

1. Application

1.1 These Conditions set out the conditions upon which La Mondiale Europartner SA ('La Mondiale Europartner') will accept business from Intermediaries. For this purpose 'business' includes all life assurance and pension products and services offered by La Mondiale Europartner at any time.

1.2 The Intermediary undertakes that no business shall be placed by the Intermediary unless the Intermediary is authorised pursuant to the United Kingdom Financial Services Act 1986. If so requested by La Mondiale Europartner at any time, the Intermediary will confirm details of his/her authorisation. In all dealings with clients in respect of such business, the Intermediary will comply with such of the Rules to which the Intermediary is subject.

1.3 The Intermediary is the agent of the Intermediary's client and not of La Mondiale Europartner in relation to all aspects of any business placed or serviced. This does not detract from the obligations of La Mondiale Europartner and the Intermediary to each other assumed in terms of these Conditions.

1.4 The power to enter into contracts, and to vary the terms of such contracts, with the Intermediary and the Intermediary's client shall under no circumstances be delegated by La Mondiale Europartner to any third party and, as such, no third party shall have the contractual capacity to bind La Mondiale Europartner.

1.5 La Mondiale Europartner reserves the right, at its discretion, not to accept business from any Intermediary.

1.6 La Mondiale Europartner will only accept business on the basis that these Conditions of Business are applicable and, subject to 4 below, any purported addition or variation therefrom shall have no effect.

2. Commission

2.1 All matters relating to commission payable or provided by La Mondiale Europartner to the Intermediary shall be governed by the Rules of the FSA.

2.2 La Mondiale Europartner will credit or pay commission on all business submitted to La Mondiale Europartner by the Intermediary and accepted by La Mondiale Europartner. La Mondiale Europartner may publish detailed Commission Terms at any time which will apply to all business placed after publication. The Intermediary will at the time of submitting an item of business, advise La Mondiale Europartner of the basis on which it requires commission to be paid for that item of business.

2.3 If the Intermediary ceases to be authorised pursuant to the Financial Services Act and able to give independent investment advice, or if the Intermediary or the client confirms to La Mondiale Europartner that the Intermediary has ceased to be the agent of the client, La Mondiale Europartner reserves the right to cease paying any relevant renewal commission. La Mondiale Europartner will, however, in these circumstances continue to pay the balance of initial commission then outstanding.

2.4 If a client exercises the right to cancel any contract in terms

of The Financial Services (Cancellation) Rules 1994 or any other statutory or contractual right, no commission shall be payable to the Intermediary in respect of such business and any commission already paid shall forthwith be repaid to La Mondiale Europartner.

2.5 Commission will be paid to the Intermediary at such intervals as La Mondiale Europartner may agree and generally not less frequently than monthly. If the amount of commission payable at any time is less than £20 sterling, or equivalent sum in the event that commission is being paid in another currency, the sum may be retained until the total commission payable exceeds that figure.

3. Documentation

The Intermediary is required to pass on immediately any renewal or other contractual documentation which is supplied by La Mondiale Europartner for information or notification to the client or for completion by the client. Unless otherwise confirmed in writing by the Intermediary, La Mondiale Europartner will be entitled to assume that the Intermediary is and remains duly authorised.

4. Variation

La Mondiale Europartner reserves the right to vary the terms contained in these Conditions subject to one month's notice being given to the Intermediary. Such notice may be dispensed with only in circumstances where variation must take effect earlier than that date to accord with any legislation (including delegated legislation and statutory instruments). Such variation will not affect business placed with La Mondiale Europartner before the variation to the Conditions is to take effect.

5. Money Laundering

5.1 In connection with all transactions with La Mondiale Europartner, the Intermediary gives an assurance that evidence of the identity of all applicants for business introduced by him/her will have been obtained and recorded, and such records will be preserved under procedures maintained by the Intermediary in accordance with or pursuant to the UK Money Laundering Regulations 1993 and any other rule of law applicable to the Intermediary.

5.2 La Mondiale Europartner will, on request by the Intermediary, inform him/her what it considers, from time to time, to be acceptable evidence of identity.

5.3 The Intermediary will in addition to the above requirements, if so requested in a particular case or generally, supply to La Mondiale Europartner such verification data with regard to the identity of any applicant for business, as La Mondiale Europartner may consider necessary to meet La Mondiale Europartner's obligations arising from the implementation of the EC Money Laundering Directive in Luxembourg.

6. Service of Documents

6.1 Any letter or other document shall be deemed to have been served upon the Intermediary if it is sent by post or left at the ad-

dress of the Intermediary from which the Intermediary last informed La Mondiale Europartner, in writing, that he/she was trading or at his/her Registered Office (if appropriate).

