Addendum to Terms and Conditions

Addendum to Terms and Conditions of Appointment ('T&Cs') as an Insurance Intermediary of Aviva Life & Pensions Ireland DAC (trading as Aviva Life & Pensions Ireland and Friends First) Registered Office: Building 12, Cherrywood Business Park, Loughlinstown, Co. Dublin, D18 W2P5., (hereinafter called 'Aviva' or "us or "the Company").

BACKGROUND

(A) This is an Addendum to the T&Cs, to apply whenever Aviva's Digital Signature Process is used by an Intermediary to submit business in respect of In-Scope Products.

(B) Under the Aviva Digital Signature Process, subject to any exclusions outlined herein, a Client may sign a completed Application form for In-Scope Products using a digital signature (or a mixture of a digital and handwritten signatures).

IT IS AGREED AS FOLLOWS:

1. Effect/Construction/Definitions

1.1 By using the Digital Signature Process the Intermediary agrees to the terms of this Addendum (including any amendments made to the T&Cs) and waives any notice requirement applying to such amendments under the T&Cs. Where the Intermediary utilises the Digital Signature Process, the T&Cs and this Addendum shall be read together. Other than in respect of engagement with the Aviva Digital Signature Process the T&Cs shall be read without reference to this Addendum.

1.2 Defined terms in the T&Cs apply in this Addendum.

1.3 Addendum Specific Definitions:

1.3.1 **"Advanced Electronic Signature"**, shall have the meaning assigned under the eIDAS Regulation;

1.3.2 "**Application**", refers to any application or claim form relating to an In-Scope Product;

1.3.2 "**Digital Signature Process"** refers to whenever Aviva agrees (subject to any exclusions outlined herein) to accept from a Client an Application for an In-Scope Product where a Client signs the Application by means of a digital signature (meeting the requirements of an Advanced Electronic Signature) instead of a handwritten signature. In other words, where a Client completes an Application for an In-Scope Product (in the same way as for the handwritten signature process) with the only difference being that the Client signs the Application by means of a digital signature (meeting the requirements of an Advanced Electronic Signature) instead of a handwritten signature;

1.3.3 **"eIDAS Regulation"** means Regulation (EU) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market (as amended or replaced from time to time); and

1.3.4 **"In-Scope Product"** means Aviva Executive Pension Plans; Aviva Personal Pension Plans; Aviva Retirement Bonds; Aviva Buy Out Bonds; Aviva Pension Transfer Plans; Aviva PRSAs; Aviva ARF/AMRFs; Aviva Annuities; Aviva Investment Bonds/Plans (excluding corporate applications); and Aviva Regular Savers/Savings Plans (excluding corporate applications).

2. Operational

2.1 Subject always to Applicable Laws and Regulations and the terms of this Addendum, a Client may avail of Aviva's Digital Signature Process for In-Scope Products. Any form of documentation excluded by law, including section 10 of the Electronic Commerce Act 2000 (as amended or replaced from time to time), shall not be available under this Digital Signature Process.

2.2 Where utilising the Digital Signature Process one fully completed Application form, containing all necessary signatures, must be submitted to us in line with existing Aviva processes. For the avoidance of doubt, if an Application for an In-Scope Product will contain both digital signature(s) (using Aviva's Digital Signature Process) and traditional handwritten signature(s) these must be captured on the same Application form.

2.3 When using the Digital Signature Process in respect of an In-Scope Product each Application submitted must also be accompanied by a copy of the Client(s) signature(s) taken from a passport or driver's licence. Aviva reserves the right, at any time, to request a similar signature sample from any other signatory to the particular Application form for an In-Scope Product.

3. Duties of Intermediary

3.1 The Intermediary shall comply with all processes, instructions and requirements of Aviva in respect of the Digital Signature Process and with other all reasonable relevant requirements notified to the Intermediary by Aviva from time to time.

3.2 When using the Digital Signature Process under this Addendum, and where a Client signs an Application for an In-Scope Product by means of a digital signature instead of a handwritten signature you undertake and warrant to Aviva as follows:

(a) The digital signature meets the requirements of an Advanced Electronic Signature.

(b) You will procure, maintain and store securely an accessible appropriate record (for dispute purposes) of the Advanced Electronic Signature and the certificate of completion for the period of the policy and thereafter for a period of 7 years after the policy has ended.

(c) You will provide access to the Company to that record on request by us for the Company to review for quality and for our verification and dispute purposes.

(d) You will procure to be fully licensed to use any and all software that is necessary for these purposes and that to the extent the Company requires to be so licenced in order to exercise its rights for these purposes, you will procure at your expense for the appropriate licences to be obtained.

3.3 The Intermediary acknowledges that it understands the Digital Signature Process including, without limitation, the limits and exclusions that apply and shall operate the Digital Signature Process within those limits and exclusions.

3.4 The Intermediary shall ensure that the Client understands that Aviva's processes may involve electronic means including, but not limited to, the capturing of signature(s) on an electronic device or the use of electronic signature and that Aviva's processes may also (even where commenced on-line) involve manual processes and/or require wet ink signing of documents at certain points.

3.5 The Intermediary shall ensure the Client fully understands the Aviva Digital Signature Process and to this end shall (without limitation) offer explanations to the Client and check that Client is comfortable with the process.

3.6 The Intermediary acknowledges that Aviva, at its sole discretion, reserves the right to refuse an Application made by way of the Digital Signature Process.

4 Termination

4.1 Aviva may terminate this Addendum on 20 Business Day's notice in writing to the Intermediary.

4.2 This Addendum shall automatically terminate with immediate effect:

4.2.1 in the event of any failure by the Intermediary to meet the requirements of the T&Cs and/or this Addendum; or

4.2.2 on termination or expiry of the T&Cs; or

4.2.3 in the event that Aviva is no longer able to offer the Digital Signature Process to the Intermediary.

5 Amendment

Notwithstanding the provisions of Clause 22.1 of the T&Cs, the parties agree that Aviva may amend the provisions set out in this Addendum by 5 Business Day's notice in writing to the Intermediary.

6. Governing Law

This Addendum shall be interpreted, construed and governed by Irish Law and the Parties shall submit to the exclusive jurisdiction of the Irish Courts.