

## **Risk Assessment Questionnaire - Sub-licensing Terms and Conditions**

The Client Risk Profiler tool (the "Tool") is made available to you by the Standard Life group by virtue of a licence agreement entered into by the Standard Life group ("us" - the terms "we" and "our" being interpreted accordingly) and the owner of the copyright and other intellectual property rights in the Tool, Oxford Risk Research and Analysis Ltd, 9400 Garsington Road , Oxford Business Park, Oxford, OX4 2HN (the "Licensor"). Your own access to and use of the Tool must be subject to certain terms and conditions that we, in terms of that licence agreement, are required to impose upon you. Accordingly, before being granted access to the Tool, you must read the terms and conditions set out below and formally accept them by clicking on the "I/We accept" button at the foot of this page.

### **Sub-licensing terms and conditions**

In addition to those provisions relating to your access to and use of software products and related documents, materials and other items made available to you by us in the course of your dealings with us set out in:

- a) our then current Terms of Business regulating relations between Standard Life and Intermediaries; and
- b) our then current terms and conditions governing the access by Intermediaries to our "brokerzone" website;

your use of the "Tool" will be subject to the following additional sub-licensing terms and conditions:

### **1. Licensor's Rights**

- 1.1. In granting this sub-licence to you, we are not acting as agent for, and nor are we in partnership with, the Licensor. The Licensor is a "third party" within the meaning of the Contracts (Rights of Third Parties) Act 1999.
- 1.2. Nothing in these terms and conditions will exclude or restrict the Licensor's liability to you for fraud, or for death or personal injury caused by its negligence.
- 1.3. Subject to paragraph 1.2, the Licensor will have no liability to you:
  - 1.3.1. whether in tort (including negligence) or otherwise, in respect of your use of the Tool; or
  - 1.3.2. for any indirect or consequential losses (including claims against you by third parties, claims for loss of profit or loss of revenue, savings, investments or interest on monies, anticipated or actual) arising in connection with your use of the Tool.
- 1.4. Any grievance you have in relation to your access to and use of the Tool and related documentation must be referred to us. You acknowledge that the limitation on the Licensor's liability set out in paragraph 1.3 is reasonable.
- 1.5. To the extent that rights are given to the Licensor in terms of this sub-licence, such rights may not be revoked or varied without the Licensor's prior written consent.
- 1.6. The Licensor is entitled to directly affirm and enforce any rights given to it in terms of this sub-licence, as if it were a party to this sub-licence.
- 1.7. Nothing in this sub-licence imposes any obligations upon the Licensor in relation to you or us.
- 1.8. Neither we nor the Licensor give any warranties in relation to the Tool, and all warranties, express or implied, statutory or otherwise, are hereby expressly excluded to the greatest extent permitted by applicable law.
- 1.9. Each time you access the Tool you agree that you will be bound by our then current terms. These terms may be varied from time to time and you agree that you are deemed to have notice of such variations by virtue of this paragraph and by the fact that each time you access the Tool you will have the opportunity to click on our current terms and read them.
- 1.9. You acknowledge and accept that we may provide personal data concerning you to the Licensor as part of and only to the extent of our obligation to provide to the Licensor at its request particulars of those to whom we have granted sub-licences to access and use the Tool. By accepting these terms and conditions, you will be deemed where necessary to have

consented to the provision of such personal data for such purposes.

