



Terms of Business Agreement

Version 6 - April 2018

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Terms of Business Agreement

This Agreement is made on the “Effective Date” (as defined below).

BETWEEN

- (1) **HOME AND LEGACY INSURANCE SERVICES LIMITED** a limited liability company registered in England with registered number 03007252 whose registered office is at 57 Ladymead Guildford Surrey GU1 1DB; and
- (2) **THE AGENT** as set out in the Signature Page (the "Agent").

INTRODUCTION

- (A) Home & Legacy is an insurance intermediary and a credit intermediary authorised and regulated by the Financial Conduct Authority (FCA) to carry out insurance distribution and credit intermediation activities in accordance with the FSMA. HOME & LEGACY’s Financial Services Register number is 307523. This can be verified by visiting the Financial Services Register website at <http://www.fca.org.uk/register>.
- (B) The Agent is authorised and regulated by the FCA to carry out insurance distribution activity in accordance with FSMA.
- (C) The Agent wishes to introduce, advise upon and make arrangements to effect Insurance Contracts and Policies on behalf of Customers in return for payment of Commission on Policies sold.
- (D) HOME & LEGACY wishes to appoint the Agent to offer, advise upon and sell insurance contracts and policies to customers pursuant to the terms of this agreement in accordance with FSMA.

Now it is hereby agreed as follows

1 Interpretation

- 1.1 In this Agreement (including the Recitals and Schedules) except where the context otherwise requires, the following words and expressions shall have the following meanings. A defined term may be used in the singular or plural as appropriate:

“Appointed Representative”	has the same meaning as set out in the FCA Rules;
“Agreement”	means the terms and conditions herein including all the Schedules;
“Authorised Representative”	means any third party which may be instructed by HOME & LEGACY to undertake claims administration on its behalf as notified to the Agent in writing from time to time;
“Business Day”	means 9am to 5pm Monday to Friday other than a bank or public holiday in England and Wales;
“CASS”	means the Client Assets Sourcebook of the FCA’s Handbook;
“Change of Control”	means in relation to any company or other body corporate, the obtaining by any person who did not previously exercise control, of control of that company (or other body corporate) or of control of any of its holding companies, other than by a person in the same Group immediately prior to the obtaining of control. For these purposes, “control” shall have the meaning ascribed to it in section 416 of the Income and Corporation Taxes Act 1988;
“Claim”	means a claim by an insured Customer under a Policy;
“Client Money”	means monies collected from Customers that are not subject of a Risk Transfer Agreement with an Insurer;
“Commission”	means Commission as described in Clause 13 of this Agreement;
Complainant	means any person who makes a Complaint;
“Complaint”	shall have the meaning set out in the FCA Rules;
“Confidential Information”	means all information or data (whether oral, recorded in writing, in any other medium or by any other method) disclosed to or obtained by one Party from the other or from a third party, including any information relating to a Party’s operations, processes, plans, intentions, know how, design rights, trade secrets, software, market opportunities, and business affairs;
“Customer”	means an individual or corporate person whom the Agent can demonstrate to be an existing and/or prospective customer of the Agent who has requested or expressed an interest in a Policy;
“Customer Information”	means all data and other information relating to Customers held by or on behalf of the Agent or HOME & LEGACY in connection with this Agreement;

"Data Protection Legislation"	means the Data Protection Act 1998 and the rules and regulations made or having effect under it and any other applicable data protection laws relating to the protection of individuals with regards to the processing of personal data including: <ul style="list-style-type: none"> (i) EU Data Protection Directive 95/46/EC as implemented by EU Member States; (ii) The General Data Protection Regulation (EU) 2016/679 ("GDPR"); (iii) Directive 2002/58/EC ("E-Privacy Directive"); and/or (iv) any corresponding or equivalent national laws or regulations including any amendment, update, modification or re-enactment of such laws and the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Processing", "Appropriate Technical and Organisational Measures" and "Data Breach" shall all have the meanings given to those terms in Data Protection Legislation and related terms such as "Process" and "Processing" shall have corresponding meanings where capitalised;
"Effective Date"	means the date specified in the Signature Page;
"Event of Force Majeure"	means any event beyond the reasonable control of the Party concerned (and which does not relate to or arise by reason of default or negligence of the Party seeking to rely on the event) which renders impossible or substantially hinders its performance of this Agreement including, without limitation, conventional or nuclear war, riot, civil unrest, terrorism, insurrection, acts of civil or military authority, fire, Act of God, flood or other adverse weather condition, embargoes or shortages, but not including strikes or other forms of industrial action of either Party's employees, agents or sub-contractors;
"FCA"	means the Financial Conduct Authority its officers and agents and any successor regulator which may from time to time be recognised under the FSMA;
"FCA Rules"	means the FCA Handbook of rules and guidance as may apply from time to time;
"FSMA"	means the Financial Services and Markets Act 2000 and any amending or replacement legislation which regulates the carrying on of investment or financial business in the United Kingdom;
"General Insurance "	means such classes of general insurance business as are listed in Schedule 1 of the FSMA (Regulated Activities) Order 2001, excluding aircraft, ships, aircraft liability and liability for ships;
"Gross Premium"	means the Premium after deduction of any applicable IPT;
"Group"	has the same meaning as set out in the FCA Rules;
"Intellectual Property Rights"	means any and all present and future intellectual property of any kind whatsoever including but not limited to: <ul style="list-style-type: none"> (i) copyrights, patents, know-how, confidential information (including the Confidential Information), rights in trademarks, trade names, service marks, domain names, trade secrets and other confidential information, get up computer software and designs (in each case, whether registered or unregistered); (ii) Applications for registration, and the right to apply for registration, for any of the same; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world together with all or any goodwill relating to such intellectual property; (and "Intellectual Property" shall be construed accordingly);
"Insurer"	the insurer(s) who underwrite the Policies;
"IPT"	means Insurance Premium Tax charged in accordance with the Finance Act 1994 or any successor tax from time to time;
"Net Premium"	means Gross Premium after the deduction of Commission;
"Insurance Contracts"	means the HOME & LEGACY branded General Insurance contracts as may be notified in writing to the Agent by HOME & LEGACY from time to time;

“Insurance Documentation”	means the documentation produced by HOME & LEGACY which acts as a record of Customer Information supplied by the Agent for the purposes of arranging a Policy, including but not limited to the insurance schedule including any endorsements and individual terms and conditions that are or may be applicable to the Policyholder; the statement of facts document; and the insurance product information document;
“Mid-Term Adjustment”	means any variation to a Policy effected after the Policy commencement date;
“Party”	means HOME & LEGACY or the Agent and “Parties” shall be construed accordingly;
“Policy”	means an Insurance Contract or any other General Insurance contract transacted by the Agent through HOME & LEGACY for a Customer;
“Policy Documentation”	means the documentation which evidences a Policy comprising the Insurance Documentation and the policy wording (whether issued on the inception of a Policy or on renewal);
“Policyholder”	means a Customer in relation to whom HOME & LEGACY have agreed to arrange or underwrite on behalf of the Insurer(s) a new or renewed Policy;
“Premium”	means the premium payable by the Customer for the Policy including IPT;
“Regulatory Requirements”	means all legislation (including the FSMA) statutory and other rules, regulations, instruments and provisions in force from time to time, including (without limitation) the rules, codes of conduct, codes of practice, practice requirements and accreditation terms stipulated by any regulatory authority or body including (without limitation) the FCA or any trade body insofar as they relate to the performance of the various obligations under this Agreement;
"Regulated Activity"	shall have the meaning as defined in the FCA Rules;
“Risk Transfer”	means holding Premiums due to the Insurer or return Premiums due to Customers as agent for the Insurer;
“Signature Page”	means the Agents signed acknowledgement of receipt and agreement to comply with this Agreement;
“Significant Financial Difficulties”	means an event which would be likely to cause either Party in that Party’s reasonable opinion, to consider that the other Party or the other Party’s Group Company will be unable to continue to carry on its business as a going concern within three (3) months of the date upon which either Party became aware of such Significant Financial Difficulties, whether either Party has been notified by the other Party of any such Significant Financial Difficulties occurring or whether a Party has formed such view itself from information available at the time, including (but not limited to) information concerning the other Party or any company in the other Party’s Group’s share price and profit warnings announced (in the case of listed companies), financial information provided by reputable credit referencing agencies and any other publicly available information;
"Staff"	means in relation to the Agent or HOME & LEGACY (as applicable), its directors, senior managers, and any individuals employed by or contracted to that Agent or HOME & LEGACY;
“Schedule”	means the Schedule(s) attached to this Agreement;
“Sub-Agent”	means any intermediary including Appointed Representatives appointed by the Agent (if applicable) that have been approved in writing by HOME & LEGACY who wishes to introduce, advise upon and make arrangements to effect Policies on behalf of its Customers;
“Third Party”	means any person or entity which is not a party to this Agreement, including any contractors and any third party service providers; and
“VAT”	means value added tax.

