

INTERMEDIARY TERMS OF BUSINESS AGREEMENT

UPDATED 25TH MAY 2018

BACKGROUND:

- (A) Uinsure is an FCA authorised firm that designs and distributes general insurance Products from a panel of Insurers. Such Products may be branded as Products of Uinsure but will always be underwritten by independent insurance companies;
- (B) You are an Authorised Firm whom wishes to access Uinsure's System and offer Uinsure's Products to Your Customers; and
- (C) This Agreement sets out the terms and conditions on which Uinsure will accept business from You on or after the 25th May 2018 and which governs the relationship between Uinsure and You (together the "Parties").

IT IS AGREED:

1. DEFINITIONS

- 1.1 In this Agreement the following terms shall have the meanings listed below unless the context requires otherwise:

"Agreement" means these Intermediary Terms of Business Agreement and the attached schedules, and the same as are amended from time to time;

"API" means the application program interface made available by Uinsure and accessible at <https://api.uinsure.co.uk> which (subject to the explicit prior approval of Uinsure) allows You and/or Your Financial Advisers to access the Rating Engine through direct integration between any CRM, computer software or program utilised by You and/or Your Financial Advisers in order to obtain a quotation for a Product for a Customer, or submit a Referral;

"Appointed Representative" shall have the meaning set out in the FCA Rules.

"Authorised Firm" means a firm authorised by the FCA to conduct the regulated activities required by this Agreement in accordance with Part IV of FSMA;

"Codes" means the codes of practice, rules and any guidance notes issued by the Association of British Insurers or the FCA and all other binding rules, codes, statutes, statutory instruments, orders and regulations

(whether or not having the force of law) to which the Parties are subject in undertaking General Insurance Business;

"Commencement Date" means the date which your agency comes into force;

"Commission" means the commission which is due to You in respect of each sale of a Policy to a Customer concluded by You in accordance with the terms of this Agreement;

"Commission Rate" means the percentage of the annual Net Premium that will form the Commission;

"Commission Statement" means the monthly statement to be provided in accordance with Clause 8.11 detailing the commission in respect of policies sold, renewed, cancelled having taken account of any Premium Adjustments. The statement will also include any claw back of Commission in respect of cancellations and refunds;

"Competent Authority" means any national or local agency, authority, department, inspectorate or other regulatory body having jurisdiction over any of the activities of either Party including, but not limited to, the FCA and the Association of British Insurers or their successors;

"Complaint" has the meaning set out in Clause 13, and more specifically as defined in the FCA's DISP rules. Each Party has specific responsibility only for Complaints relating to the activities it carries out;

"Confidential Information" means all Information which is disclosed before or after the Commencement Date by one Party to the other however conveyed and would appear to a reasonable person to be confidential and which relates to the business affairs of the Party disclosing it (or other companies within that Party's group) including, products, operations, processes, plans or intentions, developments, trade secrets, know how, design rights, market opportunities, personnel, Customers and suppliers of the Party disclosing it, and all Information derived from the above together with the existence or provisions of this Agreement and the negotiations relating to it;

"Credit Charge" means the charge that may be levied by Uinsure or an Insurer allowing a Policyholder to spread the payments of their annual Policy into monthly instalments;

"CRM" means any point-of-sale system owned, built and

developed by You, Your Financial Advisers, or any third party which is used by You and/or Your Financial Advisers to generate quotations and submit applications for Products through integration with Uinsure's API;

"Customer" means a customer of You and/or Your Financial Advisers in relation to whom the Products are offered or made available;

"Customer Data" means all and any information relating to Customers or proposed Customers which is supplied by You or obtained by Uinsure pursuant to this Agreement;

"Customer Privacy Notice" means the data protection notice, which can be found at <https://www.uinsure.co.uk/customer-privacy-policy/> and in the policy wording booklet of the relevant Product, and which is updated periodically, to be used at the point of collection of any Customer Data, such collection being in electronic or manual form (as applicable);

"Data Subject" shall have the meaning set out in the Data Protection Laws;

"Data Controller" shall have the meaning set out in the Data Protection Laws;

"Data Processor" shall have the meaning set out in the Data Protection Laws;

"Data Protection Laws" : (a) any law, statute, declaration, decree, directive, legislative enactment, order ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the Data Protection Act 1998 ("DPA") and EC Directive 95/46/EC (up to and including 24 May 2018) and the GDPR (on and from 25 May 2018) or, in the event that the UK leaves the European Union, all legislation enacted in the UK and in respect of the protection of personal data; and (b) any code of practice or guidance published by the UK Information Commissioner's Office from time to time;

"Dispute" means any dispute, difference or question of interpretation arising out of or in connection with this Agreement, (including any dispute regarding pre contractual negotiations, the existence, validity or termination of this Agreement or the consequences of non existence or invalidity of this Agreement) whether contractual or non contractual;

"FCA" means the Financial Conduct Authority, its successors from time to time and any other body with responsibility for the prudential and/ or conduct of business supervision of insurers and intermediaries from time to time.