## **2. Permitted Use**

- 2.1. You may use the Tool only on equipment used in the normal course of your business.
- 2.2. You may not translate or adapt the Tool for any purpose nor arrange or create derivative works based on the Tool.
- 2.3. You may not transfer or distribute (whether by licence, loan, rental, sale or otherwise) all or any part of the Tool to any other person.
- 2.4. You may not make for any purpose including (without limitation) for error correction, any alterations, modifications, additions or enhancements to the Tool nor, subject to paragraph 2.5, permit the whole or any part of the Tool to be combined with or become incorporated in any other software program, without our prior written consent.
- 2.5. You may not, nor permit others to, decompile, reverse-engineer or disassemble the Tool or any part, except to the extent permitted by law where this is indispensable to obtain the information necessary to achieve the interoperability of an independently created program with the Tool or with another software program and such information is not readily available from us or elsewhere.
- 2.6. You must use the Tool in a manner consistent with any binding rules, laws and regulations relating to financial services or otherwise. You acknowledge and agree that the Tool should only be used for the purposes of providing information to and guiding persons who are:
  - 2.6.1. resident and ordinarily resident in the Republic of Ireland for tax purposes;
  - 2.6.2. Irish domiciled for tax purposes; and
  - 2.6.3. subject to the legal system of the Republic of Ireland.
- 2.7. You acknowledge and agree that the Tool provides basic information and general strategic guidance only. No specific advice regarding investments and / or their providers are given by the Tool and you should always satisfy yourself that any actions you take or advise others to take in reliance on any of the information and guidance provided by the Tool is suitable in any particular case. The Tool provides strategies for long term investment projections of more than three years. It is not intended to be predictive of what will happen in the future, but rather to give a sensible range of possible outcomes. It is your responsibility to ensure that any individual for whom you use the Tool to provide financial advice or recommendations is given notice of the aforementioned limitations and to the extent that you fail to do so you agree to indemnify Standard Life and each member of the Standard Life group and the Licensor for any loss, damage, cost or expense which Standard Life or any member of the Standard Life group or the Licensor may suffer in connection with such failure or in connection with any claim against us or the Licensor by any third party whom you have advised.
- 2.8. You acknowledge that you are responsible for all acts and omissions of any person or organisation that accesses the Tool using your password whether with or without your authority to do so.

## **3. Extent of Permitted Reproduction**

- 3.1. You may make a back-up copy of the Tool insofar as the making of that copy is necessary for the use of the Tool permitted by this sub-licence. Such copy will be the property of the Licensor.
- 3.2. You may not make or permit others to make copies of any documentation provided to you relating to your use of the Tool without our prior written consent.
- 3.3. You must effect and maintain adequate security measures to safeguard the Tool from unauthorised access, use or copying.
- 3.4. You must keep accurate and up-to-date written records on your use, copying and disclosure of the Tool as we or the Licensor may from time to time reasonably require or, in the absence of any specific requirement by the Licensor, in accordance with good data processing practice. You must allow us or the Licensor, within a reasonable time of request, to inspect and take copies of such records from time to time.

## **4. Proprietary Rights**

- 4.1. You will not acquire any title, copyright or other proprietary rights in the Tool or in any copies of it.
- 4.2. You may not remove, suppress or modify in any way any proprietary marking, including any trade mark, copyright notice, warning, legal disclaimer, instruction or direction as to the use of the Tool, on or in the Tool or which is visible during its operation or which is in any related documentation. You must incorporate such proprietary markings in any back-up copies of the Tool made. It is your responsibility to ensure that any person to whom you provide advice or recommendations based on the use of the Tool is made aware of any warnings and disclaimers relevant to the use of the Tool and, where relevant, is provided with copies of documentation on

which such warnings and disclaimers are reproduced.

4.3. You must notify us immediately if you become aware of any unauthorised access to, or use or copying of, any part of the Tool by any person.

4.4. You must permit us or the Licensor to check your use of the Tool at all reasonable times. We or the Licensor may upon one week's prior written notice send a reasonable number of representatives to any of your premises to verify compliance with this sub-licence, and you irrevocably consent to such representatives entering any of your premises for this purpose.

## **5. Confidentiality**

5.1. You acknowledge that the Tool contains confidential information of the Licensor. You must treat as confidential and keep secret all information contained in or otherwise received from us or the Licensor in connection with the Tool (collectively referred to as "the Confidential Information") and will not use the same for purposes other than in relation to use of the Tool in accordance with this sub-licence.