- 1.2 The headings in this Agreement are for ease of reference only and are not intended and shall not affect its interpretation (save where they are used for the purpose of cross referencing).
- 1.3 Throughout this Agreement, whenever required by the context, the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any one gender shall include all other genders.
- 1.4 The Schedules to this Agreement constitute an integral part hereof shall be construed and shall have the same full force and effect as if expressly set out in the body of this Agreement.
- 1.5 References to any statute or any section of any statute include any statutory amendment, modification or re-enactment and instruments and regulations under it in force from time to time. References to any codes of practice

include any amendments or revisions from time to time.

- 1.6 Save where the context otherwise requires any reference to the Agent also includes the Agent's appointed Sub-Agents that have been approved in writing by HOME & LEGACY.

2 Commencement

This Agreement shall be deemed to have come into effect on the Effective Date and shall continue thereafter in full force and effect until terminated pursuant to Clause 24.

3 Condition Precedent

It is a condition precedent to and a continuing term of this Agreement that the Agent and any Sub-Agent (if applicable) has permission to undertake the Regulated Activities to be conducted under this Agreement.

4 The Agent

- 4.1 This Agreement is personal to the Agent. The Agent may not assign or sub-contract this Agreement or any benefit or obligation under it without HOME & LEGACY's prior written consent.
- 4.2 This Agreement shall not affect the Agent's obligation to act honestly, fairly, professionally and in the best interests of Customers at all times. The Agent must not at any time assist or be party to deliberate non-disclosure or deliberately mislead HOME & LEGACY or the Insurer(s) or misrepresent any risk or claim to HOME & LEGACY or the Insurer(s).
- 4.3 Except and to the extent that this Agreement provides otherwise the Agent remains for all purposes the agent of the Customer.
- 4.4 The Agent acknowledges that HOME & LEGACY has entered into this Agreement in reliance on information the Agent has provided to HOME & LEGACY about its ability, resources, integrity and commitment to comply with the FCA Rules. The Agent warrants to HOME & LEGACY that all of the information it has provided to HOME & LEGACY is true and accurate in all material respects and is not misleading. The Agent also agrees that it will promptly inform HOME & LEGACY of any material change in such information.
- 4.5 The Agent warrants that neither the Agent nor any of its partners/directors have ever been refused membership of or approval by, or had their membership terminated by any regulatory or professional body.

5 Appointment

- 5.1 In consideration of the Agents agreement to comply at all times subject to the terms and conditions of this Agreement, HOME & LEGACY hereby appoints the Agent at its own expense to introduce Customers to HOME & LEGACY with a view to effecting a Policy.
- 5.2 The Agent agrees that it shall use reasonable endeavours to advertise, market and sell the Insurance Contracts to Customers who fall within the identified target market.
- 5.3 Nothing in this Agreement shall require HOME & LEGACY to accept any proposal for a Policy or the renewal of any existing Policy or to maintain cover in respect of an existing Policy if HOME & LEGACY at its sole discretion declines to do so.
- 5.4 The Agent is not empowered to bind any Policy or to impose any liability on HOME & LEGACY or the Insurer(s) in respect of a Policy, whether written or oral, or by conduct.
- 5.5 The Agent is not permitted to sub delegate any authority or permission, (including Risk Transfer), granted by HOME & LEGACY or the Insurer(s) to its Sub-Agents or any Third Party unless written permission has been granted by HOME & LEGACY under this Agreement.
- 5.6 The Parties shall communicate with each other in a way that is clear, fair and not misleading and shall act honestly, fairly, professionally and in the best interests of Customers.
- 5.7 The Parties shall manage conflicts of interest fairly, take all reasonable steps to identify conflicts of interest and maintain and operate effective organisational and administrative arrangements to prevent conflicts from damaging Customer interests.
- 5.8 HOME & LEGACY shall provide the Agent with appropriate information about the Insurance Contracts or Policies to ensure the Agent can give Customers suitable advice and or guidance. For the Insurance Contracts this information will include details of the identified target market and how the Insurance Contracts could meet the demands and needs of those Customers.
- 5.9 The Agent agrees to inform HOME & LEGACY should it become aware of any circumstances that indicate an Insurance Contract may not be in line with the interests, objectives and characteristics of the identified target market or that may adversely affect Customers.
- 5.10 When selecting the Insurer(s) for the Insurance Contract HOME & LEGACY shall take into account the Insurer's financial standing and HOME & LEGACY's understanding of the market conditions. HOME & LEGACY's assessment of an Insurer shall be subjective and HOME & LEGACY cannot guarantee the future ability of any Insurer to meet its obligations.
- 5.11 Where business is introduced by the Agent electronically the Agent agrees to adhere to the additional provisions of Schedule 2 to this Agreement as may be amended by HOME & LEGACY on reasonable notice from time to time.

6 New Business

- 6.1 The Agent shall be responsible for ensuring that all Customer Information it supplies to HOME & LEGACY in relation to any proposed Insurance Contract or Policy, (regardless of the method of provision) is complete and accurate. In gathering the Customer Information to supply to HOME & LEGACY the Agent will take care to ask the Customer all required relevant and appropriate questions clearly and in an understandable manner. The Agent accepts that if the information it provides to HOME & LEGACY is not complete and accurate the Insurer:
- 6.1.1 May cancel the Policy and refuse to pay any claims; and/or
 - 6.1.2 May not pay any claim in full; and/or
 - 6.1.3 May revise the Gross premium and/or change the excess; and/or
 - 6.1.4 Vary the extent of the cover.
- 6.2 The Agent will always use reasonable endeavours to ensure that complete Customer Information is disclosed to HOME & LEGACY accurately and in a timely manner.
- 6.3 The Agent agrees to inform HOME & LEGACY as soon as possible of any changes in the Customer's circumstances that may affect the cover under any proposed Policy.
- 6.4 HOME & LEGACY will record the Customer Information provided by the Agent in relation to a proposed Policy in the Insurance Documentation which will be issued to the Agent.
- 6.5 Following the conclusion of a Policy HOME & LEGACY will confirm the Policy cover to the Agent by issuing the Policy Documentation.
- 6.6 Before issuing Insurance Documentation or Policy Documentation to a Customer the Agent will be responsible for checking that it accurately reflects their Customer's demands and needs, the risks they want to insure and the level of cover required. Any variance with the Agent's or the Customer's understanding must be advised to HOME & LEGACY within seven (7) Business Days of receipt of the documentation.
- 6.7 The Agent will inform HOME & LEGACY if their Customer would prefer to receive communication about the Insurance Contract or Policy in paper format.
- 6.8 The Agent, where there is a need to confirm cover in respect of an Insurance Contract or Policy to the Customer before receipt of the Policy Documentation, will thoroughly check any Insurance Documentation or written communication issued by HOME & LEGACY setting out any terms and conditions as may be required by the Insurer as a prerequisite to providing cover under an Insurance Contract or Policy; and will arrange for the Customer to satisfy any conditions which need to be satisfied as a condition precedent to inception or continuation of cover. Any variance with the Agents understanding must be advised to HOME & LEGACY as soon as possible or within seven (7) Business Days after receipt of the written communication from HOME & LEGACY setting out such terms and conditions.

7 Mid Term Adjustments and Renewals

- 7.1 A mid-term adjustment is a variation to a Policy and the Agent will use reasonable endeavours to ensure that upon notification of changes by a Policyholder it asks the Policyholder to provide complete and accurate answers to the questions it asks and reminds the Policyholder of the consequences of not doing so.
- 7.2 The Agent agrees to inform HOME & LEGACY as soon as possible of any changes in the Customer's circumstances that may affect the cover offered by the Insurer(s) under a Policy.
- 7.3 If the Agent asks HOME & LEGACY to make a mid-term change a Policy and the terms and conditions have changed since the Policy first commenced or renewed, HOME & LEGACY will inform the Agent of this and provide a written explanation for the changes to those terms and/or conditions.
- 7.4 If an Insurance Contract is cancelled by the Policyholder the Agent agrees it will assist HOME & LEGACY by collecting the published cancellation fee charged by HOME & LEGACY from the Policyholder.
- 7.5 HOME & LEGACY will endeavour to issue renewal documentation for expiring Policies to the Agent within such timeframe as will allow the Agent to comply with the Regulatory Requirements.
- 7.6 When issuing the renewal documentation for a Policy HOME & LEGACY will indicate the renewal Premium together with the details of the Premium the Policyholder paid for their cover at the start of the previous period of insurance. If the Policyholder made any mid-term changes to their Policy that affected the Premium HOME & LEGACY will also indicate the amount the Policyholder would have paid at the start of last year having taken those changes into account.
- 7.7 The Agent will be responsible for all other Regulatory Requirements in relation to renewal transparency as set out in the FCA Rules.
- 7.8 The Agent will pass the renewal documentation issued by HOME & LEGACY as soon as possible and unaltered to the Policyholder together with details of any changes in the terms and conditions that will apply to the Policy or to the items covered from the renewal date.
- 7.9 The Agent will remind the Policyholder about what Customer Information the Insurer holds; ask the Policyholder to confirm that it remains correct; and remind the Policyholder of the consequences of not doing so.
- 7.10 The Agent has no authority to make any changes to markings on or amendments to the face or content of the renewal documentation issued by HOME & LEGACY.
- 7.11 Confirmation of renewal instructions must be passed to HOME & LEGACY by the Agent before or on the renewal date. If instructions are not received in time the Customer's Policy will be lapsed and a new Policy will be required.

