



**Gresham Underwriting Limited
Terms of Business Agreement**

G R E S H A M

U N D E R W R I T I N G

T A S K E R

& P A R T N E R S

G R E S H A M

U N D E R W R I T I N G



An Agreement governing the conduct of Insurance Business between:

Tasker & Partners Limited (“TPL”), and **Gresham Underwriting Limited (“GUL”)**, Referred to as “We /Us/Our” TPL and GUL enter into this agreement separately and on their own behalf.

GUL act as agent on behalf of certain managing agents and the underwriting members of all Lloyd’s syndicates managed by them from time to time and/or certain insurance companies (the “Subscribers”), (collectively the “Insurer”)

And

Company Name: As set out in Appendix 1

(referred to as “the Broker”)
(collectively the “Parties”)

SPECIMEN

1. Definitions

- 1.1 Agreement: This agreement.
- 1.2 Broker: An Insurance Broker or Insurance Intermediary or Insurance Network including any authorised Appointed Representative (AR), Member or Franchisee (so long as any such AR, Member or Franchisee is operating under contract to any such Insurance Broker, Intermediary or Network); and as set out in Appendix 1 or agreed in writing from time to time with Us)
- 1.3 Commission: Commission receivable by the Broker at the rates and times as agreed by Us in respect of that Insurance Business.
- 1.4 FCA: The Financial Conduct Authority or any successor regulatory body.
- 1.5 Group: Has the meaning given to it either in section 421 of the Financial Services and Markets Act 2000 or section 262 of the Companies Act 1985.
- 1.6 IDD: The Insurance Distribution Directive (effective 1st October 2018) or as amended there-afterwards.
- 1.7 ICOBS: The Insurance Conduct of Business Sourcebook promulgated and issued from time to time by the FCA.
- 1.8 FOS: The Financial Ombudsman Service
- 1.9 ADR: Alternative Dispute Resolution (out of court redress process).
- 1.10 Insurance Business:
General Insurance distribution activities (other than Insurance Based Investment Products and Long Term Contracts) and including co-manufactured products, carried on by any FCA authorised insurance distributor, including an insurer, reinsurer, insurance intermediary or broker including by Us where the Broker is the cover-holder or the placing Broker.
- 1.11 Records: Anything on which any information of any description is recorded.
- 1.12 Taxes: All Insurance Premium Taxes (IPT) and other para-fiscal charges which may be levied by overseas fiscal authorities on insurance premiums.

2. Scope

- 2.1 The purpose of this Agreement is solely to set out the rights and obligations of the Parties only in respect of the matters specifically addressed in the Agreement. To the extent that any matters relating to the relationship between the Parties are not expressly addressed in this Agreement, they remain unaffected and unaltered by this Agreement. This Agreement shall not override the terms of any underlying contract for or of Insurance Business.
- 2.2 Nothing in this Agreement overrides any distributors (including a Broker's) duty to place the interests of any client before all other considerations nor shall this Agreement override any legal or regulatory requirements (whether obligatory or advisory) which may apply any distributor (including to the Broker) or Us, in distributing any Insurance Business. In particular any distributor (including the Broker) must act honestly, fairly and professionally in accordance with the best interests of any customer.
- 2.3 Subject to clause 2.5 below, the Parties agree that the terms herein shall apply to the conduct of any Insurance Business which has been or may be transacted between the Parties on or after the date of this Agreement. The terms of this Agreement supersede the terms of any other terms of business agreement (TOBA) already in place between the Parties. The terms of this Agreement shall apply from the date of the Agreement.

