

## Terms of Business Agreement

An Agreement dated «Recipient\_SignatureDateTime» governing the conduct of Insurance Business between:

**Global Risk Partners Intermediary Limited (trading as specified GRPIL Trading Names identified in the Schedule(s) accompanying this Agreement)** CBI No: C186553, Registered Office: Marine House, Clanwilliam Place, Dublin 2, DO2 FY24 and our UK branch office (FCA No: 849063 55 Mark Lane, London EC3R 7NE) (the “**Company**”) on its own behalf and as Agent of various Insurers (each an “**Insurer**”, together the “**Insurers**”)

and

«Recipient\_LegalEntity\_Name», **Regulator** **No:**  
«Recipient\_LegalEntity\_FCA\_FRN»  
of «Recipient\_LegalEntity\_FullAddress» (the **Broker**)

(collectively the “Parties” and each of them a “Party”)

### 1. Definitions and Interpretation

1.1 **Agreement:** Refers to this agreement, the “Terms of Business Agreement”

1.2 **BIPAR Principles:**

A set of high level principles to follow when handling the placement of a risk with multiple insurers, agreed by BIPAR, the European Federation of Insurance Intermediaries.

1.3 **Commission:** Commission receivable by the Broker which shall be at the rates and times (if any) agreed from time to time in writing on a case by case basis and/or detailed in a Schedule between the parties in respect of that Insurance Business.

1.4 **CPC:** Irish Regulator’s Consumer Protection Code.

1.5 **Group:** Has the meaning given to it in section 8 of the Companies Act 2014.

1.6 **GRPIL Trading Name:**

means a trading name of Global Risk Partners Intermediary Limited that is named in a Schedule to accompany this Agreement.

1.7 **IDR:** The European Union (Insurance Distribution) Regulations 2018

- 1.8 **Insured:** Any Party entering into a contract of insurance which is subject to this Agreement.
- 1.9 **Insurance Business:** Any insurances or reinsurance falling within Schedule 1 or Schedule 2 of the 2015 Regulations
- 1.10 **Records:** Anything on which any information of any description is recorded.
- 1.11 **Schedule(s)** are documents attached to this Agreement provided by a GRPIL Trading Name.
- 1.12 **Irish Regulator:** The Central Bank of Ireland (the “**CBI**”) or any successor regulatory body or bodies to the CBI.
- 1.13 **2015 Regulations:** European Union (Insurance and Reinsurance) Regulations 2015 (S.I. 485 of 2015)

## 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 this 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.
- 2.2 Nothing in this Agreement shall be construed as creating a partnership or joint venture of any kind between the Parties or as appointing either Party as agent of the other Party for any purpose and neither Party shall have the authority to bind the other Party or to contract in its name for any purpose.
- 2.3 Subject to clause 12 (which is to be given a free and unfettered interpretation) nothing in this Agreement overrides the Broker’s duty to place the interests of its client before all other considerations nor shall this Agreement override any legal or regulatory requirements (whether obligatory or advisory) which may apply to the Broker, the Company, or the placing of any Insurance Business.
- 2.4 Subject to clause 2.6 below, the Parties agree that the terms herein shall apply to the conduct of any Insurance Business 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 in respect of those trading names detailed in the Schedule(s) for such Insurance Business. Such TOBA(s) shall continue to apply to Insurance Business transacted between the Parties before the date of this Agreement.
- 2.5 If there is any inconsistency between any of the provisions of the terms of this agreement and the Schedule between the parties, the terms of the Schedule shall prevail.

- 2.6 The Schedule(s) and the Appendix form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the current Appendix and Schedule or, if there are more than one, Schedules.
- 2.7 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 Company at its sole discretion. The Broker is under no obligation to offer any proposal for Insurance Business or renewal of any existing Insurance Business to the Company.
- 2.8 Prior to or at the time of placement of any Insurance Business (or as otherwise agreed separately in writing between the Parties), the Broker and the Company 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.
- 2.9 For the avoidance of doubt this Agreement only covers Insurance Business accepted by the Company under a GRPIL Trading Name that is named in a Schedule to accompany this Agreement.