- 7.12 If the Policyholder is paying the Premium using the premium finance facilities offered by HOME & LEGACY and decides that they do not want to renew their Policy, or does not want to continue to pay their Premium using the HOME & LEGACY premium finance facility the Agent must inform HOME & LEGACY of this on or before the renewal date. If HOME & LEGACY is not informed Policy will automatically be renewed.
- 7.13 If HOME & LEGACY and/or the Insurer(s) decide not to invite renewal of an expiring Policy, HOME & LEGACY will advise the Agent of this within such timeframe as will allow the Agent to comply with the Regulatory Requirements.

8 Claims

The Agent must advise HOME & LEGACY or HOME & LEGACY's Authorised Representatives as soon as possible upon receipt of notice of a Claim from a Policyholder. The Agent has no authority to act on behalf of HOME & LEGACY or the Insurer(s) in respect of any Claims and, in particular, is not authorised to commit HOME & LEGACY or the Insurer(s) in any way or to arrange a Claim settlement.

9 Complaints and Complaints Handling

- 9.1 The Agent will advise and forward to HOME & LEGACY promptly upon receipt, full details any Complaints or other expressions of dissatisfaction or feedback which relate in any way to activities for which HOME & LEGACY is responsible.
- 9.2 Where a Complaint that is received by the Agent (directly or otherwise) relates to an activity for which HOME & LEGACY is responsible pursuant to this Agreement the Agent shall:
- 9.2.1 Co-operate with HOME & LEGACY in the investigation and resolution of any such Complaint and if so required allow HOME & LEGACY to deal directly with the Complainant;
- 9.2.2 Make no statement representation or response (other than an acknowledgement of receipt) to a Complainant or his representative without prior consultation with and HOME & LEGACY's written approval;
- 9.3 HOME & LEGACY will promptly notify the Agent about any Complaints or other expressions of dissatisfaction which it receives about the Agent or about HOME & LEGACY where the Complaint relates to a Policy that has been arranged via the Agent.
- 9.4 Where a Complaint that is received by HOME & LEGACY (directly or otherwise) relates to an activity for which the Agent is responsible HOME & LEGACY shall:
- 9.4.1 co-operate with the Agent in the investigation and resolution of any such Complaint and;
- 9.4.2 Make no statement representation or response (other than an acknowledgement of receipt) to a Complainant or his representative without prior consultation with and the Agent's written approval.

10 No Sub-Delegation

- 10.1 The Agent may not delegate to any other intermediary or use the services of any Third Party directly or indirectly to perform any of the Agents obligations under this Agreement or to introduce General Insurance to HOME & LEGACY unless prior permission has been granted under this Agreement in accordance with the terms and conditions as set out in Schedule 3, hereunder. For the avoidance of doubt this does not include the Agent's IT provider.
- 10.2 Where such permission has been extended by HOME & LEGACY under this Agreement Schedule 3 will apply.
- 10.3 The Agent will
- 10.3.1 Ensure and warrant to HOME & LEGACY that any such intermediary or Third Party is either authorised directly by the FCA or exempt;
- 10.3.2 Notify HOME & LEGACY of the name, address and regulatory status of any such intermediary or Third Party for approval prior to the Effective Date or appointment if later;
- 10.3.3 remain liable to HOME & LEGACY under this Agreement irrespective of any arrangement the Agent may make with any other intermediary or Third Party;
- 10.3.4 Procure and ensure that any such intermediary or Third Party complies with the terms of this Agreement.
- 10.4 HOME & LEGACY may at its discretion require the Agent to cease introducing General Insurance through any such intermediary or Third Party immediately.

11 Responsibility for Premium

- 11.1 HOME & LEGACY has consent from the Insurer(s) to extend Risk Transfer to the Agent and (if applicable) to the Agent's Sub-Agent(s). Risk Transfer will be in place once the Customer has paid the Premium to the Agent (or the Agent's Sub-Agent(s)). The Insurer(s) have agreed that the Agent (or their Sub-Agent(s)) must either:
- 11.1.1 Open and operate a segregated bank account with an approved bank (as defined by the FCA) for the banking of all of its Premium (and refund of Premium) monies, including such insurance monies that relate to other insurers that may have agreed to Risk Transfer. Such bank account shall be held on trust for Insurer(s) and designated as an "insurance broking trust account" or "insurance bank trust account" or in such other manner to distinguish the account from the Agent's general funds; or
- 11.1.2 Co-mingle monies relating to this Agreement with Client Money (maintained in a statutory or non- statutory trust client money bank account) as permitted under the FCA Client Money rules (set out in CASS 5).

- 11.2 The Insurer(s) have consented to the co-mingling of monies collected under the agreement of Risk Transfer, with Client Money (statutory or non-statutory trust client money bank accounts) and have agreed that such monies will be subordinated to the prior claims of Customers whose money is subject to such trusts.
- 11.3 The Agent is, subject to the agreement of the Customer, entitled to any interest or investment income earned on the monies referred to above.
- 11.4 The Agent will be responsible for the payment of Premium to HOME & LEGACY in accordance with the provisions of this Agreement.
- 11.5 The Agent shall inform HOME & LEGACY within thirty (30) calendar days of the commencement or renewal of a Policy or following a mid-term change to an existing Policy if it fails to obtain any part of the Premium from a Policyholder. If the Agent fails to properly notify HOME & LEGACY the Agent shall be responsible for the payment of the Premium irrespective of receipt of payment from the Policyholder or any Sub-Agent.

12 Credit Periods

- 12.1 HOME & LEGACY will allow the Agent a period of credit within which to account to HOME & LEGACY. The credit period is set out in Schedule 1.
- 12.2 HOME & LEGACY may amend, vary, suspend or withdraw any credit period which it allows the Agent forthwith by notice if the Agent fails to comply with this Agreement or where HOME & LEGACY in its reasonable opinion consider it necessary to do so in order to protect its interests; and any monies held by the Agent on behalf of the Insurer(s) will become immediately due and payable to HOME & LEGACY.

13 Commission

- 13.1 HOME & LEGACY will pay the Agent Commission on each Policy concluded or renewed in consequence of an introduction under this Agreement subject to the conditions set out in sub-Clauses 13.4 to 13.7 inclusive.
- 13.2 HOME & LEGACY may vary the Commission rates at any time but will give notice to the Agent of its intention to do so.
- 13.3 The Agent may subject to the terms of this Agreement deduct Commission from the Gross Premium due in respect of Policies issued and account to HOME & LEGACY with the Net Premium together with IPT at the end of the relevant credit period but HOME & LEGACY reserve the right to withdraw this facility at any time if the Agent fails to comply with any of the terms of this Agreement or where HOME & LEGACY in its reasonable opinion consider it necessary to do so in order to protect HOME & LEGACY's interests.
- 13.4 Where HOME & LEGACY returns any part of the Premium to a Policyholder the Agent will immediately repay HOME & LEGACY the equivalent proportion of Commission.
- 13.5 The Agent is not entitled to Commission
 - 13.5.1 unless it has received instructions to act on behalf of the Customer in relation to the Policy and has received the Premium in cleared funds from the Customer;
 - 13.5.2 until (if applicable) the first instalment due under any credit facility granted to the Policyholder on behalf of HOME & LEGACY in relation to the Premium for Policy has been paid to HOME & LEGACY;
 - 13.5.3 on the renewal of any Policy or consequent upon any other event which occurs after this Agreement has terminated;
 - 13.5.4 more than once on each Gross Premium paid for each Policy issued pursuant to this Agreement;
 - 13.5.5 on any part of the Premium which includes or consists of any tax or levy;
 - 13.5.6 on any handling charge in respect of any credit facility granted to the Policyholder on behalf of HOME & LEGACY (if applicable) in relation to the Premium.
- 13.6 Where more than one party claims entitlement to Commission it shall be at HOME & LEGACY's discretion to determine how such Commission (if any) shall be apportioned (if at all) between such parties.
- 13.7 Where any dispute arises between the Agent and another intermediary concerning or relating to entitlement to or reimbursement of Commission, HOME & LEGACY reserve the right to decide who shall receive or reimburse such Commission.

14 Settlement and Accounts

- 14.1 HOME & LEGACY will prepare and provide the Agent in either paper or electronic format each calendar month, a statement of account (the "Statement of Account");
- 14.2 The Agent will reconcile the Statement of Account with its own records and settle the amount shown on each monthly Statement of Account in accordance with the requirements as detailed in Schedule 1;
- 14.3 The Agent will settle the amount shown on the Statement of Account irrespective of any:
 - 14.3.1 Credit arrangements made with or credit facilities procured for the Customer;
 - 14.3.2 Delays due to any deficiencies in its own accounting systems;
 - failure on the part of the Customer to pay the Premium or the Agents inability to collect the Premium unless the Agent has notified HOME & LEGACY in accordance with the requirements of sub-Clause 11.5.
- 14.4 HOME & LEGACY reserve the right to charge the Agent interest on any amount which is overdue to HOME & LEGACY equal to 3% above the base rate from the date on which such amount was due to be paid.

