

Dayinsure Broker Terms of Business

TERMS OF BUSINESS AGREEMENT (TOBA/THE AGREEMENT)

This agreement relates to short period insurance arranged through our website(s) and any other related products that we offer or facilitate and regulates the terms of business between us and you. Your use of our Web Site will be subject to these trading terms. If you do not wish to adhere to the Trading Terms, you should not use our site.

1. INTERPRETATIONS AND DEFINITIONS

Where expressions are not specifically defined and are capable of having a special meaning according to the usage or custom of the relevant business, such expressions are to be interpreted accordingly. References to a party shall mean either party to this agreement as the context dictates unless otherwise specified. The singular includes the plural and vice-versa and any words importing gender include the other gender. The company is a general insurance broker and acts on behalf of various Insurers. Any business placed by the agent via the company with the insurer is placed following the express authority of the Insurer for the company to accept business on the Insurers behalf from the agent always subject to the terms of this agreement.

- a. **"The Company", "We", "us", "our"** are all terms referring to dayinsure.com limited who are authorised and regulated by the Financial Conduct Authority (FCA) under reference number 304010 and whose registered office is Mara House, Tarporley Business Centre, Nantwich Road, Tarporley, Cheshire CW6 9UY.
- b. **"You", "your", "agent"**, means the agent, intermediary holding the agency who has applied to us and been accepted as an intermediary in the transaction of insurance policies via the Web Site on behalf of your clients.
- c. **"The Web Site"** means URL www.dayinsure.com/broker and any other site in addition to this through which we transact insurance or other business with other brokers.
- d. **"Client", "Policyholder"** means a person or persons or a legal entity who or which is a policy holder or a prospective policyholder.
- e. **"Commission"** means the commission payable to the agent by the company in accordance with the terms of this agreement.
- f. **"Commencement date"** means the date that we accept the agent as an intermediary.
- g. **"Enforcement Action"** means any formal action begun by the FCA which involves the issue by the FCA of a warning notice, decision notice or final notice under FSMA.
- h. **"FCA"** means the Financial Conduct Authority.
- i. **"FCA Rules"** means all rules made pursuant to the FCA including without limitation the rules on insurance selling and administration.
- j. **"FSMA"** means the Financial Services and Markets Act 2000.
- k. **"Insurer"** means the risk carrier or their agent on whose behalf the company is acting or with whom the risk is placed.
- l. **"IPT"** means Insurance Premium Tax at the prevailing rate.
- m. **"General Insurance Business"** means insurance business as described within the FCA Handbook Glossary.
- n. **"Related Products"** means any products sold as part of a package of products sold at the same time and as part of the same transaction as the purchase of short term insurance cover.
- o. **"Scheme Agreement"** means the agreement in place between the Insurer and the Company regulating the short term products.

- p. **"Personal Data"** means any Aviva personal data and not Agent customer data

