

Client Terms of Business Agreement

This agreement is between the client or potential client ('You', 'Your') and UKGlobal Healthcare Solutions Limited (principal place of business Unit 7, Metropolitan Business Park, Preston New Road, Blackpool, Lancashire, FY3 9LT) ('We', 'Us', 'Our') and applies to all work that We carry out on Your behalf. Please read this agreement carefully and contact Us if it contains anything You disagree with or do not understand.

1. INTRODUCTION.

We are an insurance intermediary (broker) and are an appointed representative of UKGlobal Broking Group Limited, which is authorised and regulated by the Financial Conduct Authority (FCA). UKGlobal Broking Group Limited is responsible for our insurance distribution activities and is bound by the FCA's rules relating to these activities (including insurance advising, arranging and administration). Our Financial Services Register number is 759453 and the Financial Services Register number for UKGlobal Broking Group Limited is 840855. You can check this on the Financial Services Register by visiting the FCA's website <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768 (freephone). The Financial Services Register also sets out UKGlobal Broking Group Limited's permitted insurance distribution activities in more detail.

We do not have any direct or indirect holdings or voting rights in any insurer. Equally, no insurer has any direct or indirect holdings or voting rights in Us.

We operate under a number of trading names, details of which can be found on Our website www.ukglobalgroup.co.uk and also on the Financial Services Register.

2. OUR SERVICE TO YOU.

We will act honestly, fairly and professionally in accordance with Your best interests.

We will normally represent You, rather than acting on behalf of the insurer. If We do not represent You, We will inform you accordingly.

We will normally give You advice and a personal recommendation about the insurance contract being proposed. If We do not give You advice and a personal recommendation, We will inform You accordingly.

Where We propose or advise on an insurance contract, We will inform You whether We are:

- Giving a personal recommendation on the basis of a fair and personal analysis of the market. This is Our normal service.
- Under a contractual obligation to place business exclusively with one or more insurers (in which case We will provide You with the names of those insurers). Examples of this type of service would include 'single insurer' or 'panel of insurers' type arrangements.
- Not under a contractual obligation to place exclusively with one or more insurers and We do not give a personal recommendation on the basis of a fair and personal analysis of the market (in which case We will provide You with the names of those insurers). An example of this type of service would be where We only approach Your existing insurers for renewal terms.

We will identify Your demands and needs and ensure that the insurance contract being proposed is consistent with them.

Where We give advice and a personal recommendation, We will explain why the insurance contract being proposed best meets Your demands and needs.

If We do not give You advice and a personal recommendation, You are responsible for ensuring that the insurance contract being proposed is suitable for You.

We will provide You with a letter/report setting out key aspects of the insurance cover being proposed; however, this is not intended to be a substitute for the insurer(s) policy wording, which will take precedence in setting out the terms of the cover.

We will endeavor to place insurance cover on Your behalf, but We do not guarantee to be able to do this.

We will provide You with details of the cover effected on Your behalf, including the insurer who is underwriting the risk.

Where We offer to arrange a facility with a premium finance provider which allows You to pay Your insurance premium by regular instalments, We do not offer advice in relation to this facility; however, We may ask some questions to narrow down the selection of options available. You must make Your own choice on which option to accept.

When arranging a facility with a premium finance provider on Your behalf, We only act as a credit broker; We do not act as a lender.

Although We take care to ensure that the information contained on Our website is accurate and up to date, We give You no promises, representations or warranties about the accuracy, completeness, reliability or suitability of any information on Our website.

3. CONFLICTS OF INTEREST.

We will take all appropriate steps to identify and to prevent or manage conflicts of interest between:

- You as the client and Us (including Our managers, employees and appointed representatives, or any person directly or indirectly linked to them); and
- You and another client.

That arise, or may arise, in the course of Us providing any service to You. This includes any conflicts of interest caused by the receipt of inducements from third parties or by Our own remuneration and other incentive structures.