"FCA Rules" means all rules made pursuant to FSMA including, without limitation, the rules on insurance selling, administration and complaint handling;

"Financial Advisers" means all staff, Appointed Representatives, Introducer Appointed Representatives and Registered Individuals of You;

"Force Majeure Event" means an event which is beyond the reasonable control of the Party liable to effect performance, and includes strike, lock out, or labour disputes (excluding, in all cases, by the employees of the Party liable to effect performance or its subcontractors or suppliers), act of God, fire, flood, storm, war, military action, riot, civil commotion, terrorism, epidemic, explosion or malicious damage and accident

or breakdown of machinery, and provided that the mere shortage of material, equipment, labour or supplies shall not constitute a force majeure event unless this shortage is caused by events or circumstances which are themselves a force majeure event;

"FSMA" means the Financial Services and Markets Act 2000;

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;

"General Insurance Business" means insurance business of any of the classes specified in part 1 of schedule 1 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001;

"Gross Premium" means the premium received from a Policyholder in relation to a Policy including the Net Premium, IPT, Credit Charge and any Policy Administration Fee;

"ICOBs" means those FCA Rules set out in the Insurance Conduct of Business handbook or any regulatory rules that may replace them;

"Indemnified Claim" shall have the meaning set out at Clause 9.3.1;

"Indemnified Party" means the Party claiming pursuant to any indemnity in this Agreement;

"Indemnifying Party" means the Party providing the indemnity;

"Information" means any information, communications or data, in any form, including all plans, proposals, forecasts, databases, know how, methodologies, documentation or specifications, whether oral, written, graphic, electro magnetic or otherwise;

"Information Commissioner" means the UK regulator for data protection;

"Insurer" means the underwriter of the Policy;

"Intellectual Property Rights" means:

- (a) patents, utility models, supplementary protection certificates, petty patents, rights in trade secrets and other confidential or undisclosed Information (such as inventions (whether patentable or not) or know how), plant variety rights, registered designs, rights in copyright (including authors' and neighbouring or related rights), database rights, design rights, semiconductor topography rights, mask work rights, trademarks and service marks;
- (b) all registrations or applications to register any of the items referred to in paragraph (a); and
- (c) all rights in the nature of any of the items referred to in paragraphs (a) or (b) including continuations, continuations in part and divisional applications, reputation, personality or image, trade names, business names, brand names, get up, logos, domain names and URLs, rights in unfair competition and, without prejudice to anything set out elsewhere in this definition, rights to sue for passing off and all rights having equivalent or similar effect to, and

the right to apply for any of, the rights referred to in this definition in any jurisdiction;

“Intermediary Data” means all and any information relating to Financial Advisers which is supplied by You or obtained by Uinsure pursuant to this Agreement;

“Intermediary Privacy Notice” means the data protection notice, which can be found at <https://www.uinsure.co.uk/intermediary-privacy-policy/> and which is updated periodically, which is to be used at the point of collection of any Intermediary Data, such collection being in electronic or manual form (as applicable);

“Intermediary Website(s)” means the web portal provided by Uinsure, through which Financial Advisers can access and input Customer Data in order to obtain a quotation for a Product for a Customer, or submit a Referral;

“Introducer Appointed Representative” (or “IAR”) shall have the meaning set out in the FCA Rules.

“IPT” means the Insurance Premium Tax levied pursuant to part III Finance Act 1994 at such rate as may from time to time apply;

“Legal and Regulatory Requirements” means:

- (a) all statutes, regulations, by-laws, ordinances or any delegated or subordinate legislation in force from time to time to which a Party is subject;
- (b) the common law and the law of equity as applicable to the Parties from time to time;
- (c) any binding court order, judgement or decree;
- (d) the Codes; and
- (e) any direction, policy, rule or order that is binding on a Party and that is made or given by any competent authority;

“Losses” shall have the meaning set out at Clause 9.2;

“Media” means newspaper, magazine, periodical, radio, television, internet website, direct mail, billboard or other outdoor advertising;

“Net Premium” means the Gross Premium received from a Policyholder in relation to a Policy excluding the IPT, Credit Charge and any Policy Administration Fee;

“Opening Hours” means 9:00am to 5:30pm Monday to Friday;

“Personal Data” means the name given to it in the Data Protection Laws. Any reference to Personal Data includes a reference to “sensitive personal data”, as applicable, whereby “sensitive personal data” means personal data that incorporates such categories as are listed in Article 9(1) of the GDPR (and which are described under the GDPR as “special categories of personal data”);

“Policy” means the policy of insurance in relation to the relevant Product entered in with a Policyholder and “Policies” shall be construed accordingly;

“Policy Administration Fee” means the fee levied by Uinsure directly (or in the case of a Non-Standard Home Insurance and/or Commercial Insurance product, any similar fee levied by an Insurer) to a customer in respect of policy administration services undertaken, and identified as such on the Policy Documents;

“Policyholder” means a Customer who has bought a Policy;

“Premium Adjustment” means:

- (a) in the event of a cancellation the element of the Gross Premium that is not received from or that is returned to the Policyholder;
- (b) in the event of a mid-term adjustment or variation to a Policy, the change in the Gross Premium that is due from or due to the policyholder.

“Products” means Home Insurance, Landlord Insurance, Short Term Income Protection Insurance, Non-Standard Home Insurance and/or Commercial Insurance, or other such products that Uinsure may make available from time to time, as agreed between the Parties. “Product” shall mean any one of them;

“Rating Engine” means the Uinsure quotation system that powers the Intermediary Website and API which enables Customer details input by Financial Advisers to be converted into quotations;

“Records” means financial (including financial documents evidencing expenditure and income) and all other data, information and records (in whatever format and whether paper based or electronically stored in whatever medium) of all Products, Policies and Services used and provided in connection with this Agreement;

“Referral” means the introduction of a Customer to Uinsure pursuant to this Agreement;

“Run-Off” shall have the meaning set out in Clause 18.1.1,

“System” means the API, Intermediary Website and Rating Engine;

“Term” means the term of this Agreement as specified in Clause 16.1;

“Trademarks” means the trademarks of each Party (as may be varied from time to time by the Parties);

“Uinsure” means Uinsure Limited registered number 6046870 whose registered office is at 8 St John Street, Manchester, M3 4DU;

“VAT” means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax;

“Working Day” means a day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in the City of London;

“Year” means each consecutive twelve (12) month period commencing on the Commencement Date and each anniversary of the Commencement Date and the terms “First Year”, “Second Year” and so on shall be construed accordingly; and

“You, Your or Yourself” means the intermediary (whether a company, LLP, a partnership or a sole trader) to whom this Agreement applies.