### **3. Regulatory Status**

- 3.1 The Company and the Broker each warrant that they are authorised by the Irish Regulator (or other EEA regulatory body) to conduct insurance distribution activities (as defined in the Part 1, Regulation 2 of the IDR from the date of this Agreement).
- 3.2 The Broker shall inform the Company immediately in writing if at any time during the period of this Agreement: -
- 3.2.1 The Irish Regulator suspends or withdraws the Broker's authorisation; or
  - 3.2.2 The Broker otherwise ceases in any way to be authorised by the Irish Regulator to undertake any activities in relation to any Insurance Business subject to this Agreement; or
  - 3.2.3 The Broker becomes insolvent; or
  - 3.2.4 The Broker becomes aware of any wrongdoing in relation to the conduct of the Insurance Business; or
  - 3.2.5 The Broker becomes aware of any criminal, compliance investigation and/or disciplinary action in which the Company and/or its directors is or is likely to be involved.
  - 3.2.6 of any material change to its management and/or control, including without limitation any change in directors, partners or control/ownership of the Broker, any change in the corporate or trading name and any

transaction involving the transfer of 15% or more of the Broker's share capital.

- 3.3 The Company shall inform the Broker immediately if: -
- 3.3.1 The Irish Regulator suspends or withdraws the Company's authorisation; or
  - 3.3.2 The Company otherwise ceases to be authorised by the Irish Regulator to undertake any activities in relation to any Insurance Business subject to this Agreement; or
  - 3.3.3 The Company becomes insolvent.

#### **4. Authority**

- 4.1 This Agreement sets out the basis on which the Company will accept Insurance Business from the Broker.
- 4.2 Nothing in this Agreement shall grant the Broker authority to accept, amend, or vary Insurance Business, settle, negotiate or compromise claims, alter any document or policy, or market on the Company's behalf without the Company's prior written consent, and/or commit the Company in any way.

#### **5. Remuneration**

- 5.1 Commission shall be agreed in writing between the Parties and/or determined within the Schedule.
- 5.2 The Broker may deduct the Commission upon receipt of the gross annual premium received in full.
- 5.2.1 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.

#### **6. Premiums and Claims**

- 6.1 The Company is appointed to hold premiums and other monies in respect of Insurance Business on behalf of the Insurers in accordance with the IDR. In some circumstances the Company is permitted by the Insurers to delegate authority to Brokers to collect client monies and the Company has specified within the Schedule whether authority has been delegated to the Broker under these Terms.
- 6.2 The following provisions only apply where authority to collect and hold client monies has been delegated by the Company to the Broker. In all other circumstances the Broker shall have no authority to collect or hold any monies due to the Company or the Insurer in respect of the Insurance Business:
- 6.2.1 Where authority to collect client monies has been delegated by the Company to the Broker, in such circumstances as the Broker holds:-
- (a) premium due to be paid to the Insurer;

- (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.

the Broker shall hold such monies as the agent of the relevant Insurer. The Broker has no authority under these Terms to permit any third-party, sub-agent, or Tied Insurance Intermediary (as defined in the IDR) to receive, hold or pay any money on behalf of the Insurer without the Insurer's consent.