G R E S H A M

U N D E R W R I T I N G

- 2.4 You will not offer to Us any Business sub-brokered by You and/or for which You do not have a direct relationship or direct contact with the Client described as being the Proposer(s) or Insured(s) or Assured(s) for the purposes of any Business unless otherwise agreed by Us in writing.
- 2.5 Each proposal for Insurance Business, renewal of existing Insurance Business or continuation of cover in respect of any existing Insurance Business will be accepted or declined by the Us at Our sole discretion. The Broker is under no obligation to offer any proposal for Insurance Business or renewal of any existing Insurance Business to Us.
- 2.6 Prior to or at the time of distributing or placement of any Insurance Business (or as otherwise agreed separately in writing between the Parties), the Broker and Us may agree provisions relating to the conduct of that Insurance Business. These provisions may include (but are not limited to) roles and responsibilities relating to administration of the Insurance Business and the handling of claims and processes by which amendments to the risk may be agreed, and so forth. This Agreement shall be subject to any provisions so agreed and does not seek to address such provisions.
- 2.7 Nothing in this agreement shall create or be deemed to create a partnership or the relationship of employer or employee between You and Us.

3. **Regulatory Status**

- 3.1 The Broker warrants that it is authorised by the FCA (or other EEA regulatory body) to conduct insurance mediation activities (as defined in the FCA's Handbook) from the date of this Agreement.
- 3.2 We warrant that the Broker has the necessary permissions from the FCA to conduct insurance mediation activities (as defined in the FCA's Handbook) from the date of this Agreement.
- 3.3 GUL warrants that it is authorised to act as Agent of the Insurer from the date of this Agreement.
- 3.4 The Broker shall inform Us immediately in writing if at any time during the period of this Agreement:
- 3.4.1 The FCA (or other EEA regulatory body) suspends or withdraws the Broker's authorisation; or
- 3.4.2 The Broker otherwise ceases in any way to be authorised by the FCA (or other EEA regulatory body) to undertake any activities in relation to any Insurance Business subject to this Agreement; or
- 3.4.3 The Broker becomes insolvent.
- 3.5 We shall inform the Broker immediately if:
- 3.5.1 The FCA suspends or withdraws authorisation from either TPL or GUL; or
- 3.5.2 We otherwise cease to be able to lawfully undertake any activities in relation to any Insurance Business subject to this Agreement; or
- 3.5.3 TPL or GUL becomes insolvent.

4. **Authority**

- 4.1 The Broker is the agent of the client except as stated otherwise in this Agreement. The Broker shall maintain a written policy which reflects its approach in managing conflicts which shall be proportionate to the distribution activities performed, including circumstances which constitute or give rise to a conflict of interest entailing a risk of damage to the interests of one or more customers and, contain all necessary and appropriate organisational measures. The Broker may only act for Us within the terms of this Agreement or any supplemental agreement and have no authority to bind Us in any way or assign or delegate any of its responsibilities under this Agreement to any third party without Our written agreement.

G R E S H A M
U N D E R W R I T I N G

- 4.2 The Broker agrees that nothing in this Agreement shall require Us to accept any proposal for Insurance or renew any existing policy if in Our absolute discretion We decide otherwise.
- 4.3 The Broker shall be responsible for identifying client needs and advising including any assessment of a particular clients demands and needs and providing an appropriate statement of demands and needs modulated according to the complexity of any proposed insurance contract whether that contract is sold on its own or in connection with other goods or services in an open, honest, fair and professional manner in the best interests of a customer.
- 4.4 We will provide the Broker an Insurance Product Information Document (IPID) aligned to a consumer or commercial customer and where necessary it is the responsibility of the Broker to provide that information to a client objectively and as relevant including giving that information when no IPID is required.
- 4.5 It is the responsibility of the Broker to ensure it and its employees gives a client considers the complexity and type of customer and maintain the necessary knowledge, experience and ability of a typical customer considering a policies overall complexity and when a policy is bought with another policy, including compliance with any timing requirement. We will provide, where possible, any additional information at the request of the Broker.
- 4.6 The Broker must employ personnel with the skills knowledge and expertise necessary for the discharge of the FCA competent employee rule, which at a minimum must include:
- 4.6.1 Minimum knowledge of terms and conditions of policies offered;
 - 4.6.2 Minimum knowledge of applicable laws;
 - 4.6.3 Minimum knowledge of claims handling;
 - 4.6.4 Minimum knowledge of assessing customer needs;
 - 4.6.5 Minimum knowledge of the insurance market;
 - 4.6.6 Minimum knowledge of business ethics standards;
 - 4.6.7 Minimum knowledge of financial competence.
- 4.7 The Broker will not sign documents on behalf of Us or make markings of any kind on policies issued by Us without Our written permission.
- 4.8 The Broker will not advertise on Our behalf, use Our name, brand or trade names, trade-marks or logos without Our written permission.
- 4.9 The Broker has no authority to settle, negotiate or compromise claims on Our behalf and agrees to immediately notify Us in writing of any loss or incident which may give rise to a claim under any Insurance covered by this Agreement, or to notify the Insurer direct where agreed by the Insurer concerned and will not correspond or converse with any client in respect of any such claim for any purpose except to acknowledge the claim and will not enter into any negotiation unless specifically authorised in writing to do so by the Insurer or by Us on behalf of Insurers.
- 4.10 The Broker agrees that notification of any claim, information or fact by the Client does not constitute notification of the same to Us.