2. GENERAL

2.1 Please read this Agreement carefully. By using the Uinsure System and/or submitting Policies to us, you agree to be legally bound by this Agreement. All Policies submitted are accepted subject to these Intermediary Terms.

3. INTERPRETATION

- 3.1 In this Agreement (unless the context requires otherwise):
- 3.1.1 the words “including”, “include”, “for example”, “in particular” and words of similar effect shall not limit the general effect of the words which precede them;
 - 3.1.2 reference to any agreement, contract, document or deed shall include that document as varied, supplemented or novated from time to time;
 - 3.1.3 reference to a Party shall, upon any assignment or other transfer that is permitted by this Agreement, be construed to include those successors and permitted assigns or transferees;
 - 3.1.4 the headings, index and front sheet are all for reference only and shall be ignored when construing this Agreement;
 - 3.1.5 references to a clause, schedule or paragraph or schedules are references to the clause, schedule, or paragraph of, or to, this Agreement;
 - 3.1.6 reference to any legislative provision shall be deemed to include any statutory instrument, by-law, regulation, rule, subordinate or delegated legislation or order and any rules and regulations which are made under it, and any subsequent re-enactment or amendment of the same; and
 - 3.1.7 if there is any conflict, ambiguity or inconsistency between the clauses and the schedules, the clauses will prevail.

4. SYSTEM ACCESS

- 4.1 From the Commencement Date, Uinsure shall provide You and/or Your Financial Advisers with access to its System on the basis of the terms and conditions in this Agreement.
- 4.2 The System will permit You and/or Your Financial Advisers to:
- 4.2.1 input Customer Data in order to obtain quotations for Products and confirmation from Insurers that they have bound Policies for which quotations have been provided; or
 - 4.2.2 input Customer Data in order to submit a Referral for Customers who wish to receive a quotation for a Product.
- 4.3 You acknowledge that the provision of the System may be interrupted from time to time as a result of technical difficulties outside of Uinsure’s control. Uinsure will use all reasonable endeavours to ensure that any such interruptions are minimised and to mitigate their effects should they occur.
- 4.4 Uinsure reserves the right, at its sole discretion, not to request a quotation from an Insurer or communicate to You and/or a Financial Adviser a Quotation for a Product.

5. REFERRALS

- 5.1 From the Commencement Date, Uinsure shall provide You and/or Your Financial Advisers with access to a Referral service whereby Customers who wish to receive a quotation for a Product may be introduced to Uinsure by You and/or Your Financial Advisers.
- 5.2 Upon submission of a Referral, Uinsure shall contact the Customer directly with a view to obtaining all relevant Customer Data and providing a quotation for a Product. Uinsure shall be responsible for any subsequent sales made and advice given to Customers (for the avoidance of doubt, this Referral service is an alternative to You and/or a Financial Adviser using the System to provide quotations and facilitate a sale directly with a Customer).
- 5.3 In certain situations, particularly in the case of Non-Standard Insurance and Commercial Insurance Referrals, it may be necessary to obtain a quotation via a specialist insurer. In such situations, Customer Data may be transferred to another insurer or insurance brokerage solely for the purpose of obtaining a quotation and arranging a Policy.

6. OBLIGATIONS OF YOU AND YOUR FINANCIAL ADVISERS

- 6.1 You and Your Financial Advisers shall at all times during the Term (and, where applicable, any period of Run-Off) will:
- 6.1.1 comply with the IT Security Requirements at Clauses 11.1;
 - 6.1.2 conduct Your obligations in a manner which is neither detrimental or prejudicial to a Policyholder. For the avoidance of doubt, nothing in this provision shall prohibit Uinsure or the Insurer from undertaking all necessary actions in relation to the administration, underwriting, claims and complaints handling in respect of Policies in accordance with their terms.
 - 6.1.3 discharge Your obligations hereunder with reasonable skill, care and diligence and in accordance with the Legal and Regulatory Requirements;
 - 6.1.4 not describe Yourself as agent or representative of Uinsure, except as expressly authorised by this Agreement;
 - 6.1.5 allocate suitable and adequate resources and expertise to the tasks which You are required to carry out to fully and properly satisfy Your obligations under this Agreement;
 - 6.1.6 employ the skill and competence that would be reasonably expected when arranging or advising on the Products, and ensure that it adheres to the provisions of the FCA Rules, ICOBS and all other relevant laws and regulations. For the avoidance of doubt, You will always be responsible for any sales made and advice given to Customers by You and/or Financial Advisers and agree to indemnify Uinsure for any loss which arises from against any and all liability which may result from a complaint about Your conduct in connection

