

## Scheme Application Form Version 1.6 22.04.20

Please return the completed form to:  
Distribution Department, Eaton Gate MGU, 20 St. Dunstan's Hill, London, EC3R 8HL or [tobaapproval@egmgu.co.uk](mailto:tobaapproval@egmgu.co.uk)

### About Your Company

1. Legal name (the "intermediary"): \_\_\_\_\_

2. Registered number: \_\_\_\_\_

3. Country of incorporation (if not England): \_\_\_\_\_

4. Trading names: \_\_\_\_\_

5. Trading address(es) - if not registered address OR multiple locations required for Intermediary account: \_\_\_\_\_

6. Trading contact details:

Website: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

7. Regulator AND firm reference number (e.g. FCA, FRN) : \_\_\_\_\_

8. Individual contact: \_\_\_\_\_ For accounts (if different): \_\_\_\_\_

Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Email (for renewals): \_\_\_\_\_

9. Classes of business undertaken: \_\_\_\_\_

10. Expected annual GWP under scheme: \_\_\_\_\_

11. Existing product offerings (top 5 by GWP): \_\_\_\_\_

12. Existing insurers (top 5 by GWP): \_\_\_\_\_

13. Professional Indemnity (E&O) Insurer: \_\_\_\_\_

Limit: \_\_\_\_\_

Excess: \_\_\_\_\_

Period (from): \_\_\_\_\_ (to): \_\_\_\_\_

Does cover include dishonesty of employees?:  Yes  No

Does cover include dishonesty of directors or partners?:  Yes  No

Any claims in last 3 years?:  Yes  No

If yes, please provide details: \_\_\_\_\_

14. Full (Legal) names of Directors/Partners/Principals:

Full Name	Qualifications	Shareholding (state if > 25%)

15. Full (Legal) names of stakeholders/shareholders:

Full Name	Shareholding (state if > 25%)

16. Client Money arrangements:

Are you authorised to handle Client Money?:  Yes  No

If holding premiums or claims money as agent of an insurer (on a risk transfer basis) what type of bank account do you use (please tick checkboxes as appropriate)?

- Insurer Trust Account
  Other
  General Broking Account
  Not applicable - we only hold client money

17. Do you provide advised or non-advised sales (Advised/Non-advised/Both)?

If both, how do you differentiate between the two?:

18. How do you attract new business and do you advertise (i.e. direct marketing, recommendation, search engine optimisation)?

## Governance and Compliance

19. Do you have in place the following appropriate policies and procedures designed to:

mitigate and moderate identified risks?:  Yes  No

deal with conflicts of interest?:  Yes  No

counter money laundering, bribery/corruption and regulate sanctions checking?:  Yes  No

effectively manage conduct risk and treating customers fairly?:  Yes  No

ensure business continuity that:

• detail disaster recovery plans?:  Yes  No

• are regularly reviewed and tested?:  Yes  No

manage and report:

• complaints?:  Yes  No

• cancellations?:  Yes  No

• declined claims?:  Yes  No

regulate internal audit?:  Yes  No

20. Please briefly describe your training and competence programme?:

Does the programme include regulatory training?:  Yes  No

21. Are your sales staff incentivised?:  Yes  No

If yes, please describe how you minimise any conflicts to which financial incentives drive poor customer outcomes that may arise:

## Documents to Attach

Professional indemnity certificate (and separate fidelity cover, if applicable):  Yes  No

## Declaration

This application to be appointed as an independent intermediary of Eaton Gate and ultimately any insurer appointed by Eaton Gate in respect of general insurance business conducted under the Terms and Conditions forming part of this Agreement is made on behalf of the individuals listed in item 14 above, subject to the following declarations:

1. The applicant is authorised for the purposes of this application to provide the information (including all personal details) and to make the declarations contained in this application form;
2. The information supplied in this application form is true, complete and accurate to the best of the applicant's knowledge and belief and those individuals duly authorising the applicant.
3. Any appointment by Eaton Gate will only be effective once Eaton Gate has provided written acceptance of this application together with a designated Eaton Gate reference number.
4. Eaton Gate may use the personal details provided to it under this application form or supplied by third parties to administer any facilities with it. In this regard, it is acknowledged and consented that Eaton Gate may:
  - a. search the files of credit reference agencies, who may keep a record of the search, to support the development of Eaton Gate's business by including details in agency surveys and for market research and compliance business reviews;
  - b. share personal details with the appropriate regulatory authorities and other insurance companies;
  - c. store personal details but keep them no longer than is necessary subject to any entitlement to request copies of all the information held although pursuant to data protection legislation and regulations;
  - d. transfer personal details to countries outside of the European Union, providing such details will always be held securely and processed in accordance with all requirements of UK law and regulations.