2. APPLICATION OF THE AGREEMENT

- a. These trading terms allow you to access the website via the agent login using a unique password after registering and being approved as an agent for the purpose of selling the insurance and related products contained within the website to your clients. The rates for the short term insurance and other products are fixed by us at our sole discretion and you are not entitled, under any circumstances, to alter the value of those items. You are entitled to add a value (your commission) onto the fixed value of the products purchased. That value is within maximum parameters detailed on the website and can be selected by you as either a percentage of the sale or as a fixed amount on top of the sale value. In both instances the IPT is added as a value of either the percentage or fixed price commission. You are entirely responsible for any taxes, levies or otherwise that are due and payable on your commission on the sale save and except for IPT which we will collect and pass onto the Insurer.
- b. You will be able to access the broker support area of the website at any time using the secure login/password in order to view all previous transactions and print out a list detailing such transactions. You will not be able to amend any information and the screens are for read only purposes.
- c. In order to make a booking on behalf of a client you will be required to provide information about the client as is requested during the quote and buy process. Once the product has been purchased you will not be able to amend any of the information or scope of cover or dates of cover unless at our sole discretion we provide for such actions to be undertaken within the website process. There is no requirement for a 14 day cooling off period and any cancellation refunds will be in line with our cancellations policy.
- d. This agreement shall be governed by and interpreted in all respects in accordance with the laws of England and Wales and both parties agree to submit to the jurisdiction of the English courts unless specifically agreed in writing by both parties to accept an alternative jurisdiction.
- e. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this agreement which will remain in full force and effect. In such event the parties shall negotiate in good faith with a view to replacing the invalid or unenforceable provision with the legal and enforceable provisions which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.
- f. You will not be liable for any share of the liabilities and losses of the Company except to the extent that such liability and losses have arisen by virtue of a breach by you of the provisions of this Agreement and Codes of Practice and conduct.
- g. This Agreement is personal to the parties and the benefits and obligations may not be assigned or delegated by any party without our written consent.
- h. References to statutory provisions shall include any modification, re-enactment or consolidation.
- i. No failure by either party in enforcing any of its rights shall prejudice its right to do so in the future.
- j. In this Agreement, "Force Majeure" shall be in any cause preventing either party from performing any or all of 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 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.

3. GENERAL TERMS

a. The parties hereto may, by mutual consent, agree to vary the terms and conditions of this Agreement at any time in writing. In the event of mutual consent not being attained, we reserve the right to give 30 days' written notice to you of variation to the conditions of this Agreement excepting always variations of conditions that are specifically provided for in this agreement.

b. The appointment and continuance of the agency is strictly conditional upon the Agent being authorised by the FCA for insurance selling and administration of General Insurance Business.

c. The parties acknowledge that the clients whose business is referred to us by you are clients of the Agent. We undertake not directly and knowingly to solicit your clients away from you during the currency of this agreement and during the period of 2 years following termination of this Agreement provided always that if the client becomes a direct customer of any of our websites other than www.dayinsure.com/broker then they shall be treated as joint clients of both us and you for the purposes of communication and marketing and selling products to that client.

d. The ownership of any clients introduced by you to us will remain with you in relation to all aspects of the ownership and use of the data as defined in clause 3(c) above. We will only communicate with the clients in any manner we deem appropriate for the purposes of administering the product sold, to the client, policy term or dealing with claims or on instruction from the Insurer. We will seek your permission to communicate with the clients for any other purpose subject to provision provided for in clause 3(c) of this agreement provided always that if the client becomes a direct customer of any of our websites other than www.dayinsure.com/broker then they shall be treated as joint clients of both us and you for the purposes of communication and marketing and selling products to that client.

e. We hereby agree that all insurance business transacted in performance of this Agreement arises out of an agent/client relationship and acknowledges that the policyholders' goodwill rests with the Agent.

f. Any complaints made or intimidated by any party to the Insurance contract must be notified to us within 48 hours of receipt of such complaint. We and the Insurers have established complaints procedures which are clearly presented in the relevant policy documentation. You agree to co-operate fully with us and/or the Insurer to facilitate the fair and efficient resolution of complaints.

g. You shall immediately advise us in writing should the FCA initiate an investigation or any enforcement action is taken in respect of you, your employees, agents, Appointed Representatives, representatives or sub-contractors.

h. You shall immediately advise us in writing if a Terms of Business Agreement you have in place with an insurer is terminated stipulating the reason for the termination.

i. You shall at all times maintain Professional Indemnity insurance in accordance with the FCA requirements.