15 Promotional Material

- 15.1 From time to time HOME & LEGACY will provide the Agent with promotional material in respect of the Insurance Contracts; or other promotional material.
- 15.2 The Agent will not under any circumstances reproduce or re-brand such materials without prior written consent from HOME & LEGACY.

16 Registered Trade Marks

- 16.1 Neither Party shall use the other Party's Intellectual Property Rights other than in accordance with and for the purposes of this Agreement, unless the other Party provides its prior written consent to such use.
- 16.2 Each Party shall keep the other indemnified from and against direct and fully mitigated losses, proceedings and reasonable costs and expenses (including legal costs), arising out of or in connection with any claim, proceedings, action or demand made or raised by any person in which it is alleged that use of the other Parties Intellectual Property Rights for any of the purposes of this Agreement does or may infringe the rights of any person.
- 16.3 Neither Party shall, by virtue of this Agreement (other than as set out in this Clause), acquire any proprietary right, title or interest to or in any trade mark, trade name or logo belonging to the other Party (or to any member of that other Party's Group).
- 16.4 Except as provided by this Agreement neither Party shall without the prior written consent of the other Party make use of any trade mark copyright or indication of origin belonging to the other Party (or to any member of its Group).
- 16.5 The Agent shall not adopt as a trade mark any mark or name so resembling any of HOME & LEGACY's (or to any member of its Group) as is likely to cause confusion or deception.
- 16.6 The Agent agrees that it shall not itself and shall not procure a Third Party to apply to register in any jurisdiction any mark or name identical to or similar to any trade mark (whether or not registered) comprised in HOME & LEGACY (or to any member of its Group).

17 Confidential Information

- 17.1 Save as expressly provided in this Agreement, the Parties agree that they shall not, directly or indirectly either alone or jointly with any other person use, disclose or otherwise divulge any Confidential Information relating to the other party to any Third Party.
- 17.2 The obligations of confidentiality set out in sub-Clause 17.1 shall not apply to information which is:
 - 17.2.1 required to be shared with other insurers, reinsurers, credit reference agencies and information agencies with regard to credit agreements, policies and claims primarily to help assess risks, handle claims and prevent fraud;
 - 17.2.2 Required to be disclosed by law or by any regulator of either Party or by an Ombudsman;
 - 17.2.3 Lawfully in the possession of the other Party at the time of the disclosure;
 - 17.2.4 In the public domain otherwise than through a breach of this Agreement; or
 - 17.2.5 to the extent that the other Party acquires or has acquired such Confidential Information free from any obligation or confidentiality from a third party who is not in breach of any obligation as to confidentiality to either Party; or
 - 17.2.6 disclosed to the professional advisers lawyers, auditors of each Party provided that those professional advisers, lawyers, auditors owe a duty of confidentiality to the disclosing party no less onerous than the confidentiality obligations set out in this Clause 17.
- 17.3 Each Party will ensure that all of its employees or Sub-Agents to which Confidential Information is disclosed are aware prior to receiving the Confidential Information in question of the relevant Party's obligations pursuant to this Clause 17.
- 17.4 As between the Parties, all Confidential Information shall be owned solely by the disclosing Party. The unauthorised disclosure or use of such Confidential Information could cause irreparable harm and significant injury which may be difficult to ascertain. Accordingly, the disclosing Party shall have the right to seek an immediate injunction against any such unauthorised disclosure or use.
- 17.5 Each Party shall operate adequate procedures designed to ensure compliance with this Clause.

18 Electronic and Telephone Trading

- 18.1 HOME & LEGACY may agree to trade with the Agent using electronic trading or electronic mail arrangements. Where HOME & LEGACY agrees to trade with the Agent in this way the Agent will observe and comply with all such codes of conduct and operational instructions as HOME & LEGACY shall issue from time to time, and shall enter into such agreements in such form as HOME & LEGACY shall reasonably require for recording such arrangements. Where HOME & LEGACY has agreed to accept business introduced by the Agent pursuant to this Agreement by electronic trading the additional provisions of Schedule 2 will apply.
- 18.2 HOME & LEGACY may agree to trade with the Agent by telephone. Where HOME & LEGACY does so the Agent will comply with all such codes of conduct and methods of operation as HOME & LEGACY shall issue from time to time and the Agent hereby acknowledges that any incoming and outgoing telephone calls may be recorded by HOME & LEGACY for mutual protection and training and monitoring purposes.

19 Audit

- 19.1 HOME & LEGACY shall maintain proper and adequate books of account and records of all matters for which it is responsible or are relevant for the purposes of this Agreement during the course of this Agreement and for a period of at least six (6) years following termination of this Agreement. Without limitation, such records shall be sufficient:
- 19.1.1 for HOME & LEGACY to comply with its obligations under this Agreement;
 - 19.1.2 To verify and demonstrate HOME & LEGACY's compliance with the Regulatory Requirements.
- 19.2 The Agent shall maintain proper and adequate books of account and records of all matters for which it is responsible or are relevant for the purposes of this Agreement during the course of this Agreement and for a period of six (6) years following termination of this Agreement. Without limitation, such records shall be sufficient:
- 19.2.1 for the Agent to comply with its obligations under this Agreement;
 - 19.2.2 To verify and demonstrate the accuracy of information or data supplied to HOME & LEGACY from time to time; and
 - 19.2.3 To verify and demonstrate the Agent's compliance with the Regulatory Requirements.
- 19.3 Either Party (or its representatives) and the FCA during the period of this Agreement and for a period of six (6) years thereafter shall be entitled to inspect and audit any documents or records held or maintained or controlled by the other Party which relate in any way whatsoever to this Agreement for the purpose of verifying compliance with the terms of this Agreement and/or the Regulatory Requirements. The person undertaking the audit shall be entitled to take or make copies of any such document or record and, for the purpose of exercising its rights under this Clause 19, shall be entitled to enter any office or other premises occupied by the Party being audited at any time during normal business hours upon the auditing Party giving reasonable notice to the Party being audited.
- 19.4 In any such audit each Party shall permit the other Party the opportunity to meet with management personnel to enable such auditing Party to verify that the other Party is complying with its obligations under this Agreement and to verify the records, Such audits will not take place more than once in any year unless required to comply with the requirements of the FCA.
- 19.5 Should the Parties mutually agree following any such inspection of the records that either Party has been underpaid or overpaid (as the case may be) (in the absence of any dispute) the Party in credit to the extent of such under or over payment shall reimburse the amount of such under or over payment to the other Party within five (5) Business Days of the date of completion of such audit and agreement of the said underpayment between the Parties. In the event the Parties are unable to agree the amount of such under or over payment the Parties will endeavour to resolve the matter by non-binding mediation.

20 Right of Set-Off

- 20.1 HOME & LEGACY shall be entitled but not obliged at any time or times without notice to the Agent to set off any liability owed to HOME & LEGACY against any liability HOME & LEGACY owes to the Agent (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated). Any exercise by HOME & LEGACY of its rights under this sub-Clause 20.1 shall be without prejudice to any other rights or remedies available to HOME & LEGACY under this Agreement or otherwise.
- 20.2 The Agent shall be entitled but not obliged at any time or times without notice to HOME & LEGACY to set off any liability owed to the Agent against any liability the Agent owes to HOME & LEGACY (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated). Any exercise by the Agent of its rights under this sub-Clause 20.2 shall be without prejudice to any other rights or remedies available to the Agent under this Agreement or otherwise.

21 Statutory and Compliance

- 21.1 The Agent will comply with all Regulatory Requirements and any other obligations for which it is liable under this Agreement.
- 21.2 HOME & LEGACY will comply with all Regulatory Requirements and any other obligations for which it is liable under this Agreement.

22 Obligation to Notify Changes

- 22.1 The Agent will notify HOME & LEGACY immediately in writing on the occurrence of any of the following circumstances:
- 22.1.1 if the Agent or any Sub-Agents (if applicable) become subject to disciplinary action by the FCA which significantly affects either the Agent's or HOME & LEGACY's ability to perform the duties required under this Agreement;
 - 22.1.2 If the Agent's business address changes;
 - 22.1.3 If any changes occur in the ownership, name, partners, or controllers or capital structure of the Agent's business;
 - 22.1.4 If the Agent takes over or acquires another General Insurance intermediary or its business or any part thereof; or if the Agent's business merges or is to merge with that of any General Insurance intermediary;

- 22.1.5 if the Agent or any Sub-Agents (if applicable) becomes bankrupt, insolvent, go into liquidation, administration or receivership or make any arrangement with any of the Agents creditors;
- 22.1.6 If the Agent or any Sub-Agents (if applicable) or any owner, partner, director or controller of the Agent's or any Sub-Agents' business is or becomes subject to disciplinary proceedings instituted by a professional or other body;
- 22.1.7 if the Agent or any Sub-Agents (if applicable) or any owner, partner, director or controller of the Agents business is convicted of or charged with any criminal offence, which results in a custodial sentence (whether suspended or not) or a community service order.