**Please note that telephone calls may be recorded and/or monitored.**

Signed for and on behalf of the Intermediary:

.....  
Name:

Position:

Date:

Signed for and on behalf of Eaton Gate:

By:

*Gary Burke*

Name: Gary Burke

Position: Chief Executive Officer

# Terms of Business Agreement

## 1. Interpretation

Agreement	the Scheme Application Form, these terms of business and any completed Schedules that give effect to such terms of business;
Associated Companies	in respect of any party its subsidiaries and holdings companies and subsidiaries of such holding companies, as each such terms are defined in the Companies Act 2006;
Claim	any claim against cover provided under a Policy;
Commencement Date	the date EATON GATE accepts the Registration Form duly signed by the Intermediary evidenced by the provision of a designated EATON GATE reference number;
Commission	the consideration payable to the Intermediary for making insurance arrangements pursuant to clause 11 of this Agreement;
Customer Information	the name and address of and all other personal details, data and information in relation to each Policyholder obtained from the Intermediary on Policies arranged by the Intermediary under this Agreement;
DP Regulations	all Laws and Regulations applicable to the protection and processing of personal data;
EATON GATE	any company in the Eaton Gate group which shall include Eaton Gate MGU Limited a company registered in England and Wales (no. 98258821) authorised and regulated by FCA (773194) or Vigilis Services Limited a company registered in Gibraltar (no. 113603) authorised by GFSC (1290B) and FCA (781071) or any of its Associated Companies, as appropriate;
GFSC	the Gibraltar Financial Services Commission;
FCA	the Financial Conduct Authority in United Kingdom or any successor body;
IPT	insurance premium tax at the prevailing rate;
Insurer	any regulated firm that has entered into a binding authority agreement with EATON GATE to provide insurance business;
Intellectual Property Rights	patents, trademarks, service marks, database rights (where registered or otherwise), copyright, moral rights, trade or business names and all other intellectual property rights where or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world;
Laws and Regulation	all laws, regulations, rules, guidance and codes of conduct applicable to the conduct of business of the EATON GATE or the Intermediary, including the Financial Services and Markets Act 2000 (FSMA);
Net Premium	the Premium less any amount for Commission;
Policy	the contract of insurance underwritten by the Insurer, as may be varied from time to time, agreed in writing between the parties to be provided under this Agreement;
Policyholders	any person who is insured under a Policy;
Premium	the premium payable by a Policyholder in respect of the inception, adjustment or renewal of a Policy, including all taxes, fees and charges;
Registration Form	the form attached to this Agreement that sets out details of the Intermediary required by EATON GATE;
Risk Transfer	the transfer of risk provided by the Insurers to the parties in accordance with clause 10;
Statement	the statement (in a form provided by EATON GATE or as otherwise agreed between the parties) provided in electronic form or as otherwise agreed on a monthly basis by EATON GATE reflecting all Transactions during the month preceding the date of the statement;
Transaction	a transaction in relation to a Policy effected by the Intermediary pursuant to this Agreement.