6.2 Any letter or document sent by post shall be deemed to have been served on the fifth business day following that on which it is posted and service shall be sufficiently proved if there is evidence that the envelope containing the letter or document was properly addressed, stamped and posted.

7. Confidentiality

7.1 The Intermediary acknowledges that La Mondiale Europartner, as a Luxembourg insurance undertaking, must comply with strict professional secrecy rules forbidding any dissemination of information entrusted by clients to any third parties and that failure to comply with these secrecy rules may be punished by imprisonment and fines.

7.2 The Intermediary therefore commits him/herself to abide by the above secrecy rules and will not reveal the identity of clients, nor any information entrusted by them during the performance of its duties to any third parties, unless required or authorised by law to do so.

7.3 In case of any failure to comply with the above secrecy rules by the Intermediary, it will be considered by La Mondiale Europartner in breach of these Conditions unless revelation is required or authorised by law.

7.4 The Intermediary agrees to indemnify and hold harmless La Mondiale Europartner in case of any failure to comply with the above secrecy rules due to the fault of the Intermediary, unless revelation is required or authorised by law.

8. Law and Jurisdiction

8.1 These Conditions shall be governed and construed in accordance with the law of the Grand Duchy of Luxembourg.

8.2 The Intermediary and La Mondiale Europartner hereby submit to the non-exclusive jurisdiction of the courts of law of the Grand Duchy of Luxembourg in respect of all matters covered in these Conditions.

9. Declaration

9.1 The Intermediary agrees to be bound by these Standard Conditions of Business (UK) and La Mondiale Europartner accepts the Intermediary's agency application. These Standard Conditions of Business (UK) have been executed in two counterparts, one to be retained by the Intermediary and the other by La Mondiale Europartner S.A.

Signed
Director/Partner/Sole Trader (Delete as appropriate)

.....
Full Name of 'Intermediary' Firm

..... / /
Date

Signed
Director - La Mondiale Europartner S.A.

..... / /
Date

1. Applicant

I/We (Full name of legal entity which is applying for agency)

Address@

Postcode

Telephone Number

Fax Number

Website Address

E-mail

Apply to La Mondiale Europartner for an agency

2. Legal Status of Applicant

Limited Company Registration Number

Partnership Sole Trader

Other (please specify)

3. Directors' / Partners' details

Please state the full names and home addresses of all (or if there are more than three, then three) Directors / Partners of the company / firm. (If you are a Sole Trader, please state your full name and home address.)

(i) Title

Forename(s) : Mr/Mrs/Miss/Ms/Other

Surname

Address

Postcode

(ii) Title

Forename(s) : Mr/Mrs/Miss/Ms/Other

Surname

Address

Postcode

(iii) Title

Forename(s) : Mr/Mrs/Miss/Ms/Other

Surname

Address

Postcode

4. Bankruptcy / Liquidation

Has the Applicant or any of its Directors / Partners ever been made personally bankrupt, entered into a compromise agreement with creditors or been a Director or shareholder of a company which has gone into insolvent liquidation ?

Yes No

If 'Yes', please give full details below :

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5. County Court Judgements / Sheriff Court Decrees

Does the Applicant or any of its Directors / Partners have any unsatisfied Country Court Judgements or Sheriff Court Decrees against it / them ?

Yes No

If 'Yes', please give full details below :

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6. Terms of Business

Has the Applicant, or have any of its current Directors / Partners been a Sole Trader, Director or Partner of a firm, which has had a Terms of Business or Agency Appointment withdrawn ?

Yes No

If 'Yes', please give full details below :

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7. Commission

Please state currency in which commission is to be paid

£ Sterling Other

Bank Name :

Address :

Post Code :

Account Name :

Account Number :

Bank Sort Code :

8. Miscellaneous

(i) Authorisation Body :

(ii) FSA Registration N° :

(iii) Trading Name :

(iv) date of Commencement of Trade :

(v) Registered Office (if different than in 1. above) :

Post Code :

(vi) If you have an Appointed Representative, please state full name and address of the entity with which you have a section 44 agreement :

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9. Declaration

The Applicant agrees to be bound by the Standard Conditions of Business (UK) of La Mondiale Europartner S.A.

The Applicant acknowledges that he has been introduced to La Mondiale Europartner by TOBCo Limited and authorises La Mondiale Europartner to give to this company any information about the normal course of business.

Date :

Signed :

Director / Partner / Sole Trader (Delete as appropriate)

For La Mondiale Europartner use only

1. Agent Data N° :

2. Comments :

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Send completed form to : La Mondiale Europartner B.P. 2122 L-1021 Luxembourg

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