- 6.3 The Broker will remit to the Company all monies in accordance with the period stated within the Schedule between the relevant Company and the Broker. The payment required must be remitted to the Company at its office, or by direct credit to such of its bank accounts, as the Company may nominate.
- 6.4 In respect of monies held under clause 6.2, the Broker shall advise the Company within 7 days of receipt of any request from the Company, whether it has received any specified premiums and notify the Company, 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).
- 6.5 Provided the Broker shall itself have received the premium, the Broker shall pay that premium (net of Commission, but including taxes) to the Company within the time permitted for the Insured to pay such premium in accordance with the terms of trade incorporated in the relevant documentation or otherwise as agreed between the Broker and the Insured. In the event the Broker receives the premium after the time permitted for the Insured to pay the premium and provided the relevant contract of insurance has not been validly cancelled, the Broker shall pay that premium (net of Commission, but including taxes) to the Company as soon as reasonably possible.
- 6.7 Pending payment to the Company or client (as the case may be), the Broker shall hold the monies described in clause 6.2 above as the agent of the Insurer within its client premium account in accordance with the IDR. The Company on behalf of the Insurer consents to such monies being co-mingled with the Broker's other client premium. The Company further consents to the Insurer's rights with regard to premium held in the Broker's client premium account being subordinated to those of the Broker's clients, and further agrees that any interest earned on the said account shall accrue to the Broker.
- 6.8 The Broker will notify the Company, 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).
- 6.9 In the event of the cancellation or avoidance of a contract of insurance, where the Insurer or the Company is obliged by law, regulation, or the terms of the contract of insurance to repay gross premiums in respect of such contract of insurance, the Broker agrees to repay the relevant Commission (which shall not for the purpose of this clause include fees paid by the Insured). Such repayment shall, in the case of cancellation, be only in respect of Commission received by the Broker which is attributable to that part of the premium repaid. Unless otherwise obliged to by law, regulation or terms of the contract of insurance, the Company shall refund premiums net of Commission.

- 6.10 The Broker has no authority under this Agreement to permit any third-party, sub-agent, or Tied Insurance Intermediary (as defined in the IDR) to receive, hold, or pay any money on behalf of the Company, without the Company's consent.

## **7. Tax**

- 7.1 Except where required by law or regulatory authority or by the terms of this Agreement, the Parties agree that the Broker will not be expected to act as guarantor to the Insurer with regard to the payment of any taxes relating to any Insurance Business. Where at the date of this Agreement it is market practice that the Broker administratively arranges payment of taxes, that practice shall continue.

- 7.2 Where the Broker processes and pays taxes on behalf of the Company related to premium in respect of any Insurance Business, the Broker will hold such monies in accordance with clause 6.7 above for the Insurer and account to the Company for amounts received by the Broker in respect of such liability for tax which the Insurer may have in respect of that Insurance Business.

## **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 which the Broker places with the Company under this Agreement in accordance with the IDR and any other applicable law, regulation, guidance, rules, requirements or principles issued by the CBI or other competent authority related to the subject matter of this Agreement.
- 8.2 The Broker will inform the Company in relation to all Insurance Business whether the Insured is classified as a consumer or a commercial customer for the purposes of the Consumer Protection Code 2012.
- 8.3 The Broker will forward promptly notices of Insureds' rights to cancel Insurance Business in all instances where such notices are required by the Consumer Protection Code 2012, the IDR or other applicable law or regulation and in accordance with those rules.
- 8.4 Each Party will pay due regard to the BIPAR Principles.
- 8.5 Each Party shall pay due regard to, and co-operate in respect of the observance of, any applicable financial crime and international economic, financial or trade sanctions laws and regulations which bind the relevant customer, the Broker or the Company.
- 8.6 Neither Party shall take any action which facilitates the evasion of taxes anywhere in the world or which is contrary to any related financial crime laws and regulations (including without prejudice to the generality of the foregoing the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010).
- 8.7 Neither Party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any laws and regulations against bribery (including without prejudice to the generality of the foregoing the Criminal Justice (Corruption Offences) Act 2018).

- 8.8 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 Criminal Justice (Corruption Offences) Act 2018, the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 or any other relevant laws and regulations, maintain on an ongoing basis appropriate systems, procedures and controls designed to prevent any breach of paragraphs 8.4 to 8.7 above.

## 9. E-Trade

Where the Broker trades with the Company electronically the additional terms set out in the E-Trade Appendix herein shall apply.