Headings are for ease of reference only and do not affect construction;

References to statutory provisions include any modification, re-enactment or consolidation thereof;

Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

## 2. Compliance

The Intermediary warrants that with effect from the Commencement Date, it is authorised to conduct the regulated activities required by this Agreement and undertakes (i) to comply at all times with the regulatory requirements applicable to it or which become applicable to it under any Laws and Regulations, including the DP Regulations in accordance with clause 18; and (ii) to obtain and maintain in effect any licence or authorisation which it may be required to hold in respect of the activities conducted by it and refrain from doing anything that may prejudice the securing or maintaining of such authorisations; and (iii) to notify EATON GATE as soon as reasonably practicable in the event of any of the Intermediary's authorisations being varied or terminated. In each of their respective dealings with Policyholders, EATON GATE and the Intermediary shall each be solely responsible for ensuring its own compliance with the Laws and Regulations. Nothing in this Agreement shall require either party to act otherwise than in accordance with the Laws and Regulations. The Intermediary shall as soon as reasonably practicable notify EATON GATE on receiving a complaint from a Policyholder that relates to the regulated activities of EATON GATE and/or any Insurer and will as soon as reasonably practicable provide copies of all relevant information and documentation to EATON GATE.

## 3. Authority

The Intermediary is authorised to make insurance arrangements in respect of the Policies but is otherwise not empowered to represent and bind EATON GATE and/or any Insurer or to impose any liability on EATON GATE whether written or oral or by conduct, including the negotiation and settlement of any Claim, unless previously instructed in specific terms by EATON GATE.

## 4. Intermediary/Insurer Relationship

The Intermediary operates on behalf of the Policyholder (or any prospective Policyholder) in relation to all aspects of business conducted under this Agreement except insofar as is stated elsewhere in this Agreement or as otherwise agreed in writing between EATON GATE and the Intermediary. EATON GATE operates as the agent of the Insurers when acting under the delegated authority provided by the binding authority agreements for the purposes of collecting, receiving and holding information, documentation and premiums, including all relevant taxes.

## 5. Delegation

The Intermediary is not permitted to delegate to any third party ("Delegate") the authority or permission (including Risk Transfer) granted by EATON GATE and its Insurers under this Agreement unless otherwise expressly agreed in advance by EATON GATE (acting in its sole discretion) in writing. Where such agreement is provided, and in relation to any firm that is allowed to make insurance arrangements for and on behalf of that firm's customers (as Policyholders) under the Intermediary's own separate terms of business agreement, whether pursuant to a membership arrangement or not, the Intermediary shall (i) ensure that a legally binding written agreement containing obligations no less onerous than those imposed on the Intermediary under this Agreement is entered into by the Delegate; and (ii) without prejudice to clause 18, indemnify EATON GATE and its Insurers for all acts and omissions of the Delegate. The Intermediary warrants that it will (a) obtain all information relating to any Delegate generally required under this Agreement by EATON GATE during the course of negotiations leading to the execution of any agreement with such Delegate and routinely thereafter (including for necessary or desirable professional indemnity insurance cover) and (b) carry out investigation of the Delegate's credit and trading status as it deems appropriate (including without limitation credit checks against individuals involved in the Delegate's business). The Intermediary shall provide such information to the ETON GATE, if so requested.

## 6. Acceptance of Insurance

Nothing in this Agreement requires the Insurer to accept any proposal for insurance or renewal of a Policy. The Intermediary will act reasonably to ensure information supplied to EATON GATE and the Insurers is true, accurate and completely representative of the insurance risk so that all quotations are consistent with information provided under the proposal forms or statement of fact. The Intermediary shall comply with the obligations in respect of electronic trading set out by EATON GATE in clause 23.

## 7. Policy Documentation

On completion of the insurance arrangements with any prospective Policyholder, EATON GATE, or its duly appointed representative, will provide the Intermediary with Policy documentation which the Intermediary shall provide to the Policyholder promptly. On receipt, the Intermediary shall, prior to confirming cover to the Policyholder, verify (i) that such Policy documentation is entirely in accordance with the Intermediary's understanding of the insurance arrangements required by the Policyholder; and (ii) that such Policy documentation, including the Policy schedule and terms and conditions are true and correct. The Intermediary undertakes to forthwith notify EATON GATE (quoting the Policy reference) of any actual or suspected error or variance that the Policy Documentation has with the Intermediary's understanding. Any resultant changes may alter the risk and could change the premium and/or the policy terms and conditions. For the avoidance of doubt, the Intermediary shall only use current rating guides and Policy Documentation as supplied by EATON GATE to arrange insurance for the Policyholders.