23 Personal Data and Data Protection

- 23.1 Either Party may obtain and Process Personal Data belonging to the other Party or supplied by Third Parties, to the extent necessary for the proper administration of this Agreement.
- 23.2 The Personal Data of the Agent or Staff may be used by HOME & LEGACY for the following purposes:
 - 23.2.1 To search the files of credit reference and fraud agencies, who may keep a record of the search;
 - 23.2.2 To support business development for example, by carrying out surveys or market research, or by providing information about HOME & LEGACY's products and services;
 - 23.2.3 To communicate about any other general matters that relate to this Agreement.
- 23.3 The Agent must ensure that it procures the consent of all Data Subjects referred to within sub-Clause 23.2 for the disclosure of their Personal Data to HOME & LEGACY for the purposes detailed within sub-Clauses 23.2.1 to 23.2.3 inclusive.
- 23.4 Where the Agent collects Personal Data from Customers, Policyholders or Data Subjects (other than the Agent or Staff) for the purposes of this Agreement the Agent will ensure an appropriate fair processing notice has been provided which includes notification that the Personal Data collected may be transferred outside the EEA.
- 23.5 The Personal Data referred to in sub-Clause 23.4 will be used by HOME & LEGACY to provide quotes for Customers, administer Policies and Policyholder claims to meet contractual requirements for Policyholders; to administer third party claims, deal with complaints and prevent financial crime to meet legal obligations; to manage the HOME & LEGACY business and to conduct market research to meet HOME & LEGACY's legitimate business needs; (the "Purposes").
- 23.6 The Personal Data will be Processed only for so long as is reasonably necessary to achieve the Purposes required for under the terms of this Agreement, or as required by law or contract.
- 23.7 HOME & LEGACY may share the Personal Data collected for the Purposes with:
 - 23.7.1 Credit reference, fraud prevention and other agencies, for example; the Motor Insurance Database (MID) and the Insurance Fraud Bureau (IFB);
 - 23.7.2 Approved suppliers, for example vehicle repairers, legal advisors, loss adjusters, premium finance companies and risk surveyors;
 - 23.7.3 Insurers, third party underwriters, reinsurers, regulators, law enforcement, the Financial Ombudsman Service (FOS); and other organisations that provide services;
 - 23.7.4 Prospective buyers in the event that Allianz Holdings plc wishes to sell all or part of its business. HOME & LEGACY is a wholly owned subsidiary of Allianz Holdings plc.
- 23.8 Each Party confirms that they each shall from time to time act as Data Controller or Data Processor in relation to the Personal Data. Each party warrants and represents that in relation to this Agreement they will comply with all the requirements of the Data Protection Legislation.
- 23.9 Where a Party, or (if applicable) its sub-contractors, acts as Data Processor, it shall, or (if applicable) shall procure that its sub-contractors shall, at its own cost:
 - 23.9.1 Process the Personal Data only in accordance with the Data Controller's written instructions and to the extent reasonably necessary for the performance of its obligations under this Agreement (except where it is required by applicable law to Process such Personal Data otherwise). If the Data Processor is ever unsure as to the parameters of the instructions issued by the Data Controller it shall immediately revert to the Data Controller for the purpose of seeking clarification;
 - 23.9.2 Not do or permit anything to be done through any act or omission which would cause the Data Controller or any affiliate of the Data Controller to incur any liability under any Data Protection Legislation. The Data Processor shall co-operate fully with the Data Controller in respect of any matter which in the opinion of the Data Controller is required for ensuring the Data Controller's continued compliance with the Data Protection Legislation;
 - 23.9.3 Take reasonable, appropriate steps to ensure the reliability of any of personnel who have access to the Personal Data and to ensure they are appropriately trained and that any personnel responsible for processing the data are subject to a duty of confidentiality;
 - 23.9.4 Not retain any Personal Data for longer than is necessary to perform its obligations under this Agreement or under applicable law and regulation and upon the Data Controller's reasonable request, securely destroy or return such Personal Data;

- 23.9.5 Maintain up to date written records of all Personal Data Processed and all Processing activities carried out under this Agreement containing the information prescribed in applicable Data Protection Legislation. The Data Processor shall promptly make these records available to the Data Controller, the Information Commissioner and any applicable law enforcement authority immediately upon the Data Controller's request;
- 23.9.6 without prejudice to its other obligations arising from this Agreement:
- (i) implement Appropriate Technical and Organisational Measures to ensure the security of any Personal Data held (including appropriate encryption) and to avoid a data breach. When considering what measures are appropriate, the Data Processor shall have regard to the state of technological development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from a data breach;
 - (ii) provide the Data Controller with such assistance in ensuring compliance with its obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of Processing and the information available to the Data Controller, and
 - (iii) promptly (but in any event within 24 hours of becoming aware) notify the Data Controller of any request to perform an activity in breach of the Data Protection Legislation or of any actual or attempted data breach and take such steps as the Data Controller, the Information Commissioner or any other law enforcement authority may reasonably require, within the timescales required by such entities, to remedy such breach and provide such further information as any of those entities may reasonably require;
- 23.9.7 immediately refer to the Data Controller any requests, notices or other communication from Data Subjects, the Information Commissioner, any other law enforcement authority or any other relevant third parties, to the extent permitted by applicable law, and provide the Data Controller, at no additional cost, with all reasonable information, assistance and cooperation it requests in relation to any:
- (i) Exercising of any Data Subject rights under the Data Protection Legislation;
 - (ii) Claim for damages under the Data Protection Legislation; and/or
 - (iii) investigation or enforcement activity by the Information Commissioner or any other regulator, relating to, connected with, or arising out of the Processing of the Personal Data.
- 23.10 It is acknowledged that each Party may transfer Personal Data outside the EEA and where any Personal Data is transferred outside the EEA it will at all times be held securely and the transferor shall comply with all applicable Data Protection Legislation.
- 23.11 Each Party hereby permits the other to engage sub-contractors to act as Data Processors to Process the Personal Data on their behalf provided always that such Processing is carried out in accordance with the Data Protection Legislation and sub-Clause 23.6 above and that each party remains liable to the other for the activities of any third party Processor appointed on their behalf.
- 23.12 Each Party shall procure that all of its employees, consultants, agents and sub-contractors undertake to comply with the provisions set out herein and shall ensure that any Third Parties are engaged on a written agreement giving commitments in relation to the Processing of Personal Data no less onerous than those set out in this Agreement. Each Party shall be fully liable for the acts of any of their Third Party consultants, agents and sub-contractors in relation to the Personal Data.
- 23.13 Each Party's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising from or in connection with a breach in respect of the Data Protection Legislation shall not exceed £1,000,000 (one million pounds) for any single event or series of related events.

24 Termination of Appointment

- 24.1 Either Party may terminate this Agreement at any time by serving thirty (30) days written notice of the termination upon the other.
- 24.2 This Agreement may be terminated by either Party giving to the other immediate written notice in any of the following circumstances:
- 24.2.1 Where the other Party commits any material breach of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within thirty (30) Business Days after receipt of a written notice requiring it to be remedied. For the purposes of this sub-clause a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to time of performance (provided time of performance is not of the essence);
 - 24.2.2 where the other Party does not hold, or ceases to hold, any authorisation, permission or licence required from time to time by the Regulatory Requirements for the performance of its obligations under this Agreement;
 - 24.2.3 Where an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the other Party;
 - 24.2.4 Where the other Party makes any voluntary arrangement with its creditors or becomes subject to an administration order;

- 24.2.5 where the other Party becomes bankrupt, insolvent or goes into liquidation (except for the purposes of a solvent amalgamation or reconstruction and in such manner that the body resulting there from effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement);
 - 24.2.6 Where anything analogous to any of the events described in sub-Clauses 24.2.2 to 24.2.5 (inclusive) occurs in relation to the other Party in any jurisdiction;
 - 24.2.7 Where the other Party ceases or threatens to cease to carry on business or announces that it does not intend to carry on business;
 - 24.2.8 Where the Party giving notice has reasonable grounds for suspecting fraud or dishonesty by the other Party or by the other Party's employees, agents or independent contractors;
 - 24.2.9 if an event occurs whereby either Party experiences Significant Financial Difficulties, or where a company in either Party's Group experiences Significant Financial Difficulties (if such Significant Financial Difficulties would have a material adverse effect on either Party or the ability of either Party to carry out its obligations under this Agreement);
 - 24.2.10 if either Party does something material, or are alleged to have done something material which, in the other Party's reasonable opinion, could damage or has damaged the other Party's brand, or its reputation or goodwill;
 - 24.2.11 the other Party is subject to any disciplinary proceedings pursuant to Regulatory Requirements which may have a material impact on its reputation and ability to undertake business in relation to the Products; or
 - 24.2.12 the other Party is in breach of the provisions of Clause 42 (Anti-bribery).
- 24.3 HOME & LEGACY may terminate this Agreement on immediate notice in any of the following circumstances:
- 24.3.1 Upon death of an Agent that is a sole trader;
 - 24.3.2 For any breach or an alleged or threatened breach by the Agent or any Sub-Agents (if applicable) of the FSMA or the FCA Rules in the course of conducting any of its obligations under this Agreement.
- 24.4 Either Party ("the Effected Party") may terminate the Agreement, by thirty days (30) days written notice served after the date on which it becomes aware of a Change of Control of the other Party's Group.
- 24.5 The right to terminate this Agreement under this Clause 24 shall be without prejudice to any accrued rights and obligations prior to termination and any other right or remedy of either party in respect of the breach concerned (if any) or any other breach. Termination of the Agreement for any reason shall not affect any clause in the Agreement expressed or from its content clearly intended to apply after termination as well as before.