## 10. Data Protection

- 10.1 The Parties 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.
- 10.2 In respect of the Personal Data a Party processes under or in connection with this Agreement, the Party:
- (a) shall comply at all times with its obligations under the Data Protection Law;
  - (b) 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
  - (c) shall assist and co-operate fully with the other Party to enable the other Party to comply with their obligations under Data Protection Law, 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.
- 10.3 The Parties 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 Data Protection Law. 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 Data Protection Law.
- 10.4 For the purposes of this clause 10:
- “Controller” means the person which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;
- “Data Protection Law” means all applicable statutes and regulations in any jurisdiction pertaining to the processing of Personal Data, including but not limited to the privacy and security of Personal Data;
- “Data Subject” means the identified or identifiable natural living person to whom the Personal Data relates;
- “Personal Data” means any information relating to the Data Subject; and
- “Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.



## **11. Termination**

### 11.1 This Agreement shall terminate:-

- 11.1.1 at any time by one Party giving 30 days' written notice of termination to the other;
- 11.1.2 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;
- 11.1.3 immediately, without notice, should the Broker have any authority or permission granted to it by the Irish Regulator (or other EEA regulatory body) withdrawn or altered by the Irish Regulator (or other EEA regulatory body) 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.

### 11.2 Following termination:-

- 11.2.1 the Parties will agree the procedure for administering the Insurance Business current at the time of termination;
- 11.2.2 the Broker will make all reasonable efforts to provide the Company with contact details for any Insured or other party with whom the Company has contracted in the conduct of Insurance Business where:-
  - 11.2.2.1 the Broker has acted as the agent of the Company;  
or
  - 11.2.2.2 where such information is reasonably required in order for the Company to carry out its obligations in relation to Insurance Business concluded in accordance with this Agreement.
- 11.2.3 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. Access to Records**

- 12.1 The Broker will retain all of the Records created or held by it in its capacity as agent of the Company and all Records received by the Broker for the purposes of the introduction, arranging, concluding, administration or performance of the Insurance Business for a minimum of six years and in any event the minimum



periods required by law or any regulatory body with jurisdiction over the Broker, the Company or the Insurance Business.

12.2 The Broker agrees to allow the Company, on reasonable notice, to inspect and to take copies of the following:-

12.2.1 the accounting records pertinent to any Insurance Business including information relating to the receipt and payment of premiums and claims and documentation such as any insurance contract, addenda or bordereaux in the possession of the Broker relating to the Insurance Business; and

12.2.2 documents as may be in the possession of the Broker which were disclosed to the Company by the Broker in respect of any Insurance Business including, but not limited to, documentation relating to the proposal for the Insurance Business, the placing thereof (including endorsements and reinstatements) and any claims thereunder.

12.3 In the event that the Company requests the Broker to carry out any functions or duties on its behalf, such as the appointment of loss adjusters, lawyers or others, or the Broker otherwise acts as a Broker between the Company and its representatives or agents:-

12.3.1 The Broker accepts the Company's appointment or instructions on the basis that the information received by it in respect of a claim made upon any Insurance Business is disclosable to the Broker's client.

12.3.2 All documentation and records created or received by the Broker in the performance of such functions or duties shall be and remain the property of the Company other than documents over which the Broker has a proprietary commercial interest.

12.3.3 The Broker will take reasonable steps to retain, maintain and safeguard any of the Company's documents in the Broker's possession in accordance with any regulatory requirements which apply to the Company and of which the Broker has notice.

12.4 On termination of this Agreement for whatever reason and on reasonable notice the Broker will deliver up to the Company such documentation if requested.

### **13. 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 insurers or reinsurers, 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.

#### **14. Complaints/Claims**

- 14.1 Each Party will notify the other in accordance with the rules of the Irish Regulator (or other EEA regulatory body) of any complaint concerning the other Party relating to Insurance Business subject to this Agreement.
- 14.2 The Broker shall inform the Company immediately in writing if at any time during the period of this Agreement an Insured notifies the Broker that he/she is considering making a claim.

#### **15. Protection of Reputation/Intellectual property**

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 trade marks.

In addition the parties will retain ownership of their respective rights, including intellectual property rights, in the products, data, databases, computer programs, documents, materials, ideas or other information or any compilation thereof used in the performance of the services.