## 8. Renewals

EATON GATE will issue Policy renewal documents to the Intermediary in order that the Intermediary can be dealt with and forwarded to the Policyholder in fulfilment of the Intermediary's responsibility under all Laws and Regulations. The Intermediary will as soon as reasonably practicable provide such Policy renewal documents to the Policyholder together with details of any changes in the Policy cover or terms and conditions. EATON GATE will advise the Intermediary if either of EATON GATE or the Insurer (at in its sole discretion) refuses to renew any Policy and the Intermediary shall promptly notify the Policyholder.

## 9. Claims

The Intermediary shall, or endeavour to procure that the Policyholder shall, advise the Insurer immediately upon receipt of notice of a Claim. Unless otherwise agreed in writing, the Intermediary is not authorised to receive or hold Claims monies and any payment of a Claim is to be paid to the Policyholder directly by the Insurer.

## 10. Premium and Risk Transfer

EATON GATE has been appointed by the Insurers as its agent for the purposes of receiving Premium from the Policyholder or Intermediary and for receiving and holding Premium refunds prior to the transmission to the Policyholder. In respect of such appointment, EATON GATE has been given consent from all its Insurers to extend Risk Transfer to the Intermediary (and any Delegate). For the Intermediary to discharge its fiduciary responsibilities, the parties accordingly acknowledge that any Premiums will be treated as being received by the Insurers when such monies are received by the Intermediary and Premium refunds shall be treated as received by the Policyholder when such monies are paid to the Policyholder by the Intermediary. In accordance with Laws and Regulations, particularly the Client Assets Sourcebook of the FCA Handbook, Chapter 5 ("CASS 5"), EATON GATE shall procure that Insurers agree that the Intermediary, (and any Delegate) must either (i) hold all such monies as agent of the Insurers in a trust account with an approved bank (as defined by the FCA) which account must not be subject to any set off, charge or lien; or (ii) co-mingle monies relating to this Agreement with other client money in a statutory or non-statutory trust account as permitted under CASS 5.

Where the Insurers agree to co-mingle client, monies collected under this Agreement, EATON GATE shall procure that such Insurer agrees to subordinate its interests to the prior claims of individuals (including Policyholders) whose money is held in such trust accounts. The Intermediary (and any Delegate) shall be entitled to any interest or investment income earned on monies held under by the Insurer under this clause.

## 11. Commission

The Intermediary is entitled to and shall retain Commission in respect of the inception, adjustment and renewal of Policies arising from the Intermediary making insurance arrangements in accordance with this Agreement. The Intermediary shall not be entitled to any Policy fees and/or charges without obtaining the prior consent of EATON GATE, which consent shall not be unreasonably withheld. The rate of Commission applicable will be agreed in writing between the parties. No Commission is payable against any applicable IPT or interest charge for payments of Premium by instalments or for charges relating to the processing of credit or debit cards. The Intermediary (and any Delegate) may only retain Commission following receipt of the Premium from the Policyholder, consistent with the requirements set out in CASS 5. In cases where rebates or refunds of Premium are made from Insurers to Policyholders due to the cancellation or termination of Policies or howsoever arising, the Intermediary will be responsible for the refund of the appropriate amount of Commission in respect of the Premium rebate or refund. Unless otherwise agreed with EATON GATE, no consideration shall be due from it to the Intermediary other than Commission.

## 12. Accounts and Remittances

Premiums (including all additional Premium and Premium returns) and Policy fees and/or charges (including IPT if appropriate) are to be accounted for monthly by the Intermediary not later than 28 days from the end of the month in which the Policy inception (the "Accounting Period"). EATON GATE will provide the Statement to the Intermediary at the start of each month relating to relevant

Transactions for the preceding month. The Intermediary shall be responsible for any reconciliation of the Statement within the Accounting Period and shall settle the Statement by making payment in accordance with terms to be agreed in writing between the parties, but by no later than expiry of the Accounting Period. On request by EATON GATE, the Intermediary shall notify EATON GATE when paying by BACS.