25 Termination Consequences

- 25.1 The obligations and actions set out in the following sub-Clauses shall all arise immediately upon termination for whatever reason and whether such termination is legal or not.
- 25.1.1 The Agent shall cease to offer Insurance Contracts or Policies or hold itself out as authorised to offer Insurance Contracts or Policies on HOME & LEGACY's behalf.
 - 25.1.2 The Agent shall continue to pass on paperwork or communicate with HOME & LEGACY relating to events occurring prior to termination.
 - 25.1.3 The Agent will cease using HOME & LEGACY's property and make reasonable efforts to return or destroy all documents bearing HOME & LEGACY's name and any other property of HOME & LEGACY that it has in its possession.
 - 25.1.4 The Agent's right to receive Commission in respect of future Gross Premiums on existing Policies which have been issued under this Agreement will cease.
 - 25.1.5 Any Credit Period which HOME & LEGACY may have allowed the Agent will cease and the Agent will pay immediately and without delay all monies due and owing to HOME & LEGACY.
 - 25.1.6 HOME & LEGACY will prepare a Statement of Account showing the amount owed and due between the Parties. The Statement of Account will be settled by the Party who owes the balance on the Statement of Account. If thereafter any further amounts are identified as being owed they will be paid immediately by the Party who owes the balance upon demand.
- 25.2 Upon termination of this Agreement save where specifically provided otherwise herein, the rights and obligations of the Parties hereto shall continue as appropriate, in accordance with the provisions of the Agreement in respect of Policies placed or written under this Agreement and continuing at the time of termination until such Policies have expired or otherwise been terminated.
- 25.3 Where HOME & LEGACY terminates this Agreement under sub-Clauses 24.2 or 24.3 or the Agreement terminates under sub-Clauses 24.1 or 24.4, HOME & LEGACY reserves the right to and may deal direct with Policyholders for the purpose of administering, maintaining and updating the Policyholders insurance cover; dealing with any claims arising under such cover if the Agent is longer able to perform its duties, and where necessary in order to comply with contractual or Regulatory Requirements.
- 25.4 Termination for any reason shall be without prejudice to any rights, claims or actions which one Party may have against another in respect of any matter occurring prior to termination. In addition, termination of this Agreement for any reason shall not effect those provisions which are expressed to operate or have effect after termination.

25.5 For the avoidance of doubt, the mutual provisions for audit under Clause 19 shall continue to apply following termination of this Agreement.

26 Customer Relationship and Information (Non solicitation)

26.1 Except as provided under Clause 25 and as set out in sub-Clause 26.2 below, HOME & LEGACY will not use information acquired from the Agent during the currency of the Agreement or following termination in connection with the General Insurance transacted through this Agreement other than to administer and perform the Insurance Contracts or Policies to which it relates.

26.2 HOME & LEGACY may deal direct with Policyholders in order to fulfil Regulatory Requirements.

26.3 HOME & LEGACY may market its products and services to Customers who contact HOME & LEGACY directly or who hold Insurance Contracts or Policies as a consequence of having been introduced through another source.

27 Notices

27.1 Any notice given by either Party under this Agreement shall be in writing and shall be served by delivering it personally or sending it by pre-paid post or by facsimile transmission confirmed by letter sent by recorded delivery post to the last known address of the other party.

27.2 Any such notice shall be deemed to have been received:

27.2.1 If delivered personally, at the time of delivery;

27.2.2 in the case of pre-paid post seventy two (72) hours from the date of posting;

27.2.3 in the case of facsimile transmission on confirmation of successful transmission.

28 Waiver

If HOME & LEGACY waives any breach of any of the Agents obligations under this Agreement it will not preclude HOME & LEGACY from enforcing any continuing further or other breach of the Agents obligations under this Agreement.

29 Severance

29.1 If any provision in this Agreement is declared by any court or administrative body of competent jurisdiction to be void, voidable, illegal or otherwise unenforceable such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement. Such severance shall not in any way affect any other circumstances or the validity or enforcement of this Agreement which shall remain in full force and effect in all other respects.

29.2 In the circumstances referred to in sub-Clause 29.1 the Parties shall attempt in good faith to negotiate and to agree a mutually acceptable provision in substitution of the severed provision which achieves as nearly as possible the commercial intention of both Parties.

30 Force Majeure

30.1 The Parties shall not be liable for any breach of their obligations, acts or omissions hereunder resulting from an Event of Force Majeure. Where an Event of Force Majeure arises, the Party whose obligations are suspended by virtue of the Event of Force Majeure shall use all reasonable endeavours to mitigate the effect of such circumstances and to carry out such obligations or duties hereunder in such other way as may be reasonably practicable in all the circumstances.

30.2 The Parties hereto agree to give notice to each other as soon as is reasonably practicable after first becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

30.3 In the event of a Party receiving notice from the other pursuant to sub-Clause 30.2, both Parties shall within fourteen (14) days of the notice jointly determine what measures, if any, can be put in place to prevent the occurrence (where possible) or mitigate the effect of the Event of Force Majeure.

30.4 If a default due to an Event of Force Majeure shall continue for more than four (4) weeks after expiry of the fourteen (14) day period provided for in sub-Clause 30.3, the Party not in default shall be entitled to terminate this Agreement by giving written notice to the other. The Parties shall have no liability to each other in respect of the termination of this Agreement between them as a result of an Event of Force Majeure, but rights and liabilities which have accrued prior to termination shall subsist.

30.5 Sub-Clauses 30.1 to 30.4 inclusive shall not apply in circumstances where there is an effective implementation of a disaster recovery programme.

31 Rights of Third Parties

A person or company who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 ("the Act") to enforce any term of this Agreement but this does not affect any right or remedy of a Third Party which exists or is available apart from the Act.

32 Staff

Each Party shall employ competent personnel and shall ensure that its personnel are appropriately trained and properly able to deal with the matters arising under this Agreement for which it is responsible. The Parties shall comply with their respective equality and diversity policies.

33 Amendment

33.1 No waiver, alteration, variation or addition to this Agreement shall be effective unless made in writing and accepted by an authorised signatory of both Parties which is expressly stated to amend this agreement save that HOME & LEGACY may amend this Agreement unilaterally by written notice to the Agent if such amendment is necessary to enable HOME & LEGACY to meet the requirements of FSMA.

33.2 In the event of any such amendment being required as maybe set out in the notice under this Clause, HOME & LEGACY will set out reasonable details regarding the clear and unambiguous change which may be required to address the FSMA requirements.

34 Warranty and Indemnity

34.1 Each Party warrants and undertakes to the other Party that

34.1.1 It has full power, authority and capacity to enter into and perform the obligations comprised in this Agreement;

34.1.2 It will use all reasonable efforts to perform its respective obligations within the spirit as well as the letter of this Agreement;

34.1.3 It will do nothing to damage the reputation of the other or hold itself out as entitled to bind the other save as expressly provided for herein nor pledge the credit in any way of the other Party.

34.2 Subject to Clause 35, each Party shall indemnify the other Party against any fully mitigated losses resulting from:

34.2.1 breach of representation, warranty or covenant hereunder;

34.2.2 its failure to perform its obligations under this Agreement;

34.2.3 its negligence or wilful misconduct;

34.2.4 The unauthorised use of the other Party's Intellectual Property Rights.

34.3 Each Party in entering into this Agreement acknowledges that they do not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the furthest extent permitted by law.

35 Limitation of Liability

35.1 Each Party's aggregate liability to the other Party in connection with this Agreement (to the extent permissible by law) shall be limited to £1 million.

35.2 No Party shall be liable to the other for any loss of profit or goodwill or any loss which is consequential, indirect or economic arising out of a breach of this Agreement, or otherwise, nor shall any Party be liable to the other if it is unable to comply with its obligations under this Agreement due to restrictions imposed by law after the Effective Date or by reason of representation or implied warranty condition or other term or any duty under common law.

35.3 Nothing in this Agreement shall exclude or restrict:

35.3.1 A Party's liability for death or personal injury caused by its negligence;

35.3.2 A Party's liability for fraud; or

35.3.3 A Party's liability for fraudulent misrepresentation.

36 Entire Agreement

This Agreement constitutes the entire Agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all previous agreements and understandings between the Parties in respect hereto. Each Party acknowledges and agrees that, save as otherwise stated in the Agreement, it has not relied upon any representation statement warranty, undertaking, promise or assurance and neither Party shall be liable or have any remedy in respect of any misrepresentation or untrue statement, warranty, undertaking, promise or assurance unless and to the extent that a liability or remedy lies under the provisions of this Agreement. Nothing in this Clause is intended to limit or exclude any Party's liability for fraud.

37 Good Faith

This Agreement is entered into in good faith and for the common benefit of the Parties, who undertake to promote each other's interests in accordance with the terms hereof.