4. INTELLECTUAL PROPERTY

a. You shall not use our or the Insurer's name or logo or other trademark or similar device without the express permission of us or the Insurer, nor shall any intellectual property rights in the same be transferred to you as a result of this agreement. All Intellectual property rights in Policy or other documentation or marketing materials relating to Policies or otherwise shall remain with and vest with us and/or the Insurer.

b. We shall not use your name or logo or other trademark or similar device without your express permission on any white labelled version of our web site, nor shall any intellectual property rights in the same be transferred to us as a result of this agreement.

c. The website and all software used to generate it, the rates and anything associated with the underwriting, materials, rating mechanism or methodology are owned by us. This includes but is not limited to any trademarks used in connection with the website. The only rights or interests that you are granted are those set out in these terms. The images, names and logos on the website remain the sole property of the company and nothing shall be deemed to confer on you or any person, any licence, or right on the part of you or any third party with respect to any such image, name or logo.

d. Where the copyright in the material contained in this website belongs to us we grant no rights to copy or use any of the material, images, processes or any other element of the website. In the event you wish to copy any part of the site or any material contained therein then you should contact us for express written permission.

e. We reserve the right to block access to the Website of any user at any time, either temporarily or permanently, if we deem in our absolute discretion that it is reasonable to do so.

f. The products and technology or processes described in this Website may be subject to other intellectual property rights reserved by us or by other third parties (and no licence is granted in respect of those intellectual property rights).

g. Images on this Website are protected by copyright and may not be reproduced or appropriated in any manner without the written permission of their respective owner(s).

5. USE OF THE WEB SITE

a. We have agreed to appoint you as an agent and to permit broker access to the Web Site by those Authorised Persons notified by you to us. We will provide an initial password. You are responsible for controlling the use of passwords and shall ensure that proper procedures exist in your organisation to ensure that only Authorised Users have access to the web site on your account.

b. You shall ensure that all passwords are maintained securely and confidentially. You shall be responsible for and shall immediately take steps to instruct us to terminate access by persons who should no longer have access to The Web Site on Your account.

- c. You shall inform us immediately if you become aware of any unauthorised use or disclosure or loss or theft of any of the passwords.
- d. The information you supply on behalf of your clients or by your direct customers themselves will be kept confidential to us and the Insurers with whom we deal, save or unless we are required by law to make any disclosure. We have taken care to protect any information that you provide to us. We have used an encryption device to keep your clients personal information and credit or debit card account details as secure as possible. Your agent number and password is unique and this helps us to protect your information. You will need your agent number and password to access your information on the website. You should therefore not disclose either your Agent number or password to anyone. We will accept no responsibility or liability if a third party obtains and uses any agency number or password.
- e. We may suspend the operation of or make changes to The Web Site or disable your broker access to The Web Site at any time without notice for any reason.
- f. You and us further agree that insurance policies may be validly bound electronically through the use of The Web Site and waive any rights to bring an action, claim or proceedings declaring or to raising as a defence to an action, claim or proceedings, the invalidity of an insurance policy on the grounds that the insurance policy was formed electronically.
- g. It is your responsibility to ensure that you have the appropriate hardware, software and virus protection to enable you to use The Web Site safely and securely. You shall make your own arrangements for internet connection, and are responsible for any telephone costs and/or charges which may become due in relation to accessing and using The Web Site.
- h. You shall not access or attempt to access unauthorised areas of The Web Site or probe, scan or test the vulnerability of The Web Site or use any devices, software or routine to interfere with the proper working of The Web Site
- i. You shall not reverse engineer, decompile, copy, distribute, disseminate, sub-licence, modify, translate or adapt any software or other code or scripts relating to The Web Site or knowingly post or transmit any information that contains a virus, worm, Trojan horse or other harmful or disruptive components to The Web Site.
- j. Certain (hypertext) links may lead you to Websites that are not under our control. When you activate any of these links, you will leave our Website and we have no control over and will accept no responsibility or liability in respect of the material on any such other Website.