- with any Policy sold by You. Uinsure retains the right to deduct any associated costs (including any financial compensation paid to the complainant) from any Commission that the You would otherwise be entitled to;
- 6.1.7 provide such cooperation and assistance as Uinsure may from time to time reasonably require for the purpose of enabling Uinsure to discharge its obligations under this Agreement;
- 6.1.8 not divulge access codes to the System to any other person;
- 6.1.9 maintain and retain in force for the Term and any period of Run-Off until all its obligations under this Agreement are discharged professional indemnity insurance with a reputable insurer sufficient to satisfy any applicable Legal and Regulatory Requirements to a minimum indemnity level pursuant to the requirements of rule 3.2 of the FCA's Prudential Sourcebook for Mortgage and Home Finance Firms, and Insurance Intermediaries ("MIPRU");
- 6.1.10 maintain adequate systems to ensure the proper performance of Your obligations under this Agreement; and
- 6.1.11 for the duration that there is an active integration between Your CRM System and the API, be responsible for the testing of the integration between the CRM System and the API to ensure the integrity of the data mapping and data being transmitted.
- 6.2 You will notify Uinsure immediately if:
- 6.2.1 You, or any directors or partners in Your business, are charged with or convicted of any offence involving fraud or dishonesty;
- 6.2.2 bankruptcy or liquidation proceedings are brought against it or any directors in Your business, or a receiver is appointed or a voluntary arrangement with Your creditors is proposed;
- 6.2.3 You, or any directors or partners in Your business, are investigated by the FCA or any other body which regulates You, whether or not that investigation proceeds and You will provide Uinsure with details of the reasons for the investigation;
- 6.2.4 You, or any directors or partners in Your business, are disciplined by the FCA or any other body which regulates You;
- 6.2.5 a person proposes to take a step which would result in a change of control over You; or
- 6.2.6 You anticipate being unable to comply with any provision of the terms and conditions of this Agreement.
7. OBLIGATIONS OF UINSURE
- 7.1 Uinsure shall use its reasonable endeavours to, during the Term:
- 7.1.1 provide You with access to the Products;
- 7.1.2 administer Policies on behalf of the Insurer; and
- 7.1.3 develop and maintain the System.
- 7.2 Uinsure shall at all times during the Term (and, where applicable, any period of Run-Off):
- 7.2.1 comply with the IT Security Requirements at Clauses 11.1;
- 7.2.2 discharge its obligations hereunder with reasonable skill, care and diligence and in accordance with the Legal and Regulatory Requirements;
- 7.2.3 not describe itself as agent or representative of You, except as expressly authorised by this Agreement;
- 7.2.4 allocate suitable and adequate resources and expertise to the tasks which it is required to carry out to fully and properly satisfy its obligations under this Agreement;
- 7.2.5 maintain and retain in force for the Term and any period of Run-Off until all its obligations under this Agreement are discharged professional indemnity insurance with a reputable insurer sufficient to satisfy any applicable Legal and Regulatory Requirements to a minimum indemnity level pursuant to the requirements of rule 3.2 of the FCA's Prudential Sourcebook for Mortgage and Home Finance Firms, and Insurance Intermediaries ("MIPRU"); and
- 7.2.6 maintain adequate systems to ensure the proper performance of Uinsure's obligations under this Agreement.
8. COMMISSION
- 8.1 You and/or Your Financial Advisers shall be entitled to select a Commission Rate for each Home Insurance and Landlord Insurance Policy sold via the System as determined by the Rating Engine. The Commission Rate selected by You and/or Your Financial Advisers will determine the Gross Premium paid by the Policyholder, and therefore subsequently the Net Premium and Commission due.
- 8.2 For Short Term Income Protection Insurance Policies, the Commission Rate will be as set out at <https://www.uinsure.co.uk/proposition/#commissions>, or as agreed between the Parties from time to time.
- 8.3 For Referrals of Customers who purchase a Home Insurance or Landlord Insurance Policy, the Commission Rate available will be as set out at <https://www.uinsure.co.uk/proposition/#commissions>, or at such rate as agreed between the Parties from time to time.
- 8.4 For Referrals of Customers who purchase a Commercial and/or Non-Standard Insurance Policy, the Commission Rate available for You and/or Your Financial Advisers to select will be as set out at <https://www.uinsure.co.uk/proposition/#commissions>, or at such rate as agreed between the Parties from time to time.
- 8.5 Commission shall be due to You the month after the Gross Premium (or first instalment thereof) has been received from the Policyholder.

