

TERMS OF BUSINESS AGREEMENT FOR SRA AUTHORISED FIRMS

General

Thank you for inviting LawSure Insurance Brokers (part of Clear Insurance Management Limited) to assist you with your insurance requirements in respect of this case. We undertake to use our skill and care to provide your client with the ability to survive the insurable events for which you have asked us to provide cover on behalf of your client.

This document sets out the terms on which we agree to act for you and your client and contains details of our regulatory and statutory responsibilities as well as your obligations. It supersedes any communication previously issued by us.

We ask that you carefully read the content and contact us immediately should you require further clarification. These terms become effective as soon as we start exchanging information about your client's insurance requirements.

Scope

This agreement specifies the terms under which we will place the client's business on your behalf.

Client Ownership

Your clients and the client relationships remain yours and not ours.

We shall not contact clients directly for any purpose without your prior permission, except as provided for elsewhere in this agreement.

Service and Delivery Requirements

You have no authority to accept or amend insurances, settle, negotiate or compromise claims, alter any receipt, document or policy or commit us in any way. Any exceptions must be authorised in advance by us in writing. However, we recognise that there may be instances where some policies are issued on an agreed conduct basis, whereby the insurer permits you to settle or negotiate a payment. There may also be instances where the insurer allows you to 'front' a claim on their behalf. This will be agreed on a case-by-case basis.

Instructions from you to place an insurance risk on cover will only be accepted if confirmed in writing by you.

You are not to make any alterations or amendments to any forms supplied by us or use any advertising promotional or other selling materials in relation to the insurance transactions covered by this agreement, except those supplied by or approved in writing by us.

You shall pass to us all risk information you hold in connection with each client or prospective client. In the event of you being aware of any non-disclosure of material information or of any misrepresentation made by a client or prospective client, you shall inform us. You remain, for these purposes, the client's agent and notification by the client to you shall not constitute notification to us.

You shall present information and proposals relating to any general insurance cover requested in the form which we may specify from time to time or as otherwise in writing agreed by us.

You shall retain all documentary and electronic records relating to insurance transactions covered by this agreement for the duration of cover and for a minimum of seven years thereafter.

Whenever any insurance is bound under this agreement, we shall use our best endeavours to ensure that the policy is delivered to you promptly.

Client requirements: As agent of the client, it is your responsibility, not ours, to ascertain and satisfy the client's insurance requirements.

Claims: If a client, who has arranged insurance through Us following an introduction from you, subsequently contacts you on matters relating to a claim or potential claim, you shall not make any comments, offer any advice or give an opinion that may prejudice the insurers' interest or our interest in any way in the handling of the claim. You shall relay all relevant information to us immediately when it comes into your possession.

You may only act on our behalf within the territorial limits of the United Kingdom, Northern Ireland, the Isle of Man and the Channel Islands.

You are not permitted to place business with us, which is introduced to you by another agent or broker unless specifically agreed with us.

Payments and Collection

We are authorised to invoice, collect and receive premiums and to pay return premiums and other sums due as agents of the insurer.

Unless otherwise agreed by us in writing, you will hold premiums and pay return premiums as agents of the client. All such premiums must be held in accordance with SRA rules.

We will submit invoices and credit notes to you for premiums or refunds of premium falling due. You will pay all premiums within 14 days of the due date shown on the invoice. Payment may be required in respect of certain business outside these terms of credit; this must be settled on an invoice basis when advised in writing by us in advance of policy inception or renewal date. In the event that the premium is not paid within the period stated we retain the right to cancel the insurance.

We reserve the right to charge interest on late payment of any sums due to us at 3% above the bank base rate as supplied by our bankers at the time.

We have in place procedures and controls which are designed to forestall and prevent money laundering and bribery. If we suspect that a supplier, customer, client or employee is committing a money laundering or bribery offence as defined by the Proceeds of Crime Act 2002 and the Bribery Act 2010, we will, in accordance with our legal responsibilities, disclose the

suspicion to the National Crime Agency or the Serious Fraud Office.

Professional Indemnity Insurance

The law firm shall maintain professional indemnity insurance with an insurer, providing cover in connection with the operation of the agreement for any liability arising out of any:

Negligent act, error or omission by you including any past or present director, partner or employee of yours

Any dishonest or fraudulent act or omission by you including any past or present employee of yours.

Compliance

You shall comply with the relevant financial services (scope) rules the relevant financial services (conduct of business rules) and any other rules issued by SRA or other relevant regulator in respect of your insurance mediation activities. The firm shall ensure the firm's name on the FCA's Exempt Professional Firms register.

We shall at all times comply with the rules of the FCA and support you in the satisfaction of the insurance mediation requirements of the SRA or other relevant regulatory body as they apply to our joint activities.

Both shall at all times comply with all applicable data protection legislation from time to time (including, without limitation, the data protection act 2018 and the privacy and electronic communications (amendment) regulations 2018 and any re-enactment or replacement of or amendment or extension to such legislation). Both shall ensure that all collection and processing of client data under this agreement has a legal basis and that all appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of client data and against accidental loss or destruction of or damage to the client data.

We may disclose personal data relating to you including details of your directors, officers, partners and employees to any governmental or regulatory body, agency or authority and to an insurer with whom a client's business is placed for any purpose connected with the proper maintenance, administration and regulatory compliance and control of the conduct of this agreement.

You must ensure that you have appropriate arrangements in place to enable disclosure for the above purposes and, if you are unable to do so, you must notify us immediately.

We reserve the right to record telephone calls for training and monitoring purposes.

You will not engage in any activity, practice or conduct that may constitute an offence under any applicable laws or regulations designed to combat bribery, fraud or corruption, including the Bribery Act 2010 and will at all times maintain appropriate systems and controls, including monitoring systems, to ensure compliance with such laws or regulations.

Complaints Handling Procedure

Either party shall notify the other immediately on receiving a complaint from a client which relates to the other party's insurance mediation activities and provide them promptly

with copies of any relevant information and documentation.

Jurisdiction

This agreement and any variation to it, is subject to English law and practice and to the exclusive jurisdiction of the English courts, unless both agree otherwise.

Indemnity

Each party shall indemnify and keep indemnified the other in respect of all proven, foreseeable and fully mitigated losses, costs, claims and liabilities incurred by the other arising from:

Any failure by the indemnifying party to comply with the provisions of any regulatory requirements any other breach by the indemnifying party of this agreement including, without limitation, any loss, cost, claim or liability incurred by us arising out of business arranged through us without authorisation.

Rights of Third Parties

A person who is not a party to this agreement has no right under the United Kingdom's Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that act.

Force Majeure

Neither you nor we shall be liable for any breach of our respective obligations, acts or omissions hereunder resulting from causes beyond our reasonable control being an 'event of force majeure'.

In the event of an event of force majeure occurring, the party whose obligations are suspended by virtue of this event shall use all reasonable endeavours to mitigate the effect of such circumstances and carry out such obligations or duties hereunder in such other way as may be reasonably practicable in all the circumstances.

Both agree to give notice to the other as soon as is reasonably practicable after becoming aware of an event of force majeure, such notice to contain details of the circumstances giving rise to the force majeure.

Confidentiality

Both shall treat any information relating to the other party, its business and clients as confidential (except to the extent that such information is known to that party other than as a result of any breach of this agreement).

Neither you nor we shall disclose such information to any third party, nor use it for any purpose except as is necessary for the performance of this agreement or the enforcement of that party's right in law or contract. The provisions of this clause shall continue notwithstanding any termination of the agreement.

Counterparts

This agreement may be entered into in any number of counterparts and by both on separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute the agreement.