6. COMMISSION

- a. Commission on each specific policy is payable at the rates notified by you to us in accordance with paragraph 2(a) of this agreement.
- b. The Company may alter its commission terms by giving 30 days notice in writing to you.
- c. Commission shall only be payable if:
- i. The gross premium has been paid to and retained by us.
 - ii. This Agreement has not terminated.
 - iii. The policy has not been cancelled and the premium refunded to the customer.
- d. If we allow any refund of premium either at our sole discretion or on instruction from the insurer you shall either repay us the commission due thereon in the event that you have already been paid the commission or we will, at our discretion, deduct the commission repayment due to us on that policy from the next

- monthly statement of commission due to you. We will advise you of the action we will take to recover the relevant commission and the reasons for the policy refund. In the event the commission has not yet been paid we will remove any reference to the commission due on that policy from the next monthly statement of commission due to you as the policy has been refunded and there is no commission due to you in relation to that transaction.
- e. We reserve the right to off-set and deduct from any commission due to you from time to time any monies due to us from you on any account whatsoever.
- f. Unless we tell you otherwise there is no option to refund insurance premium payable in any circumstances due to the short term nature of the policies sold.

7. TERMINATION OF THIS AGREEMENT BY YOU OR US

- a. at any time by mutual agreement; or
- b. on the expiry of 60 days written notice delivered by registered or recorded delivery post; or
- c. Without notice if the authorisation by FCA of you or us to undertake any general insurance regulated activities is terminated following any proposed or actual disciplinary proceedings for any failure to comply with the FCA Rules, or for any failure to comply with the FCA Rules in respect of any regulated activities undertaken by you in pursuance of the duties delegated to you under this Agreement; or,
- d. If you or we fail to remedy any other breach of this Agreement, or any unsatisfactory conduct, within a reasonable period of you or us notifying the other party in writing.
- e. Without notice if there are reasonable grounds to suspect fraud, or in the event of the bankruptcy, insolvency or liquidation of you or us or on the approval by creditors of you or us of a voluntary arrangement or on the making of an Administration order in relation to you or us or
- f. In the event of termination nothing in this agreement shall affect the right of action of us as detailed in this agreement or its rights to recover premium from you, your clients or any of them, or to apply any return premiums received from Insurers against any moneys which may be owed by you or your client.
- g. All rights to commission cease from the date of termination other than in respect of completed business introduced by the Agent up to and including the date of termination.
- h. All books, papers, records, software and other property of the Company must be surrendered immediately.

8. COMMUNICATION

- a. The prime means of communication in respect of business transacted via our website is email unless specifically provided for in this agreement and you and we accept that electronic communication is acceptable and that such communications constitute written confirmation including electronic generation and delivery of insurance policies and documentation.

9. INDEMNITY

- a. You shall indemnify us and/or our Insurers from and against any proven, foreseeable and fully mitigated loss, cost, liability, claim or damage which we, and/or our Insurers, might suffer or incur as a result of a default by you of any of your obligations expressed or implied arising under or in connection with this Agreement and for any acts carried out by you outside the scope of the authorities given under this Agreement.