- 8.6 In the event of a Premium Adjustment resulting in the collection of an additional Gross Premium from the Policyholder, You shall be entitled to Commission for of any additional premium collected at the same Commission Rate selected for the Policy as set out at Clause 8.1. The Commission adjustment will be included on the next Commission Statement.
- 8.7 In the event of a Premium Adjustment or cancellation of a Policy, which may result in the return of all or part of the Gross Premium to the Policyholder, You shall return to Uinsure the unearned Commission on a pro-rata basis of the Net Premium returned to or unable to be collected from the Policyholder at the same Commission Rate selected for the Policy as set out at Clause 8.1. The Commission adjustment will be included on the next Commission Statement.
- 8.8 In the event of the renewal of a Policy, You shall be entitled to Commission at the same Commission Rate selected for the renewal Policy at its inception, as set out at Clause 8.1. Commission will be calculated based upon the new Gross Premium for any renewal Policy.
- 8.9 Commission payments will be made by way of a bank transfer on the last Working Day of the month to the bank account nominated by You. Bank transfers are subject to a minimum payment of £10.00.
- 8.10 The Commission due to You covers all commission due to You and Your Financial Advisers.
- 8.11 Uinsure shall procure that on or before the last Working Day of each month there shall be made available to You via the System, a Commission Statement showing the amount of Commission due.
- 8.12 Unless otherwise stated, any amounts stated to be payable under this Agreement are inclusive of any applicable VAT, where chargeable.
- 8.13 If any dispute arises in relation to the Commission due to Uinsure and/or the sums payable by Uinsure to You under this Agreement such dispute shall be handled in accordance with Clauses 21.1 to 21.4.
- 9. WARRANTIES AND INDEMNITIES**
- 9.1 Each Party warrants to the other Party that:
- 9.1.1 It is an Authorised Firm; and
- 9.1.2 this Agreement is executed by a duly authorised representative of that Party.
- 9.2 Each Party shall without limitation indemnify and keep indemnified, hold harmless and defend the other Party and its Group (and their respective officers, directors, employees, successors and assigns) on demand from and against any and all costs (including reasonable legal costs), claims, demands, fines and liabilities (“Losses”) incurred or suffered by the other Party resulting from:
- 9.2.1 any claim by another person that the use by the Indemnified Party in accordance with the provisions of this Agreement of any:
- 9.2.2 trade marks belonging to the Indemnifying Party; and/or
- 9.2.3 Intellectual Property Rights belonging to or licensed to the Indemnifying Party,
- 9.2.4 infringes that person’s Intellectual Property Rights, moral rights or rights of that person in respect of Confidential Information; and/or
- 9.2.5 any default by the Indemnifying Party which causes the Indemnified Party to fail to comply with any applicable Legal and Regulatory Requirements.
- 9.3 Where a party has the benefit of an indemnity under this agreement, The Indemnified Party shall:
- 9.3.1 give notice to the Indemnifying Party of any claim under any indemnity (“Indemnified Claim”) as soon as reasonably practicable on becoming aware of the same;
- 9.3.2 give the Indemnifying Party reasonable assistance in connection with the defence of any claim or action in respect of any Indemnified Claim and shall not at any time admit liability or attempt to settle or compromise the said claim or action without prior consultation with the Indemnifying Party; and
- 9.3.3 act (at the sole expense of the Indemnifying Party) in accordance with the reasonable instructions of the Indemnifying Party and give to the Indemnifying Party such assistance as it shall reasonably require in respect of the conduct of the said defence.
- 9.4 Subject to Clauses 9.2, 9.5 and 9.6, in no event shall either Party’s aggregate liability under, or in any way related to, this Agreement (whether arising in Contract, tort (including negligence), under an indemnity or otherwise) in any Year exceed £500,000.
- 9.5 Nothing in the Agreement shall be deemed to exclude or limit either Party’s liability for death or personal injury arising as a result of that Party’s negligence, for fraud or otherwise to the extent that such exclusion or limitation is not permitted by law.
- 9.6 Subject to Clauses 9.2 and 9.5, neither Party shall have any liability to the other with respect to their obligations under this Agreement (whether arising in Contract, tort (including negligence), under an indemnity or otherwise) for:
- 9.6.1 consequential, exemplary, incidental or punitive damages, even if they had been advised of the possibility of such damages; and
- 9.6.2 any loss of profit, loss of business, or loss of revenue or any similar loss or damage suffered by the other Party (whether direct, indirect or consequential).
- 9.7 Uinsure cannot guarantee the solvency of any Insurer and shall not be liable for losses suffered by You in the event of the insolvency of an Insurer.
- 9.8 Each Party shall be under a duty to use their reasonable endeavours to mitigate any Losses suffered or costs incurred as a result of any breach by the other Party of its obligations under this Agreement or where it has the benefit of an indemnity.
- 10. RECORDS, COMPLIANCE AND AUDIT RIGHTS**
- 10.1 Both Parties will:
- 10.1.1 keep true and accurate accounts and records

- of all matters connected with the Agreement and its operation and will allow the directors, representatives, consultants, advisers and external auditors of the other Party access to those accounts and records on reasonable notice during normal business hours;
- 10.1.2 cooperate (and procure that its officers, employees, agents and contractors cooperate) with any of our directors, representatives, consultants, advisers or auditors (as the case may be), and those of any regulatory body undertaking any audit or investigation of matters relating to business conducted pursuant to the Agreement, and provide all reasonable facilities at its premises to allow such audit or investigation, and allow the taking of such copies of such accounts and records as may be considered reasonable; and
- 10.1.3 comply with any reasonable request made by the other Party to produce for inspection any information which relates to the Agreement.
- 10.2 In addition, both Parties will, in connection with the Agreement, deal in an open and co-operative way with the FCA and its appointees and representatives with respect to matters within the scope of the FCA's functions, in particular by:
- 10.2.1 making itself readily available for meetings with representatives or appointees of the FCA as reasonably requested;
- 10.2.2 giving representatives or appointees of the FCA reasonable access to any records, files, tapes or computer systems which are within its possession or control and providing any facilities for inspection of the same which the FCA or its representatives or appointees may reasonably request;
- 10.2.3 producing to representatives or appointees of the FCA any specified documents, files, tapes, computer data or other material in its possession or control as reasonably requested;
- 10.2.4 printing any data or information in its possession or control which is electronically held or held on microfilm or otherwise converting it into a readily legible document or any other record which the FCA may reasonably request;
- 10.2.5 permitting representatives or appointees of the FCA to copy documents or other material at its premises at its reasonable expense and to remove copies and hold them elsewhere, or providing any copies, as reasonably requested;
- 10.2.6 answering truthfully, fully and promptly all questions which are reasonably put to it by representatives or appointees of the FCA;
- 10.2.7 permitting representatives or appointees of the FCA to have access with or without notice during normal business hours to any of its premises in relation to the discharge of the FCA's functions under the FSMA; and
- 10.2.8 procuring insofar as it is able to do so that its officers, employees and agents comply with the obligations in paragraphs (10.2.1) to (10.2.8) inclusive above.

11. IT SECURITY REQUIREMENTS

- 11.1 Where data (including, without limitation, Customer Data) are held and processed electronically by either Party in connection with this Agreement, the relevant Party must take all reasonable endeavours to safeguard the data and ensure that their systems are appropriately secure.