5. **Remuneration**

- 5.1 Commission shall be as agreed between the Parties on a risk by risk basis. Any subsequent distribution of commission must not remunerate its employees in a way the conflicts with acting honestly, fairly and professional and in the customers best interests.
- 5.2 The Broker may deduct the Commission upon receipt of the premium. Where premium is payable in more than one instalment, the Broker will only deduct the proportion of Commission that the instalment premium bears to the premium as a whole, unless otherwise agreed on a risk-by-risk basis between the Parties.

- 5.3 Where We quote a Net Premium the Broker is not entitled to any commission and agrees to comply with FCA rules with regard to the disclosure of any fees or charges, in particular the Broker complies with the FCA fee disclosure requirement (extending to all such fees that may be charged during the life of a policy) and remuneration disclosure including any economic benefit of any kind offered or given in connection with the contract and that any commission payable by Us is not guaranteed or contingent on meeting certain targets.
- 5.4 The Broker agrees that We may recover the relevant amount of commission on cancelled policies or where an adjustment has resulted in a return of premium and in the event of any unpaid premium instalments by the Client. We may recover commission from the Broker on a pro-rata basis or in accordance with any cancellation handling condition within the policy. Where we need to recover commission, we shall be entitled to deduct such commission from any commission due to the Broker.

6. THIS WHOLE CLAUSE 6 IS ONLY APPLICABLE WHERE THE BROKER HAS PERMISSION TO HOLD CLIENT MONEY

Premiums and Claims

- 6.1 Where the Broker holds:
- (a) Premium due to be paid to the Us;
 - (b) Return premium due to be paid to the Broker's client; or
 - (c) Claims monies due to be paid to the Broker's client,
- 6.1.1 For business placed with GUL under the products as detailed on the GUL website, the Broker shall hold such monies as the agent and trustee of the Insurer.
- 6.1.2 For all other products or for business placed with TPL, the Broker shall hold such monies as agent of the client.
- 6.1.3 The Broker has no authority under this Agreement to permit any third-party, sub-agent, or Appointed Representative (as defined in the FCA's Handbook) to receive, hold, or pay any money on behalf of the Insurer, without the Our written consent.
- 6.2 The Broker shall advise Us within 7 days of receipt of any request from Us as to whether it has received any specified premiums.
- 6.3 Provided the Broker shall itself have received the premium, the Broker shall pay that premium (net of Commission, but including Taxes) to Us in accordance with the terms of trade agreed between the parties.
- 6.4 Pending payment to Us, a third party or the Broker's client (as the case may be), the Broker shall hold the monies described in clause 6.1 above within its client monies account, which shall be a trust account, established and maintained in accordance with CASS 5. The Insurer has consented to such monies being co-mingled with the Broker's other client monies. The Insurer has further consented to its rights with regard to monies held in the Broker's client monies account being subordinated to those of the Broker's clients, in accordance with CASS 5, and further agrees that any interest earned on the said account shall accrue to the Broker.
- 6.5 Where the Broker does not operate a client money account in accordance with CASS 5, pending payment to GUL or a third party (as the case may be), the Broker shall hold the monies described in clause 6.1.1, above in a fiduciary capacity on behalf of the Insurer, and shall be deposited immediately into an account separate from the Broker's general or operating account for onward transmission and shall not otherwise be retained. The Insurer has agreed that any interest earned on the said account shall accrue to the Broker.