4. SECURITY.

Whilst We make every effort to ensure that cover is placed with financially strong companies with a minimum financial rating, We do not guarantee the solvency of any insurer We place business with. If an insurer becomes insolvent, You may still be liable to pay the premium, whether in full or pro-rata. We shall not be responsible for any losses that You may incur as a result of any solvency difficulties experienced by insurers (or underwriting agencies, other insurance intermediaries or any other third parties We may have used to place Your cover).

5. YOUR OBLIGATIONS.

When instructing Us to place or to renew insurances, Your obligations will differ depending on whether You are classed as either a consumer or a commercial customer.

- **Consumer.** If You are a consumer (defined by the FCA as 'any natural person acting for purposes outside his trade, business or profession') You must use all reasonable care not to make a misrepresentation when providing information to insurers.
- **Commercial customer.** If You are a commercial customer, You must make a fair presentation of the risk to insurers. This requires that You fully disclose in a clear and accessible manner, any facts known, or which ought to be known, to You (a Material Fact) likely to influence an insurer's decision in connection with the risk, having made a reasonable search of information available to You (including by Your senior management). This duty continues throughout the term of Your insurance.

All answers or statements given on a proposal form, claim form or other document relevant to Your insurances will be Your responsibility and You should always check the accuracy of the information You provide to Us and/or insurers.

Misrepresentation or non-disclosure of information provided to Us and/or insurers may entitle insurers to decline or reduce claims and ultimately may lead to Your policy being completely 'invalidated' in the case of deliberate or reckless misrepresentation or attempted fraud.

You should seek Our advice if You are in any doubt as to Your obligations.

When a policy is issued, You must check this carefully to confirm that it meets Your demands and needs, and ensure that You are able to meet the policy terms and conditions. Please seek Our advice promptly if You are in any doubt over any of the policy terms and conditions.

6. RENEWALS.

Once We have arranged a policy to which You have agreed, the placement of that policy will not automatically be reviewed at each renewal unless You request it and/or We deem it necessary in accordance with the paragraph below.

Whilst We will make reasonable efforts to contact You prior to renewal to obtain Your instructions, if for whatever reason We are not in receipt of Your instructions by Your renewal date, in order to protect Your position, We may at Our absolute discretion renew Your policy on the basis of Our recommendation. Such renewal will be based on the information You have previously provided to Us, and You should therefore advise Us immediately of any changes. However, We reserve the right not to renew Your policy if We do not receive Your instructions by the renewal date, and We will not be held liable for any loss You may suffer if You fail to provide the necessary instructions in sufficient time before renewal.

7. CLAIMS.

You must tell Us as soon as reasonably possible of any incident which may result in a claim under any insurance arranged by Us and of all relevant facts relating to the incident. Failure to do so may result in the insurer not paying the claim. This does not override any additional obligations imposed by insurers, details of which will be set out in the policy wording. We will advise insurers in accordance with the circumstances notified by You. You will be required to give all necessary information and assistance required by insurers in order to deal with Your claim.

In some circumstances, claims will be dealt with directly by Your insurer or by someone appointed by them. We will let You know if that is the case.

8. LANGUAGE OF COMMUNICATIONS.

All communications between You and Us including all communication of terms and conditions will be in English unless otherwise agreed in writing.

9. ELECTRONIC COMMUNICATIONS.

Both parties may communicate with each other using electronic mail and attachments. Both parties accept the inherent risks of using such means of communication. Both parties are responsible for checking that messages received are complete and both agree that in the event of a dispute neither will dispute the legal evidential standing of an electronic document. Any agreement reached using electronic mail will be binding on both parties.

Although We have in place virus protection software You should use Your own virus protection software. Neither We nor You accept any responsibility to the other for viruses that may enter Our respective systems or data via Our electronic communications.

We are unable to accept instructions from You by means of text messages or other electronic messages or messages received other than via Our corporate e-mail addresses or, where relevant, by any software We have asked You to use for the purposes of providing information relevant to Your insurances.

10. TELEPHONE COMMUNICATIONS.

Both parties may communicate by telephone, but it is agreed that no instructions that require action will be left on any messaging service since neither party can guarantee that they will be received or actioned. Telephone conversations may be recorded by Us for training or monitoring purposes.