38 Dispute resolution Negotiation

38.1 The Parties shall in good faith refer any Dispute to the decision of the business managers of the Agent and of HOME & LEGACY who will attempt to settle the Dispute by negotiation. If these representatives are unable to settle the Dispute by negotiation within fifteen (15) Business Days, the Parties will refer the Dispute to the Chief Executive of

the Agent and Chief Executive of HOME & LEGACY who shall attempt to settle the Dispute by negotiation.

Mediation

38.2 If the Chief Executives of the Agent and HOME & LEGACY are unable to settle the Dispute within fifteen (15) Business Days of the Dispute having been referred to them, the Parties shall attempt to settle the Dispute by mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure (the “Model Procedure”).

38.2.1 To initiate a mediation a Party shall give notice in writing (“ADR Notice”) to the other Party to the Dispute requesting a mediation in accordance with sub-Clause 38.2.2 to sub-Clause 38.2.5 below and shall send a copy of the ADR Notice to CEDR;

38.2.2 The procedure in the Model Procedure may be amended as agreed between the Parties;

38.2.3 If there is any disagreement between the Parties on the conduct of the mediation (including nomination of the mediator) within ten (10) Business Days of receipt of the ADR Notice, CEDR shall at the request of either Party decide the point on behalf of the parties having consulted them;

38.2.4 The mediation shall start not later than twenty (20) Business Days after the date of the ADR Notice;

38.2.5 The costs of the mediation shall be shared equally by the Parties, except that each Party shall bear its own legal costs.

Court Proceedings

38.3 If a mediated resolution to the Dispute is not achieved within sixty (60) Business Days of the referral to CEDR (or such additional time as the Parties may agree in writing), either Party may commence Court proceedings against the other Party to resolve the Dispute.

38.4 Except where prevented by the nature of the Dispute, the Parties shall continue to perform their obligations pursuant to this Agreement while the Dispute is being resolved.

38.5 Nothing in this Clause 38 shall prevent any Party from seeking urgent provisional or similar interlocutory relief from the competent Courts before or during negotiations pursuant to sub-Clause 38.1 or mediation pursuant to sub-Clause 38.2.

39 Counterparts

This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same agreement.

40 Partnerships

Nothing in this Agreement shall create or be deemed to create a partnership or joint venture between the Parties.

41 Announcements

Neither Party shall issue any announcement and/or any information or statement to any person (including, but not limited to, the press) relating to this Agreement or any part of it without the prior written consent of the other Party provided no such consent shall be required in the case of disclosure by a Party to a regulatory body or pursuant to a statutory obligation.

42 Anti-bribery

42.1 The Parties shall:

42.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 (regardless of where such activity, practice, or conduct is carried out);

42.1.2 not offer or give, or agree to give, to any employee, agent, servant or representative of the other Party any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Agreement or any other contract, or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any such contract;

42.1.3 Have in place adequate procedures designed to prevent persons employed by or associated with them from bribing another person;

42.1.4 Promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement.

42.2 Where a Party or a Party’s employees, servants, sub-contractors, suppliers or agents or anyone acting on the Party’s behalf, engages in conduct prohibited by this Clause in relation to this Agreement between the Parties, the other Party shall have the right to terminate this Agreement immediately and recover from the first Party the amount of any loss suffered by that Party resulting from such termination; or to recover in full from the first Party any other loss sustained by that Party in consequence of any breach of this Clause, whether or not this Agreement has been terminated.

43 Computer systems and software

Each Party acknowledges that it is possible for software to be produced by one which could corrupt the software or data of the other or cause that software to cease functioning or to malfunction, for the purpose of this Clause called a “virus”. Each Party warrants to the others that to the best of its knowledge and belief, its software is free of viruses and each undertakes to use its best endeavours to keep its software free of viruses during the existence of this Agreement. In the event a virus is found in the software whether negligently or intentionally the Party who is responsible for its transmission will at its own expense, use its best endeavours to eliminate the effect of the virus and to restore any loss of operating efficiency or of data.

44 Taxes

44.1 The Parties take the view at the date of this Agreement that the payment of Commission pursuant to Clause 13 under this Agreement is exempt from VAT under current UK law. All the supplies made pursuant to or referred to in this Agreement fall into the category of insurance related services but if due to changes in any Regulations, interpretation of the same by HM Revenue and Customs and/or any services pursuant to this Agreement cease to be exempt from VAT, the Parties shall give full and detailed consideration as to whether any amendments to this Agreement should be made to ensure no additional costs arise for either Party.

44.2 If an amount is charged to the Customer by the Agent in connection with an Insurance Contract that HM Revenue & Customs determine to be liable to IPT and payable by HOME & LEGACY to the Insurer, the Agent shall indemnify, and keep indemnified HOME & LEGACY from and against any and all costs, proceedings, actions, claims or demands, liabilities and obligations which HOME & LEGACY may incur (including legal costs and expenses) arising out of or in connection with that additional IPT liability.

45 Disaster Recovery

Each Party shall make provision for the prompt and efficient handling of any incident such as the failure or malfunction or other non-availability of its telecommunications, computer service or systems, machines, equipment or other office infrastructure which impairs its ability to perform the obligations required of it by the Agreement.

46 Governing Law and Jurisdiction

This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement) shall be governed by and construed in all respects in accordance with the laws of England and Wales and the Parties shall each submit to the exclusive jurisdiction of the English courts.

SCHEDULE 1 – Products and Commission

1 Products

The Agent may introduce Customers to HOME & LEGACY who wish to purchase the Insurance Contracts.

2 Commission

- 2.1 Commission will be paid for each Insurance Contract arranged (including Insurance Contract renewals) following introductions to the HOME & LEGACY by the Agent.
- 2.2 The amount of Commission paid to the Agent will be agreed between the Parties on an individual basis.

3 Credit Period

- 3.1 HOME & LEGACY will provide the Agent with a Statement of Account as at the last day of each calendar month (the "Statement Date") which will form the basis of settlement between the Parties.
- 3.2 The Credit Period will be twenty one (21) days calculated from end of the calendar month during which an Insurance Contract or Policy was inceptioned or renewed or any additional or return Premiums are due.
- 3.3 The Agent's Account must be settled by no later than the 21st day of the calendar month in which such payment is due irrespective of whether Premium settlement has been made by the Customer or an approved Sub-Agent to the Agent (unless the Agent has informed HOME & LEGACY in accordance with Clause 11.5 of this Agreement).
- 3.4 Any delay in Premium payment by the Customer or (if applicable) an approved Sub-Agent to the Agent or by the Agent to HOME & LEGACY results in HOME & LEGACY not being able to meet the Insurers' requirements. In the event of non-payment by the Agent, it is likely that HOME & LEGACY may cancel a Policy ab-initio. Alternatively, the Insurer may demand the full twelve (12) months period Premium or at least the pro-rata time on risk Premium plus a charge to cover operational costs.
- 3.5 All payments by cheque should be made payable to Home and Legacy Insurance Services Limited and sent to the address specified on the Statement of Account. In cases where the Customer has paid HOME & LEGACY by its Credit/Debit card facility or by the premium finance facility operated by HOME & LEGACY, the Agent will be credited with Commission within twenty eight (28) days from the end of the calendar month during which an Insurance Contract or Policy was inceptioned or renewed.
- 3.6 If HOME & LEGACY has been advised of the Agent's bank account details, any Commission payments due will be made by BACS.
- 3.7 If payment is not received within twenty one (21) days from the end of the calendar month during which an Insurance Contract or Policy was inceptioned or renewed this will be considered to be a breach of the terms of this Agreement. In these circumstances HOME & LEGACY reserves the right to either:
- 3.7.1 Suspend some of the authority granted to the Agent under this Agreement; or
- 3.7.2 Issue notice of termination to the Agent in accordance with sub-Clause 24.1.

SCHEDULE 2 - Procedures for Electronic Trading

1 Introduction

HOME & LEGACY agrees to accept electronic Transactions via the System for the Insurance Contracts that are made available to the Agent via the System from time to time. All Transactions via the System will be subject to this Agreement including but not limited to the terms that are set out in this Schedule 2.

2 Definitions applicable to Schedule 2

- 2.1 The following words and expressions shall have the following meanings in this Schedule 2 except where the context otherwise requires. A defined term may be used in the singular or plural as appropriate:-
- "Message" means Customer Information and/or any other data which is transmitted electronically between the Agent and HOME & LEGACY including any part of such data for the purpose of arranging or administering an Insurance Contract;
- "System" means the third party Software that HOME & LEGACY will use as a basis for the electronic trading with the Agent which may be amended from time to time but as at the Commencement Date shall be provided by Acturis Limited, registered in England with company registered number 3998084 and whose registered office is at Courtyard Suite, 100 Hatton Garden, London, EC1N 8NX;
- "Software" means computer programs, together with any technical information and documentation necessary for the use of such programs;

“Transaction” means the sale or amendment of an Insurance Contract made by the Agent via the System.