G R E S H A M

U N D E R W R I T I N G

- 6.6 We, within such time as may be given by written notice, either:
- (a) withdraw permission from the Broker to hold premiums and claims monies set out at clause 6.1; in such circumstances the Broker must treat such premiums and claims monies from such time as stipulated by any written notice as Client Money and in strict accordance with the FCA CASS rules and principles. The Broker may hold such premiums and claims monies in either a Statutory Trust or a Non-Statutory Trust, with an approved bank and We consent to our interest under such trust being subordinated to the interests of your customers.
 - (b) request from the Broker copies of trust deeds and letters of exchange or similar documents (including but not limited to copies of all audits and accounts produced in relation to the trust in so far as they relate to monies held) for any bank account (including any client money account) the Broker may operate either in accordance with this agreement or in accordance with the FCA CASS rules and principles in which it is required or chooses to deposit premiums and claims monies belonging to Us.
- 6.7 The Broker will notify Us, within such time as may be agreed between the Parties, that the insured has failed to pay the premium (or, as the case may be, any provisional premium).

7. **THIS WHOLE CLAUSE 7 IS ONLY APPLICABLE WHERE THE BROKER DOES NOT HAVE PERMISSION TO HOLD CLIENT MONEY**

Premiums and Claims

- 7.1 Where the Broker holds:
- (a) Premium due to be paid to the Us;
 - (b) Return premium due to be paid to the Broker's client; or
 - (c) Claims monies due to be paid to the Broker's client,
- 7.1.1 For business placed with GUL under the products as detailed on the GUL website, the Broker shall hold such monies as the agent and trustee of the Insurer.
- 7.1.2 For all other products or for business placed with TPL, The Broker must arrange for payment to be made directly between the client and Us.
- 7.1.3 The Broker has no authority under this Agreement to permit any third-party, sub-agent, or Appointed Representative (as defined in the FCA's Handbook) to receive, hold, or pay any money on behalf of the Insurer, without the Our written consent.
- 7.2 Where the Broker does not operate a client money account in accordance with CASS 5, pending payment to GUL or a third party (as the case may be), the Broker shall hold the monies described in clause 7.1.1, above in a fiduciary capacity on behalf of the Insurer, and shall be deposited immediately into an account separate from the Broker's general or operating account for onward transmission and shall not otherwise be retained. The Insurer has agreed that any interest earned on the said account shall accrue to the Broker.
- 7.3 We, within such time as may be given by written notice, either:
- (a) withdraw permission from the Broker to hold premiums and claims monies set out at clause 7.1; in such circumstances the Broker must cease to collect premiums from customers and make arrangements to ensure any premiums and claims monies held in accordance with clause 7.1 are, in the case of premiums due to Us immediately transferred to Us, and in the case of claims monies or premium refunds immediately transferred and or paid to the Broker's customer.

G R E S H A M

U N D E R W R I T I N G

(b) request from the Broker copies of trust deeds and letters of exchange or similar documents (including but not limited to copies of all audits and accounts produced in relation to the trust in so far as they relate to monies held) for any bank account the Broker may operate to deposit premiums and claims monies belonging to Us.

7.4 The Broker will notify Us, within such time as may be agreed between the Parties, that the insured has failed to pay the premium (or, as the case may be, any provisional premium).

8. **Compliance**

8.1 Each Party will comply with their respective legal, licensing and regulatory requirements applicable to the production, placing, claims handling and premium and claims accounting of any Insurance Business (including all relevant provisions of the IDD effective from 1st October 2018) which the Broker places with Us.

8.2 The Broker will inform the Company in relation to all Insurance Business whether the Insured is classified as a retail customer (i.e. consumer) or a commercial customer for the purposes of FOS or ADR eligibility.

8.3 The Parties will pay due regard to the Contract Certainty Code of Practice published by the London Market Group (or successor body) in issue at the time of placing the Insurance Business.

8.4 Each Party (where applicable) will pay due regard to the European Federation of Insurance Intermediaries (BIPAR) Principles.