EATON GATE will endeavour to allow the Intermediary the maximum terms of credit which will enable EATON GATE to meet the Insurers' payment requirements. The Intermediary acknowledges that any delay in payment by the Policyholder to the Intermediary or by the Intermediary to EATON GATE may result in EATON GATE being unable to meet those requirements and may lead to consequential delays and even have an adverse effect on EATON GATE's reputation. In the event of non-payment of Premium by the Policyholder, it is likely that EATON GATE may cancel the Policy. Insurers and EATON GATE have the right to cancel the Policy in respect of non-payment of Premium by the Intermediary within the agreed terms of credit. Insurers may well demand the full Premium for the Policy or a pro-rata amount of the Premium commensurate with the time on risk. No Premium return will be made by Insurers on Policies that have sustained a Claim within the Policy period. Although the legal position can vary, if the Intermediary fails to collect and pay Premium when due, which Premium EATON GATE, in turn, is required to pay Insurers, the Intermediary shall reimburse EATON GATE forthwith on demand accordingly. In certain circumstances, where Insurers stipulate Premium payment terms the Intermediary shall make all settlements within such terms.

The Intermediary is not authorised to endorse cheques made payable to the order of EATON GATE. Settlement of Premiums will not be subject to receipt by the Intermediary or the Policyholder of insurance documentation from EATON GATE or any third party duly authorised by EATON GATE.

## 13. Termination

This Agreement may be terminated by the Intermediary or EATON GATE (i) at any time by mutual agreement; or (ii) on the expiry of 60 days written notice delivered by registered or recorded delivery post; or (iii) without notice if there are reasonable grounds to suspect fraud, or in the event of the bankruptcy, insolvency or liquidation of the Intermediary or EATON GATE, or on the approval by creditors of the Intermediary or EATON GATE of a voluntary arrangement or on the making of an administration order in relation to the Intermediary or EATON GATE; or (iv) without notice if the authorisation by FCA of the Intermediary or EATON GATE to undertake any general insurance regulated activities ceases or is suspended or terminated following any proposed or actual disciplinary proceedings for any failure to comply with any Laws and Regulations, or by EATON GATE for any failure to comply with the Laws and Regulations in respect of any regulated activities undertaken by the Intermediary in pursuance of the duties delegated to the Intermediary under this Agreement; or (v) if the Intermediary or EATON GATE fail to remedy any other breach of this Agreement, or any unsatisfactory conduct, within a reasonable period of the Intermediary or EATON GATE notifying the other party in writing.



## 14. Direct Dealings with Customers

To enable EATON GATE or their Insurers to fulfil any regulatory or contractual duties to their customers, EATON GATE and/or their Insurers reserve the right to deal directly with Policyholders whose Policies are arranged by the Intermediary with EATON GATE (i) if there are reasonable grounds to suspect fraud on the part of the Intermediary; (ii) civil/criminal charges material to the operation of this Agreement exist or are alleged; (iii) if the Intermediary is unable to meet the FCA's financial requirements, or in the event of the bankruptcy, insolvency or liquidation of the Intermediary, or on the approval by the Intermediary's creditors of a voluntary arrangement or on the making of an Administration order in relation to the Intermediary; (iv) if the Intermediary fails, without reasonable cause, to remedy unsatisfactory conduct as requested by EATON GATE in writing; (v) if the Intermediary ceases to be authorised by the FCA to undertake any relevant general insurance regulated activities, or in the event of any failure by the Intermediary to comply with any Laws and Regulations; (vi) if the Intermediary is physically unable to undertake any of the duties delegated by EATON GATE to the Intermediary under this Agreement or under any additional authority or binding authority agreement with an Insurer. Where possible, notice will be given to the Intermediary by EATON GATE of the proposed action and the reasons for it.

## 15. Non-Solicitation

Other than as set out in clause 14 above, or on termination by EATON GATE in the circumstances set out in clauses 13(iii) or 13(iv) above, EATON GATE will not, during the currency of this Agreement, and for a period of twelve calendar months thereafter, deliberately or knowingly, use Customer Information to solicit, either directly, or indirectly by arrangement with another party, the insurance business of any Policyholder.

## 16. Changes in Circumstances

The Intermediary will notify EATON GATE immediately (i) of all material changes in the directors, the partners or the control of the Intermediary and of all changes in the name or trading name of the Intermediary or its address; (ii) if any proprietor, controller, partner, director or any other FCA or GFSC approved person, is convicted of a criminal offence (other than a motoring offence), or becomes subject to a court judgement for debt; (iii) of any circumstances set out in clause 13(iii); (iv) of formal termination (excluding termination for purely economic reasons) of any terms or business agreement or appointment held by the Intermediary to place insurance with or via any other insurer/intermediary.

