



RETIREMENT QUALITY MARK

TERMS AND CONDITIONS (T&C)

1. Definitions

Application Form: The application form provided on the Website, as completed and submitted by You.

Brand Guidelines: Our guidelines for use of the Retirement Quality Mark as published on our Website and which may be varied by us from time to time.

Commencement Date: The date of the Covering Letter.

Covering Letter: The covering letter sent to you agreeing to license the Retirement Quality Mark to You in accordance with these terms and conditions.

Fees: The assessment fee, licence fees and any reassessment fees payable for the licence of the Retirement Quality Mark, as published on our Website.

Retirement Quality Mark: The Trade Mark.

Regulator: The Pensions Regulator, The Financial Conduct Authority, Her Majesty's Revenue and Customs or any other regulatory authority.

Renewal Date: The first of the month following the anniversary of the Commencement Date in each year.

Retirement Product: The product for which the licence is applied for.

Standards: The criteria for the Retirement Scheme as varied by us from time to time and published on the Website and communicated to you in our newsletter.

Territory: The United Kingdom of Great Britain and Northern Ireland.

Trade Mark: The unregistered mark, The Retirement Quality Mark, which is to be used as set out in the Brand Guidelines.

Us and We: Pension Quality Mark Limited, Company Number: 6917325
Registered Office: Cheapside House, 138 Cheapside, London, EC2V 6AE.

Website: www.retirementqualitymark.org.uk.

You: The Licensee of the Retirement Quality Mark.

2. Commencement and Duration

These T&C will come into force on the Commencement Date and, subject to earlier termination, will continue in force until the Renewal Date, subject to your compliance with the Standards and payment of the Fees.

3. Licence

Based on your responses in the Application Form and payment of the Fees, we grant you a non-exclusive licence to use the Retirement Quality Mark in the Territory in connection with the Retirement Scheme, subject to the provisions of these T&C.

4. Your Obligations

- 4.1 You must abide by the Standards and the Brand Guidelines at all times.
- 4.2 You must advise us immediately in writing if there is a material adverse change to any of the material contained in the Application Form which results in the Retirement Scheme no longer meeting the Standards.
- 4.3 You must immediately advise us in writing if you are involved with a Regulator in any matter that might affect your compliance with the Standards.
- 4.4 You must allow us access to your records that support statements made in your Application Form at any reasonable time so that We may verify whether or not your Retirement Product meets the Standards. Any records containing confidential or personal data can be anonymised by You and We will not require sight of records relating to individual members.
- 4.5 You must ensure that the Retirement Scheme which utilises the Retirement Quality Mark complies with all applicable laws and regulations of competent authorities in the Territory.
- 4.6 Where you wish to renew your Retirement Quality Mark accreditation with Us, You will recertify annually on the Website that the information in your Application Form remains accurate or make any amendments necessary and confirm that your Retirement Product continues to comply with the Standards.
- 4.7 You recognise and agree that we own the Retirement Quality Mark and all goodwill that You may create in it will also belong to Us. We may, at any time, call for a document confirming the assignment of that goodwill and You shall immediately execute it.
- 4.8 You can use the Retirement Quality Mark but you cannot allow anyone else to use it.
- 4.9 You must not do anything to damage our rights in the Retirement Quality Mark.

- 4.10 You must ensure that the Retirement Quality Mark is only used in conjunction with the relevant disclaimers, as may be notified to You from time to time.
- 4.11 You undertake to pay us the Fees in accordance with clause 5 below.

5. Fees

Fees are subject to annual increases at the Renewal Date in line with movements in the all items Retail Price Index or as otherwise determined by us from time to time. All Fees are subject to VAT, are non-refundable and other than the application fee are payable within 30 days of the invoice date. If any Fees are paid late, we will be entitled to terminate the licence immediately.

6. Indemnity

You must indemnify us against all claims, losses, costs, liabilities and expenses (including legal expenses) that we incur as a result of your breach of clause 4 (Your Obligations) and clause 9 (Confidentiality) of this Agreement.

7. Termination

- 7.1 We may terminate this licence immediately by giving written notice to you if:
- 7.1.1 you commit any material breach of it or you commit a non material breach and we give notice to you to remedy the breach and you fail to do so within 14 days; or
 - 7.1.2 in our sole opinion you or your sponsoring employer become or are likely to become insolvent; or
 - 7.1.3 you suffer a change of control which, in our sole opinion materially affects your ability to carry out your obligations under this licence; or
 - 7.1.4 you are subject to any adverse criticism from a Regulator; or
 - 7.1.5 the Retirement Scheme no longer complies with the Standards.
- 7.2 We may terminate this licence at any time by giving three months' written notice ending on the next Renewal Date, without having to give any reason.
- 7.3 In the event of the licence being terminated we shall be under no obligation to refund any of the Fees paid.

8. Variation

No variation of this licence will be effective unless it is in writing and signed by each of us, unless it is a variation by us of the Standards, Brand Guidelines or the Fees for which reasonable notice will be given.

7. Confidentiality

We are permitted to include your name in any published lists of those who hold the Retirement Quality Mark. All other information exchanged as a result of this licence shall remain confidential between the parties unless it is already in the public domain or is required to be disclosed pursuant to law or regulation.

8. Governing law and jurisdiction

This licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation will be governed by the law of England and Wales. Each party agrees that the courts of England and Wales shall have exclusive jurisdiction.

Signed by Licensee in acceptance:

Name in capitals:

Name in capitals:

for and on behalf of

Name of Licensee (trust-based retirement product or sponsoring employer)

Date: -----