8.5 Each Party shall pay due regard to, and co-operate in respect of the observance of, any applicable international economic, financial or trade sanctions legislation which bind the relevant customer, the Broker or Us.

8.6 Neither party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any law against bribery (including without prejudice to the generality of the foregoing the Bribery Act 2010). The Parties shall insofar as required to do so, and whether or not either party is an associated person of the other for the purposes of the Bribery Act 2010, maintain on an ongoing basis its own anti-corruption/bribery policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to prevent corruption/bribery offences and will enforce them where applicable.

9. **General Data Protection Regulations**

9.1 For the purposes of this clause 9:

9.1.1 “we”, “us” or “our” means Tasker & Partners Limited, and Gresham Underwriting Limited (including any and all of its trading names) and this clause applies in whole to each company as a separate entity;

9.1.2 “you” or “your” means your company that processes data; and the terms;

9.1.3 “controller”, “processor”, “processing”, “personal data” and “data subject” shall have the meanings set out in the Data Protection Legislation (or where applicable, shall mean “data controller” or “data processor”;

9.1.5 “product”, is the insurance business, including the insurance contract and taking steps to enter into the contract and for the purposes of administration the product there-afterwards;

9.1.6 “data”, shall mean personal data accessed or made available to us by you in your provision of the products, and other personal data generated by you to us in the course of your provision of the Products which relates to the data subject, us, our staff, agents and consultants or our customers, in each case, including sensitive personal data or special categories of personal data, and where applicable, any payment card data, within the meaning of the Payment Card Industry Data Security Standard (PCI DSS); and

G R E S H A M
U N D E R W R I T I N G

- 9.1.7 “data protection legislation; the GDPR” includes all applicable laws, regulations and regulatory rules which are in force from time to time in respect of the processing of personal data including, the Data Protection Act 1998 (as amended), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and any subsequent legislation enacted and duly in force from time to time, including from 25 May 2018, the GDPR; and all guidance issued by regulatory authorities including the Regulator relating to use of personal data which is binding on us; and
- 9.1.8 “European model agreement”, the standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC as per the European Commission | Decision of 5 February 2010 (as notified under document C (2010) 593) (2010/87/EU), as amended, updated or replaced from time to time pursuant to Data Protection Legislation, Regulators or otherwise; and
- 9.2 Under this agreement with you in relation to the collecting of customers information (the “data”), for insurance products (the “products”), we may share such information with the insurers for the purposes of underwriting or providing a placement facility, and you may be requested to further process that data on our behalf in accordance with any agreed lawful bases;
- 9.3 You are deemed a processor of the Data until such time as you are required to also determine the purpose and means of the processing of the Data, at which point you will become a controller of the relevant Data.
- 9.4 CONTROLLER REQUIREMENTS
- The following controller requirements apply where you become a controller of Data.
- 9.5 Transfer. Where we transfer Data to you, all such assistance and information regarding your processing activities as we may reasonably require in order for us to adequately fulfil our legal obligations must be provided in manner that is open, honest and transparent.
- 9.6 General Compliance. We expect, at a minimum that you shall comply with your obligations as a controller pursuant to the GDPR Legislation and not do anything whilst in control of Data which could have an impact on the trust, confidence and integrity of our business.
- 9.7 Obligations as a Controller. At a minimum we expect you to have in place systems and controls to meet the following obligations of the GDPR:
- 9.7.1 ensure appropriate technical and organisational security measures are in place to protect the Data against unauthorised or unlawful processing, accidental loss, damage or destruction and not transfer the Data outside the European Economic Area save in compliance with approved data protection laws;
- 9.7.2 provide all information that is required of a controller to a data subject;
- 9.7.3 respond to and, as appropriate, comply with any requests from data subjects regarding the exercise of any of their rights pursuant to the GDPR.
- 9.7.4 work together with Us to establish protocols and procedures to ensure that all enquiries from data subjects and or any Regulator and or similar authority are dealt with promptly and in accordance with the GDPR;
- 9.7.5 establish and agree procedures with Us for amending Data to ensure it is at all times accurate and for correcting and notifying Us of any inaccuracies. In any event both parties are expected to inform each other of any inaccuracy in the Data that is shared;
- 9.7.6 ensure you have established some legal bases for processing of Data pursuant to Article 6 or (as the case may be) Article 9; or take responsibility for obtaining adequate consent of the relevant data subject(s); and
- 9.7.7 confirm to us, that you are operating in compliance with 3.2 and 3.3 above, if requested, and as necessary on an annual basis.