11. BRIBERY ACT.

We fully comply with the Bribery Act 2010, and will not accept any form of payment, gift or service, the intention of which could be considered to result in the improper performance of Our obligations to You. If We reasonably believe that You have attempted to offer a bribe We will terminate Our agreement with You.

12. SANCTIONS.

Every business in the UK is subject to the provisions of Government sanctions and is therefore prohibited from dealing with 'embargoed' entities, for example certain foreign states or 'terrorist' organisations. If You or Your insurer is based elsewhere, including the European Union or the United States of America, additional sanctions may apply. Breach of any sanctions could result in Your insurance being invalid or any claim not being paid. If You have any concerns in relation to any actual or potential sanctions, You should let Us know.

13. DATA PROTECTION.

We are registered with The Information Commissioners Office in the UK as a 'Data Controller'. As such We determine the purposes and means of the processing any information relating to You ('Your Personal Data'). We are committed to keeping Your Personal Data confidential and process all information in accordance with the Data Protection Laws.

Our Privacy Notice can be viewed at www.ukglobalgroup.co.uk/policies/privacy or a copy can be provided on request.

Data principles

We will abide by the following principles:

- We will process Your Personal Data lawfully, fairly, and in a transparent manner.
- We will collect Your Personal Data for specified, explicit, and legitimate purposes and not further process it in a manner that is incompatible with those purposes.
- We will ensure that Your Personal Data is adequate, accurate, relevant and limited to what is necessary in relation to the purposes for which it is processed.
- We will keep Your Personal Data in a form which permits identification of Data Subjects (the persons to whom the Personal Data relates) for no longer than is necessary.
- We will process Your Personal Data in a manner that ensures appropriate security.

Lawful basis for processing

We will only process Your Personal Data where at least one of the following applies:

- We have Your consent.
- It is necessary to fulfil Our contractual obligations.
- It is necessary to comply with a legal obligation to which We are subject.
- In relation to Our legitimate interests.

Your Personal Data will be used to enable Us to fulfil Our role in relation to Your insurance requirements. This will be by: Assessing Your circumstances and insurance demands and needs; presenting such details to insurers, underwriting agencies, other insurance intermediaries and other third parties for the purpose of obtaining quotations and placing cover; processing claims and handling complaints.

Where We use third parties to undertake functions on Our behalf, We will share relevant information with such third parties. This will include but is not limited to: Insurers; loss adjusters and loss assessors; incident management firms; professional advisers; premium finance companies and IT providers.

We, and other firms involved in arranging Your insurance (insurers, underwriting agencies, other insurance intermediaries, other third parties, premium finance companies) may use public and Personal Data from a variety of sources, including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for You and to help prevent fraud. Any credit reference search will appear on Your credit report whether or not Your application proceeds. If You have any questions about this or any other matter, please do not hesitate to contact Us.

Information may also be supplied to external auditors and professional regulatory bodies if required by them and to other parties if required or permitted by law. We do not sell, rent or trade Our mailing lists, phone numbers or email addresses. Companies within the UKGlobal group of companies, as defined in the Privacy Notice, may contact You about products and services which We believe may be of interest to You. If You do not wish Your data to be used in this way please contact Steve Pennock, Group Compliance Manager, UKGlobal, 1 City Road East, Manchester, M15 4PN. Telephone 07436 031876. Email steve.pennock@ukglobalgroup.co.uk

Your rights

You have the right to:

- Know how We process Your Personal Data.
- Access the data We hold about You, which will be provided to You within one month of Your request and is free of charge unless We reasonably believe that Your request is manifestly unfounded or excessive.
- Have incomplete or inaccurate Personal Data rectified without undue delay.
- The deletion or removal of Personal Data where there is no compelling reason for Us to continue to process it (where You object to UKGlobal Healthcare Solutions Limited processing Your Personal Data based on Our legitimate interests, We shall cease such processing forthwith unless We have another lawful basis for such processing that overrides Your interests, rights and freedoms; or the processing is necessary for the conduct of legal claims).
- Restrict Our processing of Your Personal Data (although We will still be permitted to store it where We have a legitimate interest in doing so, for example to address future disputes, in which case access to such Personal Data will be restricted as appropriate).