## 17. Confidentiality and Intellectual Property Rights

Each of the Parties will treat information received from the other relating to this Agreement as confidential and will not disclose it to any other person not entitled to receive such information except as may be required by law or regulatory authority. For the avoidance of doubt each party shall be entitled to disclose such information where necessary to its Associated Companies, insurers or reinsurers, actuaries, auditors, professional agents and advisers. Nothing in this Agreement shall prevent EATON GATE (i) from disclosing Customer Information to reinsurers or co-insurers in connection with the reinsurance or co-insurance of the whole or any part of the risks undertaken by EATON GATE nor as may be required by law, to FCA or GFSC, the Financial Ombudsman Service or to any trade protection or anti-fraud schemes for anti-fraud purposes; and (ii) from using Customer Information that EATON GATE lawfully obtained from any third party without restriction. This clause will not apply to information which was rightfully in the possession of such party prior to this Agreement, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause) or which is trivial or obvious.

The Intermediary acknowledges the Intellectual Property Rights of EATON GATE. EATON GATE shall retain all Intellectual Property Rights in all documents and materials it provides to the Intermediary from time to time. EATON GATE shall grant a non-exclusive, non-transferable licence to the Intermediary to use the Intellectual Property Rights but only to the extent necessary to enable the Intermediary to fulfil its obligations under this Agreement, such licence to terminate on termination of this Agreement. Unless specifically authorised in writing by EATON GATE, the Intermediary may not use Intellectual Property Rights of EATON GATE on any documents or materials produced independently by or on behalf of the Intermediary.

## 18. Data Protection

The parties in undertaking to comply at all times with the regulatory requirements applicable to it or which become applicable to it under any Laws and Regulations, including the DP Regulations (i) acknowledge and agree that where a party processes personal data under or in connection with this Agreement it alone determines the purposes and means of such processing as a controller; (ii) in respect of the personal data a party processes under or in connection with this Agreement, the party:

- (I) shall comply at all times with its obligations under the DP Regulations;
- (II) shall notify the other party without undue delay after, and in any event within 24 hours of, becoming aware of a personal data breach; and
- (III) shall assist and co-operate fully with the other party to enable the other party to comply with their obligations under DP Regulations, including but not limited to in respect of keeping personal data secure, dealing with personal data breaches, complying with the rights of data subjects and carrying out data protection impact assessments,

(iii) shall work together to ensure that each of them is able to process the personal data it processes under or in connection with this Agreement for the purposes contemplated by this Agreement lawfully, fairly and in a transparent manner and in compliance with the DP Regulations. This shall include but not be limited to entering into such other written agreements as may be required from time to time to enable each party to comply with the DP Regulations.

Where the Intermediary processes personal data as a processor on behalf of EATON GATE under the activities together with the data protection particulars of such processing stated in the attached schedules, the Intermediary shall (iv) only carry out such processing on EATON GATE's instruction from time to time. The Intermediary shall immediately inform EATON GATE if, in its opinion, an instruction infringes the DP Regulations; (v) where it is required by Laws and Regulations to carry out processing otherwise than in accordance with (ii)(I) above, inform EATON GATE of the legal requirement before carrying out such processing (unless prohibited from doing so by Laws and Regulations); (vi) not disclose the personal data to any person except as required or permitted by this agreement or with EATON GATE's prior written consent (vii) ensure that all persons authorised to process the personal data are under an appropriate contractual or other legal obligation to keep the personal data confidential; (viii) take account of the nature of the processing, implement appropriate technical and organisation measures:

- (I) in a manner that ensures the processing meeting the requirements of all relevant DP Regulations and the protection of the rights of data subjects;
- (II) to keep the personal data secure and to protect against the risk of personal data breaches; and
- (III) to assist EATON GATE to comply with its obligations under the DP Regulations to respond to requests for exercising the rights of data subjects,