G R E S H A M

U N D E R W R I T I N G

9.8 Data Breach Notification. You agree, in respect of data transferred to you as a controller, to promptly (and in any event within 48 hours of becoming aware) to notify us if any such Data has been accidentally or unlawfully destroyed, lost, altered, disclosed without authorisation or accessed (a "Data Breach"). Any notification must include (to the extent known):

- 9.8.1 the nature of the data breach;
- 9.8.2 the categories and approximate number of data subjects and data records that may be affected by the data breach; and
- 9.8.3 the likely consequences of the data breach and its anticipated duration.

9.9 Breach Action. You must take action at your own expense to investigate and resolve any data breach. You must tell us once such data breach is resolved and answer any reasonable questions we have in relation to its cause and resolution. You acknowledge that pending identification of the underlying causes of the data breach and the resolution of the data breach, we may suspend any further transfer of data to you.

9.10 Review. Both parties agree to keep these requirements under regular review, in particular to consider whether: any privacy notices need to be updated to reflect any transfer of Data to you or processing carried out by you as a controller;

9.10.1 whether the purpose of the data sharing has been fulfilled and whether you or if we can now delete Data; and/or

9.10.2 whether these requirements need to be updated or amended or we need to establish any protocol or procedure to enable both parties to comply with the GDPR.

9.11 PROCESSOR REQUIREMENTS

The following processor requirements apply where you are acting as a processor of any Data and set out the scope of processing. In processing Data, you must:

- 9.11.1 at all times process the Data lawfully and fully in compliance with the GDPR to the extent such legislation applies to You as a processor; and
- 9.11.2 process the Data in order to meet your obligations under any written requirements set out in any agreements from time to time that we have with you and otherwise solely in accordance with our written instructions from time to time and for no other purpose;
- 9.11.3 treat all Data as confidential information which should not be disclosed to any third party save in the circumstances set out in any agreement from time to time that we have with you;
- 9.11.4 not appoint or engage another processor without our prior written consent and where consent is given, shall ensure that you have a written agreement with the sub-processor that imposes on the sub-processor in a legally binding manner the obligations set out in this Section 4 applicable to you;
- 9.11.5 take all measures required pursuant to Art. 32 of the GDPR (Security of processing);
- 9.11.6 taking into account the nature of the processing, assist us by appropriate technical and organisational measures insofar as this is possible, for the fulfilment of our obligation to respond to requests for exercising the data subjects' rights of the GDPR;
- 9.11.7 assist us in ensuring compliance with the obligations pursuant to Art. 32 to 36 of the GDPR taking into account the nature of processing and the information available to you;
- 9.11.8 As a controller of Data; you must maintain a record of your processing activities undertaken on our behalf in accordance with Art. 30 of the GDPR (Records of processing activities) and make available to us all information necessary to demonstrate compliance with the obligations laid down in Art. 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by us or on our behalf.