3 Operating Procedures

- 3.1 The Agent will comply at all times with the technical, operational and security requirements, processes and terms as may be required by HOME & LEGACY from time to time.
- 3.2 The Agent will accurately input into the System all risk details, cover requirements, Customer Information any other information or disclosures as may be required by the System and will be responsible for the accuracy of all data input or processed by it.
- 3.3 HOME & LEGACY may at any time withdraw or modify an Insurance Contract from the System. Where this occurs notice will be given to the Agent by HOME & LEGACY.

4 Security

- 4.1 The Agent will ensure that access to the System is restricted to individuals it employs or to such other individuals who have authorisation in writing from the Agent who need to have access to the System.
- 4.2 The Agent will ensure that access to the System is removed immediately upon termination of an individual's employment.
- 4.3 The Agent warrants that its activities will be performed in such a way as not to cause any fault or malfunction in the System.

5 Messages

- 5.1 Any Messages that are sent to the other Party via the System shall identify the sender and recipient(s).
- 5.2 The Parties will use all reasonable endeavours to ensure that all Messages sent to the other Party via the System are complete and accurate.
- 5.3 The Parties will accept the integrity of any Message unless such Message can be shown to have been corrupted for any reason including but not limited to the technical failure of the System and /or of any computer, computer system or transaction line. The Parties will give each other all reasonable assistance to identify and correct any such corruption or error and to re-transmit any Message identified as corrupt or in error as soon as practicable.
- 5.4 If either Party becomes aware that the System has failed to notify a Message or Transaction to other Party whether or not the Message is auto generated, the Party discovering the failure shall notify the details of the intended Message or Transaction to the other Party within one Business Day of the System failure or of becoming aware of the System failure.
- 5.5 If a Party has reason to believe that any Message generated by the System is not intended for it, the recipient agrees to notify the other Party.
- 5.6 The Parties will process and/or deal with any Message sent via the System including auto generated Messages in accordance with any response times specified and agreed in writing between the Parties.
- 5.7 Confirmation of receipt of any Message will not in itself, give rise to any legal obligation, offer or agreement in relation to the provision of an Insurance Contract, or confer any right on any person or constitute acceptance of any offer contained/or implied in such Message related to the provision of insurance cover under an Insurance Contract.
- 5.8 A Transaction log detailing all Messages sent and received will be maintained in the System.

6 Liability

- 6.1 The Agent will indemnify HOME & LEGACY for any loss sustained by HOME & LEGACY resulting from any misuse or corruption of any data, or from any failure to keep any data up to date, save to the extent that it is beyond the control of the Agent.
- 6.2 The Agent will notify HOME & LEGACY immediately if it becomes aware of an event referred to in sub-paragraph 6.1 above.

7 Variation

Any amendments to these terms will be notified to the Agent in writing by HOME & LEGACY. In so far as is reasonably practicable at least seven (7) Business Days' notice will be given before such changes become operative.

SCHEDULE 3 - Sub-Agents (if applicable)

This Schedule only applies if HOME & LEGACY has agreed in writing to extend the authorities granted under this Agreement to the Agent's appointed sub-agents.

1 Sub-Agents

- 1.1 HOME & LEGACY with the agreement of the Insurer(s) hereby delegates the authorities granted under this Agreement to the Agent's appointed Sub-Agents who have been approved in writing by HOME & LEGACY; subject always at all times to strict compliance with the following:
- 1.2 The Agent providing HOME & LEGACY with full details of any proposed future Sub-Agent appointments prior to the appointment and obtaining HOME & LEGACY's written agreement to the proposed appointment.
- 1.3 HOME & LEGACY or the Insurer(s) having the right to refuse to deal with any approved Sub-Agent and requiring the Agent not to accept any further business under this Agreement from such Sub-Agents, subject to any necessary arrangements which need to be made to enable such appointed Sub-Agent to run off existing business, for any of the following reasons:
- 1.3.1 fraud or criminal activity, actual or alleged, involving such appointed Sub-Agent or any failure or purported failure of such appointed Sub-Agent to comply with any legislation, codes of conduct, rules, regulation, requirements, directions or orders of any court or other governmental body of competent jurisdiction;
- 1.3.2 in the event that HOME & LEGACY or an Insurer determines that the relevant sub-delegation agreement or carrying on of business by the relevant appointed Sub-Agent does not comply with Regulatory Requirements or is not in accordance with any order of a court or other governmental body of competent jurisdiction;
- 1.3.3 Where HOME & LEGACY or an Insurer considers there may be any potential material adverse impact on the Insurer's name or reputation or any other member of HOME & LEGACY's Group or the Insurer's Group, as the case may be;
- 1.3.4 any current or previous unacceptable behaviour or course of dealing by the Sub-Agent concerned between or involving HOME & LEGACY's Group or the Insurer's Group and the relevant Sub-Agent including (without limitation) any previous agency appointment or other delegated authority involving such appointed Sub-Agent.
- 1.4 The Agent acknowledging and agreeing that in the event that HOME & LEGACY or an Insurer gives instructions to the Agent pursuant to sub-paragraph 1.3, it shall be sufficient for HOME & LEGACY to state that one or more of the reasons specified in sub-paragraphs 1.3.1 to 1.3.4 applies and the Agent agrees to accept such instruction without further enquiry.
- 1.5 The Agent ensuring that there are terms of business agreements between the Agent and the relevant appointed Sub-Agent, covering, as a minimum, the following areas:
- 1.5.1 Inspection of records;
- 1.5.2 Ongoing FCA registration / compliance;
- 1.5.3 Payment terms;
- 1.5.4 Complaints;
- 1.5.5 Details of the Risk Transfer provided.
- 1.6 The Agent having an adequate agency vetting and approval systems for appointed Sub-Agents to whom Risk Transfer is to be granted. This must include suitable credit control procedures to enable the Agent to control the credit risk. The Agent shall assist HOME & LEGACY and the Insurer with taking steps to seek recovery of monies owed to the Insurer by any appointed Sub-Agent.
- 1.7 Any credit control problems being notified to the HOME & LEGACY as soon as possible. The Insurer or HOME & LEGACY reserves the right to request the Agent to withdraw Risk Transfer from any appointed Sub-Agent who does not meet payment terms on a consistent basis.
- 1.8 Upon the Agent becoming aware that any appointed Sub-Agent to whom Risk Transfer applies has been put into liquidation, rehabilitation, bankruptcy or other form of insolvency, advising HOME & LEGACY of this and confirming the identity of the appointed Sub-Agent concerned and of the size of any potential financial loss to HOME & LEGACY.
- 1.9 The Insurer reserving the right to withdraw Risk Transfer from any appointed Sub-Agent if any of the above conditions are found not to be in operation.
- ### 2 The Agent confirms that
- 2.1 All appointed Sub-Agents are either FCA authorised or exempt from the requirement to be authorised; and
- 2.2 All arrangements involving appointed Sub-Agents relating to the subject matter of this Agreement are subject to written agreements in accordance with Regulatory Requirements.

SIGNATURE PAGE

(Agent copy)

**HOME & LEGACY INSURANCE SERVICES LIMITED
TERMS OF BUSINESS AGREEMENT - VERSION 6, APRIL 2018**

To be completed and retained by the Agent

Agreement signed for and on behalf of Home and Legacy Insurance Services Limited

Signature



Print Name BARRY O'NEILL

Position Held Managing Director, Home and Legacy Insurance Services Limited

Agreement signed for and on behalf of the Agent

By signing below the Agent acknowledges receipt of and confirms that:

- (i) It will comply with the terms and conditions of this Agreement.
- (ii) The undersigned has the authority to sign and enter into this Agreement on behalf of the Agent.
- (iii) No amendments have been made to this Agreement.

Signature

Print Name

Position Held

Dated

Registered name and number of the Agent's company / Name of the Agent's partnership or / Practicing name of sole trader (as applicable)

Registered address (or correspondence address for communication in respect of this Agreement)

FCA Financial Services Firm Register Number

PLEASE COMPLETE AND RETAIN THIS COPY FOR YOUR RECORDS

SIGNATURE PAGE

(Home & Legacy copy)

HOME & LEGACY INSURANCE SERVICES LIMITED TERMS OF BUSINESS AGREEMENT - (VERSION 6, APRIL 2018)

To be completed and returned to Home & Legacy's Agency Manager at the address shown below.

The Agency Manager
Home and Legacy Insurance Services Ltd
500 Avebury Boulevard
Milton Keynes
MK9 2LA
Email agency@homeandlegacy.co.uk

Agreement signed for and on behalf of Home and Legacy Insurance Services Limited

Signature: 

Print Name BARRY O'NEILL
Position Held Managing Director, Home and Legacy Insurance Services Limited

Agreement signed for and on behalf of the Agent

By signing below the Agent acknowledges receipt of and confirms that:

- (i) It will comply with the terms and conditions of this Agreement.
- (ii) The undersigned has the authority to sign and enter into this Agreement on behalf of the Agent.
- (iii) No amendments have been made to this Agreement.

Signature

Print Name

Position Held

Dated

Registered name and number of the Agent's company / Name of the Agent's partnership or / Practicing name of sole trader (as applicable)

Registered address (or correspondence address for communication in respect of this Agreement)

FCA Financial Services Firm Register Number

PLEASE COMPLETE AND RETURN THIS COPY TO HOME & LEGACY FOR OUR RECORDS