10. RECORDS, DOCUMENTS AND QUOTATIONS

- a. You shall allow us and/or the FCA to access your premises and any representatives or sub-contractors used pursuant to this agreement to inspect review and or copy without limitation all records documents files audio and video tapes computer databases information stored electronically and any other material or information that we or the FCA may require which relate to your obligations under this agreement and or the regulatory regime for General Insurance Business.
- b. You shall at all times comply with the FCA requirements for the creation, maintenance and retention of business records.
- c. It is the duty of you and your client to disclose all circumstances material to the insurance. Failure to do so may invalidate the insurance or enable the Insurers to decline a claim. The obligation to disclose material facts exists both at the time when the insurance contract commences and throughout the duration of the contract. If there is failure to disclose any material information then the insurance may not cover the Policyholder properly or may not operate at all. If you are unsure about any matter you should contact us for assistance. You are advised to keep copies of all documents or correspondence that you send to us for your own protection. If you provide information about other people, then it is your responsibility to check the accuracy of that information and that other people have given you permission to give their information to us. Any matters or information which might influence the acceptability or otherwise of the proposal for insurance or the continuance of it must be disclosed at the earliest opportunity.
- d. A sample of the policy is available for you, your client, or any visitor to the site and can be downloaded from the site. Please read it carefully as it is that document along with the policy schedule and any certificate of insurance or written agreement that is the basis of the cover purchased. If there is any doubt over any of the terms or conditions, please seek our advice promptly.
- e. All transactions are completed on-line and you or your clients should not proceed to the payment screen and then authorise payment if you do not wish us to collect money from you or your client. Quotations are valid and guaranteed only for period of the internet session between your, your client's point of access and ours.
- f. We reserve the right to retain Certificates of Insurance and any other documentation until any payments due under the policy have been cleared through our bank account.
- g. We reserve the right, at any time and without prior notice to remove or cease to supply any product of service contained on our Website. In the event that such removal takes place we shall not be liable to you in any way whatsoever for such removal. Applications for Products and Services: Prices and details of products and services (and any offers) posted online are subject to change without notice. All products and services are subject to availability and we give no guarantee in this regard. The provision of details of products and services on this Website are not, and should not be construed as, an offer to sell or buy such products or services by the relevant company. The company advertising the products and services concerned may accept or reject your offer at its sole discretion.
- h. We give no guarantees as to the availability of our on-line products at any given time or periods of time and shall not be liable in any way whatsoever to you or your clients for such unavailability of our products to be purchased at any given time.
- i. We reserve the right to change the terms and conditions of use of the website at any time by posting changes on the Website. It is your responsibility to review the Website terms and conditions

- regularly to ensure you are aware of our latest terms and conditions of use. Your use of this Website after a change has been posted will be deemed to signify your acceptance of the modified terms and conditions. We recommend that you print off and retain for your records a copy of these terms and conditions of use from time to time and a copy of any terms and conditions of use relating to any product or service which you apply for on-line, together with any related application and/or proposal form duly completed and submitted to us (and received by us). Any amendment to any terms and conditions of use must be agreed in writing by us.
- j. You are advised that the Insurer exchanges information with other Insurers through various databases to help them check information provided and also to prevent fraudulent claims and you consent to your clients details being used for any such purposes.
 - k. The MID is a database of policies and vehicles operated by the Motor Insurers Information Centre on behalf of the Motor Insurers Bureau. We will use our best endeavours to submit details of your clients policy, drivers and vehicles to the MID within 48 hours of the cover date.
 - l. If the Policyholder has occasion to claim on the policy the Insurer must be notified promptly. Notification to us does not constitute notification to the Insurer.
 - m. We reserve the right to make charges for the arranging of any policy of insurance. These charges will always be clearly identified and shown separately. We make a non-refundable charge (amount specified on the relevant documentation) for the issue of any policy. Administration fees will be identified separately. We also reserve the right to make a further charge to your policyholder should any payment default (cheques, credit cards, direct debit or any other method of payment). Any charges made on defaulting payments will be notified to your Policyholder. In the event of any cancellation or voidance of a policy, irrespective of any period of unexpired cover, there will be no return of premium allowed unless we are specifically instructed so to do by the Insurer at their sole discretion. There is no cooling off period allowed under contracts of less than 1 month duration.

11. PREMIUMS AND ACCOUNTING

- a. We act as agent of the Insurer for the purposes of receiving and holding premiums from Insured's and receive premium risk transfer so that once premiums are paid to us they are deemed to have been paid to the Insurers.
- b. Where the Agent is not authorised to act as agent of the Insurer under the terms of this Agreement the Agent agrees to comply in all respects with the regulatory requirements of the FCA including but not limited to those for client money.
- c. Any commission due to you as a result of business written using the premium collection arrangements on our website from either you on behalf of your clients or from direct clients will be accounted for to you within 28 days of the end of each calendar month in respect of the latest completed month exclusive of any IPT payable on the premiums collected.
- d. We will make any commission payments due to you direct into your bank account by BACS or by such other means as we may agree between us in writing from time to time.