G R E S H A M

U N D E R W R I T I N G

- 9.12 Requests from data subjects and Regulators. Upon receipt of a request from a data subject or any Regulator in respect of the Data under the GDPR, you are expected to:
- 9.12.1 promptly (and in any event within three days) notify us of the request including full details of the request; ensure that you do not respond to that request without our prior written consent (except as required by law in which case You shall to the extent permitted by law inform us of that legal requirement before responding); and
 - 9.12.2 fully co-operate with and promptly (in any event always within five days) and properly respond to all enquiries from us and any regulator so that we can ensure both parties comply in good time with any request by a data subject to exercise any of their rights under the GDPR; and or respond promptly to any enquiry made, or investigation or assessment of processing initiated by any Regulator.
- 9.13 Data Analytics (aggregated information).
- 9.13.1 when we process data, you provide to us about a customer's current, on-going and past insurance arrangements or policies (including data provided for a quotation of the product) we will further process this data to carry out research and analysis (including profiling) principally as part of our actuarial and wholesale services (but not limited to) activities.
 - 9.13.2 we will do this in such a way, which involves large volumes of information being converted into statistical or aggregated data meaning a particular individual can no longer be identified.
 - 9.13.3 some aspects of the research and analysis undertaken are separate from using your information directly in connection with your insurance arrangement but are compatible with our activities as a provider of insurance.
- 9.14 Data Breach Notification. You must promptly (and in any event within 48 hours of becoming aware) notify us of any data breach. Any notification must include (to the extent known):
- 9.14.1 the nature of the Data Breach;
 - 9.14.2 the categories and approximate number of data subjects and data records that may be affected by the Data Breach; and
 - 9.14.3 the likely consequences of the Data Breach and its anticipated duration; and
 - 9.14.4 the measures taken or to be taken to address the Data Breach and mitigate its effects.
- 9.15 Breach Action. You must comply with requirement 3.5 in respect of the Data Breach and you must take all steps reasonably required by us, and provide all reasonable assistance to us, in order for us to deal with any Data Breach without delay. You must not issue any communication to the Regulator or data subjects without Our written approval.
- 9.16 Breaches Indemnity. Each party (whether acting as processor and or controller) agree to keep the other indemnified in full from and against all direct, indirect or consequential losses, liabilities, costs and expenses (including legal expenses) awarded against or incurred as a result of or in connection with its breach of these requirements or any failure to comply with its legal obligations in respect of Data.

10. **Termination**

10.1 This Agreement shall terminate:

- 10.1.1 at any time by one party giving written notice of termination to the other, but only in respect of the parties named within the notice of termination;
- 10.1.2 immediately, without notice, should either Party become the subject of voluntary or involuntary rehabilitation or liquidation proceedings (save for the purposes of amalgamation or solvent re-organisation) or become the subject of an action in bankruptcy or make or propose any composition with its creditors or otherwise acknowledge its insolvency;
- 10.1.3 immediately, without notice, should the Broker have any authority or permission granted to it by the FCA withdrawn or altered by the FCA in such a manner as materially to affect in any way the Broker's ability to introduce, arrange, conclude, administer, perform or otherwise be involved with any Insurance Business which is carried out between the Parties under this Agreement.

10.2 Following termination:-

- 10.2.1 the Parties will agree the procedure for administering the Insurance Business current at the time of termination;
- 10.2.2 the Broker will make all reasonable efforts to provide Us with contact details for any Insured or other Party with whom We have contracted in the conduct of Insurance Business, where such information is reasonably required in order for Us to carry out our obligations in relation to Insurance Business concluded in accordance with this Agreement.
- 10.2.3 the Broker, must, at our option, deliver all Data belonging to us in its then current format and such other format as we may require; and/or save to the extent required by any legal duty or obligation to which you are subject, forensically delete all Data, including without limitation, any Data stored on any magnetic or optical disk or memory and confirm such deletion to us within ten days of our instruction.
- 10.2.4 where permissible the Parties will remain liable to perform their obligations in accordance with the terms of this Agreement in respect of all Insurance Business subject to this Agreement until all Insurance Business has expired or has otherwise been terminated.

12. **Confidentiality**

Each of the Parties will treat information received from the other relating to this Agreement and to the Insurance Business as confidential and will not disclose it to any other person not entitled to receive such information except as may be necessary to fulfil their respective obligations in the conduct of the Insurance Business and 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 actuaries, auditors, professional agents and advisers and other Group companies. 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.

13. **Complaints**

Each Party will notify the other as soon as practicable and within 48 hours of receipt and in accordance with FCA Rules full details of any complaint concerning the other Party relating to Insurance Business subject to this Agreement.

14. **Protection of Reputation**

Each Party agrees it will not, without the written authority of the other Party, make use of the other Party's corporate or trading names or logos and trademarks.