12. DATA PROTECTION

- 12.1 Without prejudice to the generality of Clause 9.1, the Parties shall, at all times, comply with all Data Protection Laws and neither Party shall knowingly cause the other Party to be in breach of the Data Protection Laws. Both Parties understand and acknowledge that each Party are (or may be) Data Controllers in relation to their respective obligations under this Agreement.
- 12.2 When passing or transmitting Intermediary Data to Uinsure, You warrant that You have obtained the requisite consent of the Financial Advisers in accordance with the Intermediary Privacy Notice provided at the time it obtained such Intermediary Data and that the consent permits the transfer of a Financial Advisers Personal Data to Uinsure, to the Insurer, and to any third parties acting on Uinsure's behalf for the purposes as detailed within the Intermediary Privacy Notice.
- 12.3 When passing or transmitting the Customer Data to Uinsure, You warrant that You have obtained the requisite consent of the Customers in accordance with the Customer Privacy Notice provided at the time it obtained such Personal Data and that the Customer Privacy Notice permits the transfer of a Policyholder's Personal Data to Uinsure, to the Insurer, and to third parties acting on their behalf for the purposes as detailed within the Customer Privacy Notice.
- 12.4 You acknowledge that Uinsure and the Insurer may share Customer Data provided to the quotation stage (whether at first inception or renewal) in relation to potential Policyholders, Policyholders and other persons intended to be named on a Policy ("Quote Information") with third parties for the purposes as detailed within the Customer Privacy Notice
- 12.5 The Parties acknowledge that credit searches carried out by the Insurer for the purposes set out in Clause 12.4 may appear on the relevant Customer's credit report, whether or not their application for cover under a Policy proceeds.
- 12.6 You shall ensure that You have obtained all appropriate consents required under the Data Protection Laws and any other Legal and Regulatory Requirements to allow You to transfer Personal Data and Sensitive Personal Data forming part of the quotation information provided to the Uinsure and to allow the Insurer and others to make use of that quotation information for the purposes set out in Clause 12.4.
- 12.7 Each Party shall, when acting as Data Processor of the other:
- 12.7.1 promptly comply with all of the other Party's instructions including (without limitation) to rectify, correct, block, suppress, delete and update any Customer Data it holds (whether such instructions are general or specific) to the extent necessary to comply with the Data

- Protection Laws;
- 12.7.2 provide a copy of any Subject Access Request received in relation to the Customer Data and/or the other Party's processing activities under this Agreement within two (2) Working Days of receipt of such Subject Access Request; and
- 12.7.3 assist the other Party with all Subject Access Requests within the timescales specified by the other Party which may be received from the Data Subjects including of those individuals whose details appear in the Customer Data;
- 12.7.4 indemnify the other Party (subject to the cap at Clause 9.4) against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith incurred by the other Party as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or any other legal person as a result of the unauthorised Processing, unlawful Processing, destruction of and/or damage to any Customer Data Processed by the Processing Party, its employees or agents in their performance of this Agreement.
- 12.8 Each Party when acting as Data Processor of the other, shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the Customer Data and against accidental loss or destruction of, or damage to, the Customer Data and, having regard to the state of technological development and the cost of implementing any measures, such measures must ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and to the nature of the information to be protected.
- 12.9 Each Party shall in connection with this Agreement promptly provide the other Party with full details of any complaint, enquiry and/or allegation that either Party is not complying with the Data Protection Laws by a Data Subject or from the Information Commissioner.
- 12.10 To the extent that a party acts as a Data Processor on behalf of the other it shall process Personal Data only to the extent, and in such a manner, as is necessary for the purposes of this Agreement and in accordance with the other's instructions from time to time and shall not:
- 12.10.1 process Personal Data for any other purpose;
- 12.10.2 transfer Personal Data outside the United Kingdom to another country within the European Economic Area without first notifying the other Party in writing; or
- 12.10.3 transfer Personal Data outside the European Economic Area.
- 12.11 Each party will keep a record of any processing of Personal Data it carries out on behalf of the other.
- 13. COMPLAINTS**
- 13.1 Any Complaint which:
- 13.1.1 relates to dealing with the sales process or advice given to a Policyholder in relation to a Policy will be referred to and dealt with by You; and
- 13.1.2 relates to the underwriting, administration, and/or handling of claims under Policies will be referred to and dealt with by Uinsure, and in any other case will be considered by each Party who will decide, acting reasonably and in good faith, who will deal with the Complaint.
- 13.2 For the avoidance of doubt, each Party will deal with any Complaint (including any reference to the Financial Ombudsman Service) and submission of FCA returns which is required to be dealt with by such Party (as determined in accordance with Clause 13.1) in accordance with such Party's Complaints procedure and the FCA Rules.
- 13.3 Neither Party shall make any statement or representation in response to any Complaint:
- 13.3.1 to any Competent Authority without the other Party's prior written consent except where it is not reasonably practicable to obtain such consent or where obtaining such consent would be in breach of any applicable Legal and Regulatory Requirements; or
- 13.3.2 regarding the Product, through the Media without the other Party's express written consent save where it is reasonably necessary to do so for the protection of the Party's brand or reputation.
- 13.4 The Parties shall, to the extent permitted by any applicable Legal and Regulatory Requirements, notify each other in writing, as soon as practicable, after becoming aware or having any reasonable suspicion of any criminal act relating to the operation of this Agreement or any Policy.
- 14. INTELLECTUAL PROPERTY RIGHTS**
- 14.1 Uinsure hereby grants to You a non-exclusive, royalty-free, worldwide licence during the Term, to use Uinsure Trademarks for the purposes of fulfilling its obligations under this Agreement.
- 14.2 You hereby grant to Uinsure a non-exclusive, royalty-free, worldwide licence during the Term, to use the Your Trademarks for the purposes of fulfilling its obligations under this Agreement.
- 14.3 All representations of each Party's Trademarks that the other Party intends to use shall be in accordance with the Parties brand guidelines in force from time to time and shall be submitted to the other Party for its prior approval before use.
- 14.4 Save as set out in Clause 14.1 and 14.2, nothing in this Agreement is intended to transfer any right, title or interest in or to either Party's Intellectual Property Rights to the other Party.
- 15. CONFIDENTIALITY**
- 15.1 All Confidential Information given by one Party to the other, or otherwise obtained or developed by one party relating to the other, shall be kept secret and confidential by the receiving Party throughout the