12. THE REMAINING TERMS OF APPOINTMENT IMPOSED IN THIS AGREEMENT BY THE COMPANY REFLECT THE REQUIREMENTS OF THE INSURER IN THE COMPANY APPOINTMENT OF YOU, THE AGENT

- a. The Insurer imposes obligations upon the Company to ensure that any sub-agent is bound by minimum contractual obligations to the Company which reflect the obligations the Company has to the Insurer and passes rights to the agent in the handling of particular features of the process. You shall be legally bound by these Insurer imposed contract terms and conditions with the Company and You agree that the Company may disclose the entire contents of this agreement to the Insurer upon request by the Insurer.
- b. You may carry out ONLY the functions listed below or such other functions as are agreed beforehand in writing by Aviva;
- i. Pass enquiries to the Company
 - ii. Calculate premium / terms via the Company website
 - iii. Collect Premium
 - iv. Issue new business documentation prepared by the Company
- c. You may not further delegate or assign or subcontract any functions delegated to them.
- d. Your appointment as an Agent of the Company must be capable of termination on 14 days' notice or less on the instruction of the Insurer without the Company having to give any reason on and clause 7 (b) shall not apply where the termination of the Agreement is imposed on the Company by the Insurer under this provision.
- e. If the Scheme Agreement between the Insurer and the Company should terminate for any reason your appointment will automatically terminate, unless otherwise agreed by Aviva in writing. We will promptly notify You of the termination of the aforementioned Scheme Agreement.
- f. You must advise Policyholders that You are acting as the Agent of the Company and not as the agent of Aviva for the processing of the short term insurance products under the Company websites.
- g. You shall agree to provide us with such information as the Insurer may decide from time to time is required in order for Us carry out adequate due diligence and vetting procedures prior to Your appointment and deliver adequate monitoring of You during the term of Your appointment as our Agent.
- h. You the Agent remain liable for any act, error or omission on Your part or those of your employees and You shall indemnify and keep Us indemnified after, as well as before the termination of this Agreement from and against all loss, damage and liability suffered and expenses (including but not limited to legal expenses) incurred by Us resulting from any and all fraudulent or negligent acts and omissions, or breaches of the terms of this Agreement by You.
- i. The Insurer reserves the right to introduce minimum "core" terms of delegation which We will be required to enter into with You to whom delegation is made, and to vary such terms from time to time subject to reasonable notice

13. CLIENT MONIES (RISK TRANSFER IS EXTENDED TO YOU BY THE INSURER UNDER THE TERMS OF OUR SCHEME AGREEMENT)

- a. Under the terms of our scheme agreement with the Insurer Aviva hereby appoints You as its agent for the collection of premium monies on its behalf and (where applicable) for the payment of return premiums to Policyholders, as follows:

- i. All monies held by You as Aviva's agent shall be:
 1. deposited in a segregated bank account in an Approved Bank (as defined by the FCA) which account shall be designated as an "insurance broking account" or "insurance bank account"; and
 2. held on trust for the benefit of Aviva
 - ii. Such trust may either
 1. Be for the benefit of Aviva (together, if applicable with other insurers with whom You place insurance business); or
 2. Where FCA Rules permit monies held on trust for Aviva to be treated as "Client Money" such monies may be co-mingled with other "Client Money" and held in either a "Statutory Trust" or a "non Statutory Trust" and Aviva consents to its interest under such trust being subordinated to the interests of Your other client
- b. You agree to supply Us on Behalf of and for transmission to Aviva on request:
1. copies of all documents setting up and designating the bank account and/or constituting the trust and thereafter copies of any amendments to such documents
 2. copies of all audits and accounts produced in relation to the trust
- c. For the protection of Policyholders and without prejudice to Aviva's right to recover from Us in respect of any premium received by You and not passed to Us and/or return premium paid to You and not passed on to the Policyholder of the relevant Policy we have the right to recover any such premium from you upon demand.
- d. You shall be entitled to retain interest on any Premium held in a bank account set up by You and operated in accordance with this Agreement subject where applicable to FCA Rules.
- e. You may not secure any advances of credit against the bank account operated pursuant to this Agreement without Aviva's prior written approval obtained through our offices. Any such securing must be where permitted by and in accordance with FCA Rules.
- f. References in this Agreement to "trusts" shall in the case of monies held in Scotland, refer to monies held in accordance with the Scottish Law of Agency
- g. Aviva may instruct Us to withdraw this appointment from You by 14 days' notice in writing to you.
- h. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent required for Your appointment in accordance with the terms of this Agreement to directly enforce this Agreement against Aviva, but not otherwise. However the terms of this Agreement may be amended or this clause withdrawn without the consent of or notice to You.