(ix) not process the personal data, or disclose the personal data to any party who carries on business, outside the European Economic Area except with EATON GATE's prior written consent and, where such consent is given, the Intermediary shall take such actions and enter into such agreement as EATON GATE may require to ensure that such processing or disclosure complies with all relevant DP Regulations; (x) not enter into an agreement with any sub-processor to process the personal data directly or indirectly on behalf of EATON GATE without the prior written consent of Eaton Gate and, where such consent is given, the Intermediary shall enter into a written agreement with the sub-processor that includes, as a minimum, provisions in favour of EATON GATE which are equivalent to those in this agreement; and (xi) at EATON GATE's option, delete or return to EATON GATE all the personal data on termination of this agreement and delete any existing copies of the personal data except to the extent that the Intermediary is required to retain such personal data under Laws and Regulations.

For the purposes of this clause the terms "controller", "data subject", "personal data", "personal data breach", "processing" and "processor" shall have the meanings given under the DP Regulations.

## 19. Variation

Any variation to this Agreement must be contained in writing and signed by the Intermediary and EATON GATE. Should agreement not be reached, EATON GATE reserves the right to give a minimum of 60 days written notice to the Intermediary of any variation, after which such variation shall become effective.

## 20. Audit and Inspection

The Intermediary shall maintain appropriate books and records in relation to its activities pursuant to this Agreement and shall provide EATON GATE, and/or the Insurer, with any reasonable information or assistance which may be reasonably requested for the purpose of complying with their statutory and regulatory requirements or obligations under Laws and Regulations including in dealing with any enquiry, investigation or proceedings by the FCA, GFSC or other regulatory or government authority or body. In this regard, the Intermediary shall provide accompanied access to its documents, records, files, audio and video tapes, computer databases, electronically stored information and any other information held in its or its staff possession or on its premises. EATON GATE may carry out an audit of all the Intermediary's books and records, including compliance procedures and trust accounts relating to the Intermediary activity pursuant to the Agreement or the Policies. The Intermediary agrees to allow access by EATON GATE to its premises, files and documents on reasonable notice.

## 21. General

This Agreement shall be construed according to English law and the parties agree to submit to the exclusive jurisdiction of the English Courts. This Agreement is personal to the parties and the benefits and obligations may not be assigned or delegated by the Intermediary in whole or in part unless expressly agreed in advance by EATON GATE.

## 22. Force Majeure

In this Agreement, "Force Majeure" shall be in any cause preventing either party from performing any or all its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented. If either party is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure, that party shall forthwith serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall, subject to the service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events, for the continuance of such events, and for such time after they cease as is necessary for that party, using all reasonable endeavours to recommence its affected operations in order for it to perform its obligations. If either party is prevented from the performance of its obligations for a continuous period in excess of one month, the other party may terminate this Agreement forthwith on the service of written notice upon the party so prevented, in which case neither party shall have any liability together except the rights and liabilities which have accrued prior to such termination shall continue to subsist.

## 23. Electronic Trading

The Intermediary must comply with the terms and conditions of the contract between the Intermediary and the software provider of digital insurance technology solutions, including SSP, CDL, Open GI and Transactor Global Solutions (each a "Platform"), in particular, daily connections for the purpose of sending and receiving electronic data interchange ("EDI"), rate and back office updates including point of sale documentation. All business transactions, EDI and manual, should be submitted by the Intermediary to EATON GATE daily in the form provided by EATON GATE.

The Intermediary shall ensure that only Policy documentation duly approved and provided by EATON GATE is used for any electronic trading with Platforms and only following any integration and acceptance testing by EATON GATE of its own operating systems or environment that may interface or support any Platform. The Intermediary will make available appropriate resources to support the execution of any interface or acceptance tests (or other tests) which are required to give effect to this Agreement.

Where the Intermediary carries out restrictive risk acceptance activities to make insurance arrangements by accessing the EATON GATE digital insurance technology system ("Enhanced Customer Support Portal"), the Intermediary shall ensure that it only operates strictly in accordance with rules and guidance prescribed by EATON GATE acting in its sole discretion and uses the Policy documentation and rates duly approved and provided by EATON GATE from the Enhanced Customer Support Portal.