Term and thereafter for the five (5) Years following its termination or expiry and shall not be used or disclosed other than for the purposes of the proper performance of this Agreement or with the prior written consent of the other Party.

15.2 The obligations of confidentiality in this Clause 15.1 shall not extend to any matter which the receiving Party can show:

- 15.2.1 is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement;
- 15.2.2 was lawfully in its possession before the Information was disclosed to it;
- 15.2.3 was independently disclosed to it by a third party entitled to disclose the same; or
- 15.2.4 is required to be disclosed under any applicable Legal and Regulatory Requirements, or by order of a court or Competent Authority.

16. TERM

- 16.1 This Agreement shall come into force on the Commencement Date and shall continue in until it is terminated by either party giving the other at least 28 days written notice.
- 16.2 The Parties acknowledge and agree that, in consideration of the Parties entering into this Agreement, any other agreements existing between the Parties shall terminate automatically on the Commencement Date.

17. TERMINATION

- 17.1 Uinsure may, without prejudice to its other rights or remedies, terminate this Agreement with immediate effect by written notice to the Chief Executive Officer at the registered address of the other Party if one or more of the following events occurs:
 - 17.1.1 if the other Party commits a material breach of this Agreement which is incapable of remedy or is capable of remedy but has not been remedied within thirty (30) days of receipt of a written notice specifying both the material breach and the notifying Party's intention to terminate this Agreement if the material breach is not remedied;
 - 17.1.1.1 the other Party:
 - 17.1.1.2 enters into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them;
 - 17.1.1.3 passes a resolution or makes a determination for it to be wound up (except for the purposes of amalgamation or reconstruction);
 - 17.1.1.4 has a winding up order or bankruptcy order made against it;
 - 17.1.1.5 has appointed to it an administrator or administrative receiver; or

17.1.1.6 being a partnership, in addition to the above, suffers bankruptcy orders being made against any of its partners; or

17.1.1.7 it is entitled to do so pursuant to Clause 16.1.

17.2 This Agreement will automatically terminate with immediate effect if the other Party ceases to be an Authorised Firm, has any relevant licence, or permission or authorisation to conduct business suspended, removed or impaired which has, or would have, the effect of preventing that Party from carrying out all or a material part of its obligation under this Agreement.

18. CONSEQUENCES OF TERMINATION

- 18.1 In the event of, and with effect from, the date of termination of this Agreement (for whatever reason):
 - 18.1.1 this Agreement shall remain otherwise in force and effect solely for the purposes of and in respect of each Policy sold prior to the date of such termination, until each such Policy has expired or has otherwise been terminated, and all Claims have been paid, compromised or otherwise settled, and all Complaints have been resolved whichever is the later ("Run-Off");
 - 18.1.2 the licences granted in Clause 14 shall terminate save to the extent required in order to fulfil the Parties obligations pursuant to clause 18.1.1; and
 - 18.1.3 each Party shall provide such other cooperation and assistance as the other Party may (at its cost) reasonably require.
- 18.2 On termination each party shall at its own cost promptly give to the other:
 - 18.2.1 all property of the other which is in the possession, custody or control of it, including without limitation; and
 - 18.2.2 any documentation created or received by it on behalf of the other (whether in paper or electronic form) relating to or connected with this Agreement; and
 - 18.2.3 any documentation, including without limitation, material bearing any Trademarks of the other.
- 18.3 Termination or expiry of this Agreement, however caused, shall be without prejudice to any obligations or rights of either of the Parties which may have accrued before termination or expiry and shall not affect any provision of this Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry.
- 18.4 Termination of this Agreement shall not prejudice the right of You to receive Commission (including renewal Commission) in accordance with Clause 8.1, for Policies sold pursuant to this Agreement. However, where Uinsure has terminated this Agreement in accordance with Clause 17.1 or Clause 17.2, then such rights under Clause 8.1 shall cease on termination of this Agreement.

19. FORCE MAJEURE

- 19.1 In the event of a Force Majeure Event arising, the Party whose obligations are suspended by virtue of the Force Majeure Event shall take appropriate measures to mitigate the effect of such circumstances, including but not limited to the implementation of its Business Continuity Plan, and to carry out such obligations or duties hereunder in such other way as may be reasonably practicable in all the circumstances.
- 19.2 Provided it complies with Clauses 19.3 and 19.4, neither Party shall be liable for any breach of its obligations, acts or omissions hereunder resulting from a Force Majeure Event. If either Party is delayed or prevented from complying with its obligations under this Agreement by a Force Majeure Event then the requirement to comply with those obligations shall be suspended for as long as, and to the extent that, performance is delayed or prevented by that event.
- 19.3 The Parties hereto agree to give notice to each other as soon as is reasonably practicable after first becoming aware of a Force Majeure Event, such notice to contain details of the circumstances giving rise to the Force Majeure Event.
- 19.4 A party affected by a Force Majeure Event shall use its reasonable endeavours to overcome the Force Majeure Event or mitigate its effects, whether by way of implementation of its Business Continuity Plan or otherwise, and resume performance as soon as reasonably practicable.
- 19.5 If the suspension continues for more than thirty (30) days either Party may terminate this Agreement by giving not less than thirty (30) days' notice in writing to the other Party.
- 19.6 The Parties shall have no liability to each other in respect of the termination of this Agreement as a result of a Force Majeure Event, but rights and liabilities which have accrued prior to termination shall subsist.

