the variation of contract takes effect.

6. Termination

6.1 The Intermediary may terminate the agreement constituted by these Terms at any time by notice in writing to the Company with immediate effect.

6.2 The Company may terminate the agreement constituted by these Terms at any time by notice in writing to the Intermediary with immediate effect if:

- (i) the Intermediary is in breach of these Terms and, in the case of a breach that is capable of remedy, the Intermediary fails to remedy it within 28 days of notice from the Company specifying the breach and requiring it to be remedied within that period; or
- (ii) the Intermediary or its principal or any of its directors or partners is charged with or convicted of an offence involving fraud or other dishonesty; or
- (iii) the Intermediary or its principal or any of its directors or partners enters into a voluntary arrangement with creditors or commences or has bankruptcy or liquidation proceedings instituted against them, or has a receiver appointed over their assets; or
- (iv) the Intermediary ceases to be an Authorised Person.

6.3 The Intermediary will notify the Company in writing without delay if:

- (i) there are any material changes in its legal constitution; or
- (ii) there is any change in the scope of the Intermediary's authorised business which may affect the business conducted under these Terms; or
- (iii) The Intermediary is suspended from conducting business by the FSA; or
- (iv) The Intermediary transfers his business and assets to another person, firm or company; or
- (v) Any of the events in clause 6.2 occurs.

6.4 Termination of the agreement constituted by these Terms will be without prejudice to any accrued rights and obligations of the parties and to clauses 1.5 and 2.12 and any other provisions of these Terms that are expressly or by necessary implication intended to survive termination. Any pending applications will be completed in the same way as if these Terms were still in force.

7. Data protection

7.1 The Intermediary gives its consent for information about the Intermediary and its affairs to be used by the Company for the purpose of administering the Intermediary's account with the Company and marketing the Company's products to the Intermediary.

7.2 For the purpose of the Company's business the Company reserves the right to register with a Credit Reference Agency, Closed User Group or Computer Bureau information which the Intermediary provides and any other information about the conduct of the Intermediary's account.

8. Miscellaneous

8.1 Notices under this agreement may be given by the Intermediary or the Company serving written notice on the other at their principal place of business (or such other address as either party may intimate to the other). Notice shall be deemed to be served 48 hours after being sent by first class pre-paid post or, where delivered in person, on delivery. For this purpose, the principal place of business of the Company is at Barnett Way, Barnwood, Gloucester, GL4 3RZ.

8.2 In no event shall any delay, failure or omission on the part of the Company in enforcing, exercising or pursuing any right, power, privilege, claim or remedy which is conferred by these Terms or arises hereunder be deemed to be or construed as a waiver thereof, or of any other such right, power, privilege, claim or remedy in any other instance at any time or times thereafter.

8.3 These Terms shall be governed by and construed in accordance with the laws of England and Wales.

9. Definitions and interpretation

Unless the context otherwise requires:

"Authorised Person" has the meaning given to it in the FSA Handbook of Rules and Guidance.

"Business Day" means a day on which the Company is open for business.

"FSA" means the Financial Services Authority.

"Indemnity Terms" means the credit or payment of commission on terms which represent the advance payment of commission on future business under an investment contract or product.

"Intermediary" means any person, firm or company authorised to carry out permitted activities by the FSA.

"Money Laundering Regulations and Guidance" means the Money Laundering Regulations 2007, the Joint Money Laundering Steering Group guidance, any subsequent replacement or amending legislation, regulation or guidance, and any related requirements of the Company from time to time notified to the Intermediary.

"Network" has the meaning given to it in the FSA Handbook of Rules and Guidance.

"Terms" means these terms and conditions.

"The Company" means either or both of Lincoln Assurance Limited or Lincoln Unit Trust Managers Limited, as the context permits.

In these Terms, the masculine shall include the feminine, the singular the plural and vice versa where the context so permits. References to any statute or any section of any statute include any statutory amendment, modification or re-enactment and instruments and regulations under it in force from time to time. References to any rules, regulations, codes of practice or guidance include any amendments or revisions from time to time.