#### **15(A). Client Ownership**

The Company acknowledges that ownership of the client of the Broker shall remain with the Broker and that the Company undertakes that they shall not, during the term of this Agreement and for a period of 12 months following Termination, directly or indirectly intentionally solicit (or in any manner attempt to solicit) any Client of the Broker.

#### **16. Conflicts of Interest**

The Parties will adopt and/or maintain procedures to ensure that they disclose and manage any potential conflict of interest.

Each Party will maintain separate and independent procedures to identify and manage any conflict of interest that may arise in connection with business conducted under this Agreement.

For the avoidance of doubt, nothing in this Agreement shall require any Company or any Broker to enter into any business relationship with any other Company or any Broker. In particular, consideration will be given to whether:

- the due diligence undertaken on the other party meets any applicable minimum standards;
- the arrangement will be of benefit to customers;
- specific conflicts relating to each individual trading arrangement have been identified and recorded and mitigating controls documented and implemented.

## **17. 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.

## **18. Variation and Assignment**

18.1 This Agreement and the rights and obligations herein may not be assigned, sub-contracted and/or delegated to any other third party without the prior written consent of the Company, unless expressed stated within this Agreement and/or the accompanying Schedule,.

18.2 This Agreement and/or the Schedule may only be varied only in writing by duly authorised representatives of the Parties.

## **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 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;

19.1.2 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 organisation as the Parties may agree; or

19.1.3 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 Ireland if appropriate.

## **20. Jurisdiction and Choice of Law**

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

## **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 this 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 facsimile 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 facsimile, 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 Party of such Force Majeure Event and uses all reasonable endeavours to continue to perform its obligations under this Agreement.

**Company Name: Global Risk Partners Intermediary Limited**

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By: 

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Position: CEO – Global Risk Partners Intermediary Limited

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Date: «Recipient\_SignatureDateTime»

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**Broker Name: «Recipient\_LegalEntity\_Name»**

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By: «Recipient\_SignatureFullName»

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Date: «Recipient\_SignatureDateTime»

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## Appendix 1 – Electronic trading

### ELECTRONIC TRADING SCHEDULE

Where the Broker trades with the Company electronically the following additional terms will apply:

#### 1. DEFINITIONS

"Message"	means Data transmitted electronically between the Broker and the Company, including any part of such data;
"Message Log"	means a complete record of the Messages sent and received by the Broker, either in computer readable or hard copy format;
"System"	means the computer system(s) which the Broker is authorised to use under 2.2 below;
"System Supplier"	means the supplier(s) of the System.

#### 2. USE AND UPDATING OF SYSTEM

- 2.1 The Broker undertakes to comply with the procedures which are from time to time issued by the Company in respect of electronic trading facilities.
- 2.2 Subject to being specifically authorised to do so by the Company the Broker is authorised to use the system for trading with the Company.
- 2.3 The Company reserves the right to suspend or withdraw the Broker's authority to use the electronic trading facilities at any time forthwith upon giving notice to the Broker.
- 2.4 The Broker undertakes to keep the System up to date at all times with the latest releases of software received from the System Supplier. Failure to do so may invalidate any guarantees which apply to the insurance risk.
- 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 Company at its sole discretion based on the product built on the System for use by the Broker. The Broker is under no obligation to offer any proposal for Insurance Business or renewal of any existing Insurance Business to the Company.

#### 3. VERIFICATION OF IDENTITY

- 3.1 Each Message must identify the sender and recipient(s) and must include a means of verifying the authenticity of the Message. Such verification can either be through a mechanism contained in the Message itself or by some other means as provided for in the procedures specified or approved from time to time by the Company.

3.2 Without prejudice to the foregoing the Company may require the Broker to use higher levels of authentication to verify Messages if the Company sees fit.

#### 4. **CORRUPTION ETC OF MESSAGES**

4.1 The Broker will ensure that all Messages sent to the Company are secure against being altered in the course of transmission so that they are received by the Company completely and accurately.

4.2 The Broker and the Company shall accord each Message the same status as would apply to any document or to information sent other than by electronic means, unless such Message is shown to have been corrupted as a consequence of the failure of any computer system, computer or transmission line.