5.2. You must not, without our prior written consent, communicate or disclose any part of the Confidential Information to any person except:

5.2.1. only on a need-to-know basis to those of your employees or sub-contractors who are directly involved in the use of the Tool;

5.2.2. your auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with your business.

5.3. You must ensure, prior to disclosure of any Confidential Information, that all persons and bodies mentioned in paragraph 5.2 are aware that the Confidential Information is confidential and that they owe a duty of confidence to the Licensor. Notwithstanding paragraph 6 below, you will indemnify the Licensor against any loss or damage which the Licensor sustains or incurs as a result of your failure to comply with such undertaking.

5.4. The provisions of paragraph 5 will not apply to any Confidential Information which:

5.4.1. is or becomes public knowledge other than as a result of your conduct or that of any of the persons or bodies mentioned in paragraph 5.2; or

5.4.2. is independently developed without access to or use of the Tool; or

5.4.3. is in your possession or that of any of the persons or bodies mentioned in paragraph 5.2, as evidenced by written records of that person or body, prior to receipt from us; or

5.4.4. is received bona fide by you or any of the persons or bodies mentioned in paragraph 5.2 free from an obligation of confidentiality from a third party not receiving the Confidential Information directly or indirectly from the Licensor.

## **6. Indemnity**

6.1. You acknowledge and accept that (without prejudice to any cause of action that the Licensor may have against you directly in terms of this sub-licence) we are fully responsible, pursuant to the terms of our agreement with the Licensor, to the Licensor for your acts and omissions in relation to your access to and use of the Tool. Accordingly, you will indemnify Standard Life and each member of the Standard Life group and hold us harmless against any and all losses, damages and expenses (including, but not limited to staff time and legal expenses) suffered or incurred by Standard Life or any member of the Standard Life group arising from: (i) any breach by you (or any of your employees or sub-contractors) of any of the terms of this sub-licence; or (ii) any other act or omission of you (or any of your employees or sub-contractors) done in the course of or connected with the use of the Tool.

## **7. Termination**

7.1. We may terminate this sub-licence, without cause, on immediate notice. For the avoidance of doubt, this sub-licence will automatically terminate in the event of the termination of our licence agreement with the Licensor.

7.2. On termination of this sub-licence, your authority to use the Tool will automatically cease. You must immediately stop using the Tool, and either return all copies (or partial copies) of it in your possession or control (or that of your employees or sub-contractors), or, if requested by us or the Licensor, delete, destroy or make permanently unusable the same.

## **8. Assignment**

8.1. You may not assign or otherwise transfer your rights or obligations under this sub-licence without our prior written consent.

## **9. Conflict**

9.1. Any terms defined in the Terms of Business regulating relations between Standard Life and Intermediaries shall apply, where appropriate, in the terms and conditions of this sub-licence. In the event of conflict between the terms and conditions of this sub-licence and, together, our then current Terms of Business regulating relations between Standard Life and Intermediaries and our then current terms and conditions governing the access by Intermediaries to our "brokerzone", the terms and conditions of this sub-licence will prevail.

#### **10. Third Party Rights**

10.1. Each member of the Standard Life group and the Licensor shall be entitled to recover any loss suffered by it and generally enforce the terms and conditions of this sub-licence in its own right in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

#### **11. Governing Law**

11.1. The terms and conditions of this sub-licence will be governed by the laws of England and Wales, and we and you both submit to the non-exclusive jurisdiction of the English courts.

#### **WARNING**

The price of securities, units, funds and the income derived from them can go down as well as up, with the result that investors may not get back sums that they have invested. Past performance of investments is not necessarily a guide to future performance. Where any information supplied under this sub-licence consists of pricing or performance data, the data contained therein has been obtained from sources believed to be reliable. Although carefully verified, the completeness and accuracy of data computations are not guaranteed by us.