- Data portability (We will provide Your Personal Data in a format that allows You to move, copy or transfer Personal Data easily from one IT environment to another in a safe and secure way, without hindrance to usability).
- Object to Our processing of Your Personal Data (this can be in relation to only certain types of processing if You wish, so that other types of processing necessary for the performance of Our contractual obligations can continue) where We do so in connection with Our legitimate interests, or in relation to Our profiling Your Personal Data or using it for marketing purposes.

Retention

It is Our policy to retain documents and information about You, including insurances effected on Your behalf, in electronic or paper format for a minimum of seven years or such longer period as appropriate having regard to when a claim or complaint may arise in connection with Our processing of Your information. The legal basis for this processing is that it is necessary for the protection of Our legitimate interests. After seven years, this information may be destroyed without notice to You. You should therefore retain all documentation issued to You.

14. COMPLAINTS.

It is always Our intention to provide You with a quality service. However, should You have cause to complain, please contact Steve Pennock, Group Compliance Manager, UKGlobal, 1 City Road East, Manchester, M15 4PN. Telephone 07436 031876. Email steve.pennock@ukglobalgroup.co.uk

We will try to resolve Your concerns to Your satisfaction within three working days. If We are unable to do this, We will formally acknowledge Your complaint within five working days and advise You who will be investigating the matter(s) You have raised. You will then receive a detailed written response within eight weeks, unless We write to You advising that a response will be delayed.

If You are not satisfied with Our response, You may be eligible to refer Your complaint to the Financial Ombudsman Service (FOS). This is an independent service which was set-up by Parliament to sort out complaints between financial businesses and their customers. We will provide You with further details of FOS as part of Our response.

Our full Complaints Procedure can be viewed at www.ukglobalgroup.co.uk/policies/complaints or a copy can be provided on request.

You acknowledge and agree that You shall only be entitled to make a complaint against Us, and not against any individual employee, director or officer of Ours.

15. COMPENSATION.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme should We be unable to meet Our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is currently covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from The Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY. Telephone 0800 678 1100. A contact form is also available on their website www.fscs.org.uk

16. PAYMENT OF PREMIUM AND OTHER MONIES.

Unless payment is made direct to the insurer or to a premium finance company, You must pay Us all amounts due in accordance with the terms and the payment date specified on Our invoice or other documentation. If payment is made to a premium finance company, You must return all the necessary documentation by the required date. As We are under no obligation to fund premium to insurers on Your behalf, failure to pay the monies due by the payment date may lead to insurers cancelling Your policy.

We reserve the right to make charges, in addition to any insurance premiums, for the arranging, amending, renewing and cancelling any policy of insurance. However, You will not incur a liability to pay a fee unless We have given You prior notice of this.

17. CLIENT MONEY.

In the course of carrying on insurance distribution activities, We do not handle client money. This will be handled on Our behalf by UKGlobal Broking Group Limited ('We', 'Our', 'Us' for the remainder of this clause only) in accordance with the FCA's Client Assets Sourcebook (CASS) rules, which are designed to protect You. A copy of these rules is available on request.

We handle client money in either one of the following ways:

It is held on Your behalf in a segregated bank account that is subject to a non-statutory trust. The aim of the trust is to protect You in the event of Our financial failure, or the failure of the bank or a third party at which the money may be held. In such a circumstance, Our general creditors (or those of the bank or third party) should not be able to make claims on client money, as such money will not form part of Our (or the bank's or third party's) property.

The fact that We will hold money on trust gives rise to fiduciary duties which will be owed to You until the client money reaches the insurer, at which time Our fiduciary duties with regard to Your money will cease.

By holding client money subject to a non-statutory trust, We are entitled to and may make advances of credit from the trust to enable a client's premium obligation to be met before the premium is remitted to Us. Similarly, it allows claims and premium refunds to be paid from the trust to a client before receiving remittance of those monies from the insurer.