4.3 Where any Message is identified as incorrect or having been corrupted it will be re-transmitted by the sender as soon as possible with a clear indication that it is a corrected Message.

4.4 The recipient must notify the sender immediately of any incomplete or incorrect transmission if the error is reasonably apparent to the recipient.

4.5 Where the recipient has reason to believe that it is not the intended recipient of any Message, the recipient must notify the sender and delete from the System the information contained in the Message, subject to keeping a record of the fact of its receipt.

#### 5. **DISASTER RECOVERY**

5.1 The Broker shall ensure that adequate disaster recovery procedures are maintained so as to ensure prompt handling of business with the Company in the event of disruption or inability to use the System for any reason.

5.2 Full details of the disaster recovery procedures referred to in clause 5.1 shall be provided to the Company by the Broker on request.

5.3 The Broker shall ensure that the System shall store and be capable of re-transmitting at least the last five Message transmissions from the Broker to the Company to enable re-transmission where necessary.

5.4 The Broker will extract full back-up records from the System to ensure uninterrupted customer service without loss of data.

#### 6. **RECEIPT OF MESSAGES**

6.1 Where the Company requests the Broker to confirm receipt of any Message the Broker shall communicate such confirmation to the Company without delay.

6.2 The Broker will process each Message received in accordance with any response times specified by the Company from time to time. In the absence of such specification the Broker will process each Message without

unreasonable delay.

- 6.3 For the avoidance of doubt confirmation of receipt of any message will not, in itself, give rise to any legal obligation, or confer any right on any person or constitute acceptance of any offer contained or implied in such Message.

## 7. **LOGGING OF MESSAGES**

- 7.1 The Broker undertakes to maintain a Message Log including details (without any modifications) of all Messages sent and received by the Broker. The Company will not be obliged to accept liability for any risk where the Broker cannot produce such verification.
- 7.2 The Broker undertakes to produce the Message Log (or any part thereof) on request from the Company.
- 7.3 The Broker will ensure that the Message Log is full and accurate in all respects.

## 8. **ACCURACY OF DATA**

- 8.1 The Broker is responsible for the accuracy of all data input or processed by the Broker.
- 8.2 The Broker will indemnify the Company for any loss or damage sustained by the Company which results from any misuse or corruption of, unauthorised access to, use of or additions or alterations to any data, or any failure to keep the data up to date, unless such misuse, corruption etc is shown by the Broker to be beyond the control of the Broker, its employees or agents.
- 8.3 If the Broker becomes aware of any misuse, corruption etc as set out in 8.2 above, the Broker shall notify the Company immediately.
- 8.4 The Company will not be liable for any loss or damage suffered by the Broker as a result of any delay in relaying data to the Broker.

## 9. **TERMINATION**

- 9.1 The terms set out in this Appendix will cease automatically in the event of the termination of the Broker's agency facilities with the Company, or if the Company withdraws the Broker's authority to transact business electronically with the Company in accordance with 2.3 above.
- 9.2 The provisions of clauses 7 and 8 of this Appendix shall survive any termination, suspension or withdrawal of authority by the Company
- 9.3 The Broker will provide the Company with the Message Log containing all Messages up to the date of termination, suspension or withdrawal of authority by the Company (together any other data which may be requested



by the Company) within 14 days of termination, suspension or withdrawal of authority.

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Global Risk Partners Intermediary Limited, a private company limited by shares, Marine House, Clanwilliam Place, Dublin 2, D02 FY24 (Registration Number: 635016), trading as Anglo Hibernian Bloodstock Insurance Services, Camberford Underwriting, European Property Underwriting, Gauntlet, GRP Ireland, Lonmar Global Risks, Lonmart, NW (Fac) Re, Plum Underwriting and Ropner Insurance Services, is regulated by the Central Bank of Ireland (Register number C186553)

Global Risk Partners Intermediary Limited - UK Branch of 55 Mark Lane, London EC3R 7NE, UK is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request.