14. CONFIDENTIALITY AND ANNOUNCEMENTS

- a. You shall not, during the term of this Agreement or thereafter, use (except for the purposes expressly permitted by this Agreement) or disclose to any third party any confidential information which has been or may be supplied or divulged by Us or our Insurer to You (including any information which is supplied by or to representatives, agents or advisers of the parties) either orally or in written or electronic/machine readable form that is either non-public, confidential or proprietary in nature ("Confidential Information").
- b. You shall be entitled, but only to the extent reasonably necessary, to disclose the whole or any part of the Confidential Information;

- i. to Your officers, employees, agents or professional advisers to the extent necessary to enable You to perform or to enforce any of Your rights or obligations under this Agreement subject in each case to You ensuring that the person in question keeps the same confidential and does not use the same except for the purposes for which the disclosure is made; or
 - ii. To any third party, subject to Our prior written consent.
- c. You shall not make any announcement regarding the terms of this Agreement whether to the public, the trade or otherwise, without Our express consent in writing.
- d. This confidentiality undertaking shall continue in force notwithstanding termination of this Agreement.

15. COMPLIANCE, SYSTEMS, INTERMEDIARY APPOINTMENT TERMS

- a. It shall be a condition of this Agreement that in performance of Your obligations under this Agreement You shall at all times comply with all applicable Principles, Rules and Guidance issued by the FCA from time to time ("FCA Rules") and any failure by You to do so shall be construed as a material breach of this Agreement.
- b. Without prejudice to the other provisions of this Clause You undertake, in the performance of this Agreement to conform with all applicable statutory and regulatory requirements and any statutory amendment or re-enactment as shall apply from time to time.
- c. Without prejudice to the other provisions of this Clause, You will implement appropriate systems of control and quality assurance methods to ensure that Your business in relation to this Agreement is conducted in accordance with the requirements set out below and with best practice in the insurance industry.

16. CONFLICTS OF INTEREST AND DATA PROTECTION

- a. It is Your responsibility under FCA Rules to make sure that by entering into this Agreement, in performing any of Your obligations, exercising any of Your rights or the Authorities, achieving or seeking to achieve any targets and in accepting and making use of benefits, that You maintain and operate adequate systems and controls for identifying, preventing and managing any potential or actual conflict of interest that may arise between You and Your customers.
- b. We shall be entitled to terminate this Agreement or to amend it as We consider appropriate in the event that by entering into this Agreement, in performing any of Your obligations, exercising any of Your rights, achieving or seeking to achieve any targets and in accepting and making use of benefits, either alone or in conjunction with any other arrangement or agreement between You and Us, either You and/or Us are considered by the FCA and/or the PRA or found by any court or authority to have given or accepted any inducement which conflicts materially with Your obligations to treat customers fairly and act with integrity, or otherwise have acted contrary to any of the FCA Rules (and all applicable Principles, Rules and Guidance issued by the PRA from time to time ("PRA Rules")), the Financial Services and Markets Acts 2000 or the general law ("Infringement Finding"). In the event of an Infringement Finding, You will, immediately upon request repay to Us any Benefits which are the subject of the Infringement Finding.