G R E S H A M
U N D E R W R I T I N G

15. **Conflicts of Interest**

The Parties will adopt and/or maintain procedures to ensure that each has in place arrangements for the identification and management of any conflicts of interest that may arise in relation to any Insurance Business including maintaining a written policy which reflects its approach in managing conflicts which shall be proportionate to the distribution activities performed, including circumstances which constitute or give rise to a conflict of interest entailing a risk of damage to the interests of one or more customers and, the measure to be adopted to manage and prevent damaging the interests of a customer; and contain supervision measures; including details of gifts and benefits that can be accepted or granted and steps to be taken as well as all necessary and appropriate organisational measures.

16. **Disclosure**

The Broker will comply with relevant regulatory, fiduciary and legal requirements regarding disclosure of all forms of remuneration from any arrangements it may have for remuneration in connection with Insurance Business including those obligations more expressly set out at clause 5 of this agreement.

17. **Variation and Assignment**

This Agreement may be assigned or varied only in writing by the Parties.

18. **Rights of Third Parties**

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

19. **Dispute Resolution**

19.1 The Parties to this Agreement are committed to resolving all disputes arising under it (and whether such dispute arises before or after termination of this Agreement) without the need for litigation and to allow as far as possible for commercial relationships to remain unaffected by disputes and therefore the Parties:

19.1.1 will notify in writing the detailed nature of the dispute, including financial losses whether incurred or not as soon as practicable and within 5 working days of its happening;

19.1.2 will on receipt of details of any dispute or claim attempt in good faith to resolve any dispute or claim promptly through negotiations between respective senior executives of the Parties who have authority to settle the same;

19.1.3 will attempt in good faith, if the matter is not resolved through negotiation within three months of the dispute arising to resolve the dispute or claim through mediation with the assistance of a mediator agreed between the Parties or as recommended to the Parties by the Centre for Dispute Resolution or such similar organisations (such as The London Court of International Arbitration (LCIA)) or as the Parties may agree; or

19.1.4 if the matter has not been resolved by mediation within six months of the dispute arising, or if either Party will not participate in a mediation procedure, the Parties will refer the dispute in accordance with the Jurisdiction and Choice of Law Clause below.

19.2 Notwithstanding the above, either Party may seek the immediate protection or assistance of the High Court of England and Wales if appropriate.

20. **Jurisdiction and Choice of Law**

This Agreement shall be construed according to English law and any disputes arising under it shall, subject to the provisions of clause 19 above, be determined in the English Courts.

G R E S H A M

U N D E R W R I T I N G

21. **Enforceability Clause**

In the event any portion of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

22. **General Interpretation of this Agreement**

In this Agreement, words importing the singular shall include the plural and vice versa. Headings are included for ease of reference and convenience only and shall not affect the interpretation of the Agreement.

23. **Service of Notices**

Any notices to be given under this Agreement shall be sent by first class recorded delivery post, by hand, or by email to the Compliance Officer at the registered office of the Party to be served. The notice shall be deemed to have been served, if posted, at the expiration of two business days after posting and if by email, or by hand, at the expiration of one business day after it was dispatched.

24. **Force Majeure**

Neither Party shall be liable for any delay or non-performance of its obligations under this Agreement caused by an event beyond its control (a "Force Majeure Event") provided that the Party affected gives prompt notice in writing to the other part of such Force Majeure Event and uses all reasonable endeavours to continue to perform its obligations under the Agreement. Either Party may terminate this Agreement if such Force Majeure Event continues for more than 3 months.

YOUR ACCEPTANCE

The agreement was accepted online for and on behalf of you on at and a copy was e-mailed to you.

OUR ACCEPTANCE

Signed for an on behalf of:

Tasker & Partners Limited

Gresham Underwriting Limited



G R E S H A M
U N D E R W R I T I N G

APPENDIX 1.

Parties to this agreement include any authorised Appointed Representative, Member or Franchisee as may be set out below (or agreed in writing from time to time with Us).

Legal name of firm	Registered Address	FCA FRN	Effective date

End of APPENDIX 1.

SPECIMEN



G R E S H A [^] M

U N D E R W R I T I N G