20. NOTICES

- 20.1 Any notice given by one Party to another under this Agreement shall be in writing and, delivered by hand or by prepaid first class or special delivery post to the address given at the start of this Agreement and in all cases marked for the attention of the relevant Party's Chief Operating Officer or Chief Executive Officer.
- 20.2 Notices delivered by hand shall be given on the day of receipt (unless received after 5.00pm in which case they shall be given on the next Working Day). Notices sent by prepaid first-class post or special delivery shall be deemed to have been given two (2) Working Days after the date of posting.
- 20.3 Notices under this Agreement shall not be validly served by email, other than where specifically provided for in this Agreement.
- 20.4 Either Party may vary their address and/or contact for notices by giving notice to the other. The notice must expressly state that the new address is the address for notices and/or the new contact is the contact to whose attention all future notices should be brought, as the case may be.
- 20.5 This Clause 20 does not apply to the service of any

proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21. DISPUTE RESOLUTION

- 21.1 In the event of a Dispute, the Parties will undertake to resolve the Dispute between themselves prior to submitting any such matter to court in accordance with Clause 30.
- 21.2 The Parties shall first attempt to resolve the Dispute informally by referring the matter in Dispute to the other Party within ten (10) Working Days of the Dispute occurring.
- 21.3 If the Parties are unable to resolve the Dispute after reasonable and genuine discussions at an appropriately senior level, then either Party may submit the matter to court in accordance with Clause 30.
- 21.4 Nothing in Clause 21 shall prevent either Party from seeking urgent relief before the courts.

22. WAIVER AND CUMULATIVE REMEDIES

- 22.1 No failure or delay by either Party to exercise any right or remedy arising under, or in connection with, this Agreement (collectively, an action) will act as a waiver, or otherwise prejudice or restrict the rights of that Party, in relation to that action or any other contemporaneous or future action.
- 22.2 The rights and remedies arising under, or in connection with, this Agreement are cumulative and, except where otherwise expressly provided in this Agreement, do not exclude rights and remedies provided by law or otherwise.

23. RELATIONSHIP OF THE PARTIES

- 23.1 Nothing in this Agreement is intended to create a partnership, joint venture or legal relationship of any kind between the Parties that would impose liability upon one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for the other. Except where otherwise expressly provided in this Agreement, neither Party shall have authority to make representations, act in the name or on behalf of, or otherwise to bind the other.

24. FURTHER ASSURANCE

- 24.1 Each Party shall, at the request and cost of the other, use all reasonable endeavours to do or procure the doing of all such further acts, and execute or procure the valid execution of all such documents, as may from time to time be necessary in the requesting Party's reasonable opinion to give full effect to this Agreement and to vest in the requesting Party the full benefit of the assets, rights and benefits to be transferred to the requesting Party under this Agreement.

25. SEVERANCE

- 25.1 If any of this Agreement is or becomes illegal, invalid or unenforceable in any respect, that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.
- 25.2 If any illegal, invalid or unenforceable provision would be legal, valid or enforceable if some part of it were deleted, such provision shall apply with the minimum modification(s) necessary to make it legal, valid or enforceable.

26. THIRD PARTY RIGHTS AND ASSIGNMENT

- 26.1 A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement. This clause does not affect any right or remedy of any person which exists, or is available, other than pursuant to that Act.
- 26.2 Neither party may assign, transfer, sub-contract or otherwise deal with any of its rights or obligations under this Agreement to any company without the prior written consent of the other Party, other than to other companies within the Party's group.

27. VARIATION

- 27.1 Uinsure reserves the right to vary the terms of this Agreement at any time, provided notification of such variation is provided either via email or via the System, no less than 28 days before the date that such variation takes effect.
- 27.2 Your continued use of the System following any variation to this Agreement shall be deemed to be acceptance of any such variation.

28. COUNTERPARTS

- 28.1 This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart.
- 28.2 Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same Agreement.

29. ENTIRE AGREEMENT

- 29.1 This Agreement set out the entire Agreement and understanding between the Parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case whether written or oral) given or made before the Commencement Date by, or on behalf of, the Parties and relating to its subject matter.
- 29.2 Each Party confirms that it has not relied upon, and (subject to Clause 29.4) shall have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by any Party (whether or not a Party to this Agreement) unless that agreement, warranty, statement, representation,

understanding or undertaking is expressly set out in this Agreement.

- 29.3 Subject to Clause 29.4, neither Party shall be entitled to claim the remedies of rescission or damages for misrepresentation arising out of, or in connection with, any agreement, warranty, statement, representation, understanding or undertaking whether or not it is set out in this Agreement.
- 29.4 Nothing in this Agreement shall restrict or exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

30. GOVERNING LAW AND JURISDICTION

- 30.1 This Agreement and any Dispute arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales.
- 30.2 Each Party hereby submits to the exclusive jurisdiction of the courts of England and Wales over any Dispute arising out of or in connection with this Agreement.