Data Protection

- a. You warrant and undertake to Us that:
- i. You will maintain all registrations and notifications in terms of the Data Protection Act 1998 (the "DPA") which are required for or otherwise appropriate to the performance of Your obligations under this Agreement;
 - ii. in the performance of the Agreement You will comply with the DPA (including without limitation the data protection principles set out in the DPA) and with guidelines and guidance notes issued from time to time by the Information Commissioner;
 - iii. You will act only on the instructions of Us or Aviva in relation to personal data (if any) processed by You on behalf of Us or Aviva;
 - iv. You will ensure that, in respect of personal data (if any) processed on behalf of Us or Aviva, appropriate technical and organisational measures are taken against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to, such personal data;
 - v. You will use all reasonable efforts to assist Us to comply with all obligations imposed on Us by the DPA. For the avoidance of doubt, this includes the obligation to:
 - vi. provide Us with reasonable assistance in complying with any subject access request served on Us under Section 7 of the DPA;
 - vii. promptly inform Us about the receipt of any subject access request received by You;
 - viii. not disclose or release any personal data in response to a subject access request without first consulting with and obtaining Our consent; and
 - ix. not disclose personal data to or allow access to it other than by employees and/or third parties engaged by You to perform the obligations imposed on You by this Agreement and to ensure that such employees and/or third parties are subject to written contractual obligations concerning the personal data which are no less onerous than those imposed on You by this Agreement; and
 - x. Not transfer personal data outside the European Economic Area without Our prior written consent.
- b. You further warrant that:
- i. You are not subject to any prohibition or restriction which would restrict or otherwise affect Your ability to disclose or transfer contact details and other relevant personal data relating to customers and/or potential customers to Aviva; and
 - ii. Any such disclosure or transfer will not give rise to any breach of any provision of the DPA, any duty of confidentiality, any intellectual property rights of a third party, or any contractual obligation on Your part.
 - iii. For the avoidance of doubt any other business arrangements which You may have in existence between Aviva and Yourself shall not be affected by the terms of this Agreement subject to any express written agreement to the contrary between the parties.

17. TERMINATION

a. If either party shall commit a material breach of the terms of this Agreement the other party may in addition to any other rights and remedies it may have, serve written notice upon that party specifying in reasonable detail the nature of the breach and either:

- i. requiring that party to remedy the breach (if capable of being remedied) within 14 days, failing which this Agreement shall terminate immediately; or
- ii. Terminating this Agreement immediately, if the breach cannot be remedied.

b. This Agreement shall terminate forthwith:

- i upon the termination of Your Terms of Business Agreement;
- ii. upon the termination, suspension, removal or impairment of any relevant licence of either party to conduct business in the manner envisaged in this Agreement (including, without limitation, termination, suspension, removal or impairment of either Party's authorisation by the FCA or PRA (as appropriate)); or
- iii. if at any time either party:
 - iv. makes or proposes any voluntary arrangement or scheme of arrangement with its creditors (within the meaning of the Insolvency Act 1986); or
 - v. has a chargee take possession, or shall have a receiver, administrative receiver or administrator appointed, over any of its property or assets; or
 - vi. (being a company), becomes subject to an administration order or goes into liquidation or provisional liquidation (otherwise than for the purpose of solvent amalgamation or reconstruction); or
 - vii. (being a partnership), is dissolved; or
 - viii. (being an individual), becomes the subject of a bankruptcy order; or
 - ix. ceases or threatens to cease to carry on business or is unable to pay its debts Within the meaning of Section 123 of the Insolvency Act 1986.

c. You or the Company (as the case may be) shall give notice in writing to the other of the happening of any above mentioned event or on becoming aware that any such event may occur, if sooner.



Signed
for and on behalf of Dayinsure.com Limited
Print name: John Hatfield
Title: Chief Executive Officer