Risk transfer applies where money is held by Us as agent of a relevant insurer in accordance with a written agreement with that insurer. The written agreement will specify the extent to which risk transfer will apply and whether it includes all items of money or is restricted; for example, to the receipt of premiums.

Where risk transfer applies, You will be protected to the extent that any premiums We receive from You are treated as having been received by the insurer. Where the agreement extends to premium refunds and/or claims, any premium refunds or claims will be treated as received by You only when they are actually paid to You.

Segregation of bank accounts

Client money is kept separate from Our own money. Client money will be deposited into a client bank account with an authorised UK clearing bank. Any interest earned on client money that is subject to a non-statutory trust will be retained by Us.

Commission

Where client money is held subject to a non-statutory trust, We can only withdraw commission from the client bank account in the following circumstances:

- When We actually receive the premium as cleared funds from You (or from a third-party premium finance provider on Your behalf); and
- At the point at which the commission becomes due and payable to Us for Our own account, provided this is consistent with the terms of business of the insurer to whom the premium is payable.

Until that point commission will remain client money.

Where risk transfer applies, commission will become due and payable to Us for Our own account immediately on receipt of the premium, provided this is consistent with the terms of business of the insurer to whom the premium is payable.

Payment to third parties

We may transfer client money to another person, such as another intermediary, for the purpose of effecting a transaction through that person. Where We transfer client money that is subject to a non-statutory trust, to another person, We will remain liable to You for such money for as long as it remains client money.

18. OUR REMUNERATION.

We are remunerated for Our services in the following ways:

Commission

When We arrange a policy with an insurer on Your behalf, We may receive commission from the insurer which is a percentage of the total annual premium.

Fees

We may negotiate a fee with you for Our services; however, You will not incur a liability to pay a fee unless We have given You prior notice of this.

Occasionally We may charge a fee in addition to receiving commission from the insurer. If this is the case, we will advise You of the existence of the commission (which is a percentage of the total annual premium) as well as the level of the fee to be charged. We will also advise You in the event third party providers that We use to arrange Your insurances charge a fee.

Other income

In addition to commission, fees and administration fees, We may receive other income from insurers or third parties, including but not limited to additional payments from insurers based upon pre-agreed criteria.

We also have agreements in place with certain insurers that We will undertake certain activities on their behalf which may include producing policy documentation, compiling risk data, risk identification surveys, and claims management. In return for these services certain insurers will make a payment to Us.

Premium finance

In addition, if you choose to pay Your premium by Premium Finance, We have an agreement with Our finance provider that, for arranging the funding of Your insurance premium, We will receive an additional commission from them, which is a percentage of the amount being financed.

Our commitment to transparency

You are entitled at any time to request information regarding any commission or other income which We may have received as a result of placing Your insurance business. We will provide full details in writing where such request is made within seven working days.

19. LIMITATION OF LIABILITY (COMMERCIAL CUSTOMERS ONLY).

We acknowledge that We may be liable to You for loss, damage, costs and expenses arising under or in connection with the services provided by Us to You, whether arising in contract, tort and/or Our negligence subject to the following conditions:

- Unless otherwise agreed by Us in writing, Our maximum aggregate liability under or in connection with Our services to You, whether arising in contract, tort and/or including negligence shall not exceed £10 million in respect of any one claim, or series of claims emanating from a single cause or circumstance.
- We shall not be liable to You for losses due to any act or omission by You or any other party including, but not necessarily limited to, providing false, misleading inaccurate or incomplete information or documentation.
- We shall not be liable to You or deemed in breach of this agreement for any delay or failure to perform any of Our obligations to You where such delay or failure was due to any cause beyond Our reasonable control.
- In circumstances where You appoint Us to act as your insurance intermediary and administer policies arranged by another insurance intermediary (or intermediaries), We will not be liable for any loss resulting from the advice or possible negligence of Your previous insurance intermediary (or intermediaries) however caused.
- We shall not be liable for any losses incurred as a direct consequence of the financial failure of an insurer, (or an underwriting agency, other insurance intermediary or any other third party We may have used to place Your insurance cover).

Nothing in this agreement shall exclude or in any way limit Our liability for fraud or death or personal injury caused by Our negligence or any other liability to the extent that the same may not be excluded or limited by law nor to the extent that We have a duty or liability to You under the regulatory system applicable to insurance intermediaries or under the Financial Services and Markets Act 2000 including any subsequent replacement or modification.

20. CLAIMS UNDERWRITING EXCHANGE (CUE) AND THE MOTOR INSURANCE ANTI-FRAUD AND THEFT REGISTER (MIAFTR).

You should be aware insurers pass information to the Claims Underwriting Exchange (CUE) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR) which are operated by the Motor Insurance Bureau (MIB). The objective is to help reduce fraudulent claims and keep a record on insurance data. CUE holds records on claims, whereas MIAFTR holds records on vehicles that have been written-off.

21. MOTOR INSURANCE DATABASE (MID).

In accordance with the 4th European Union Directive (and any subsequent legislation), where We have agreed with You to

provide this service, We will endeavour to assist You in complying with the legislation surrounding the notification of vehicles to the MID. We may charge for this assistance. It should be noted that the responsibility for notification of vehicles or information remains with You. We cannot accept responsibility for any item either incorrectly registered or not registered on the database, whether notified to Us or not.

22. GOVERNING LAW.

This agreement is governed by and construed in accordance with the laws of England and Wales. If there is a dispute, it will be subject to the jurisdiction of the courts of England and Wales.

23. THIRD PARTY RIGHTS.

No other person has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement other than any associated and/or parent undertakings of UKGlobal Healthcare Solutions Limited. This provision shall not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

24. AMENDMENT TO TERMS.

We may amend the terms of this agreement at any time by giving You fourteen days' notice in writing. If You do not agree to the amended terms, You may cancel this agreement from the date when the new terms would otherwise take effect.

25. DURATION.

This agreement shall commence from the date that We advise You, or from the date You appoint Us to act as Your intermediary or You instruct Us to arrange insurances on Your behalf, whether at renewal of Your insurances or otherwise, whichever of these dates is the earlier. This agreement shall then continue until cancelled in accordance with the Termination Clause below.

26. TERMINATION.

You or We may terminate this agreement by giving thirty days' notice in writing. Termination will also be deemed to have occurred in the event that policies arranged by Us for You are terminated or are not renewed.

In the event of termination by You, We will be entitled to receive all fees or brokerage due and payable (whether or not these have been received by Us) in relation to policies placed by Us prior to the termination of this agreement, other than where such termination is in relation to Our breach of this agreement or as a result of Us not providing the services in accordance with any specific additional service agreement entered into with You.

Either party may terminate this agreement immediately, by giving notice in writing, if the other party:

- Is in material, or repeated, breach of this agreement, and if such breach is capable of remedy does not rectify such breach within thirty days of written notice of it.
- In the event, or suspicion, of fraud, non-disclosure, or misrepresentation, or dishonesty (including acting in contravention of the Bribery Act or similar legislation).
- Immediately, without notice, should either party become the subject of voluntary or involuntary liquidation or administration proceedings or (if applicable) become the subject of an action in bankruptcy or make or propose any composition with creditors or otherwise acknowledge its insolvency, suspends its activities or upon a resolution being passed or an order made for its winding-up.

In the event that this agreement is terminated, We will cease to represent You. As a consequence of this We will no longer provide You with any services, including claims handling where this service is provided to You prior to termination, except where We are required to continue handling Your claim under the terms of Our delegated authority granted by certain insurers.

Any commission or fee is considered to be fully earned when Your insurance(s) incept and any unpaid commission or fee will be due and payable to Us upon termination. Any unpaid fees may also be due and payable prior to inception of Your insurance(s) subject to the terms of the relevant fee agreement.

Where a policy or policies is cancelled mid-term, We will deduct the commission element from any return premium provided by the insurer(s). If after termination of this agreement You still require services from Us, these will be subject to a new written agreement and We reserve the right to make an additional charge for these services, however there is no obligation on Us to agree to perform such services.