



Terms of Business Agreement

An agreement governing the conduct of Insurance Business between:

(1) EDEN Insurance Brokers Ltd as agent of the Insurer; and

(2) (the “Broker”), each a “Party” and, collectively, the “Parties”.

1 Interpretation

1.1 Definitions

Agreement:	This Terms of Business Agreement and any attached Schedules or Appendices and changes as may be agreed between the parties from time to time.
Associated Bodies:	In relation to a company or other body corporate, its parent and subsidiary undertakings (as each term is defined in section 1162 of the Companies Act, 2006 (as amended), and any company which is a parent and subsidiary undertaking (whether directly or indirectly) of each such parent and subsidiary, as the case may be.
BIPAR:	The European Federation of Insurance Intermediaries.
BIPAR Principles:	A set of high-level principles to follow when handling the placement of a risk with multiple insurers, agreed by BIPAR with the Directorate General for Competition.
CASS:	The UK Regulator’s Client Assets Sourcebook.
Client Money Rules:	The rules set out in CASS 5.1 to 5.8 of the UK Regulator Handbook.
Commission:	Commission payable to the Broker (if any) which shall be at the rates and dates set out in a relevant schedule of commissions or agreed at placement and in respect of that Insurance Business.
Data Protection Legislation:	All data protection laws and regulations relevant to the conduct of the Parties under this Agreement including the DPA, the Data Protection (Processing of Sensitive Personal Data) Order 2000 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, any secondary legislation made pursuant to the DPA, any legislation that replaces these in whole or in part and any guidelines and guidance notes issued from time to time by the Information Commissioner (and its successor) and by all other relevant authorities, or any equivalent legislation, regulations or laws applicable in the United Kingdom.
DPA:	The Data Protection Act 2018.
FSMA:	The Financial Services and Markets Act 2000.
ICOBS:	The Financial Conduct Authority’s (“FCA”) Insurance Conduct of Business Sourcebook.

Insured:	Any party (not being the Insurer) entering into a contract of insurance which is subject to this Agreement.
Insurer:	The insurer (or managing agent when placing Insurance Business into Lloyd's) with whom the Insurance Business is placed and for which Eden Insurance Brokers acts as agent.
Insurance Business or Insurance:	Any insurances or reinsurances falling within the definition of "Contract of Insurance" in Article 3(1) of the FSMA (Regulated Activities) Order 2001 together with insurances concluded under any contracts for insurance arranged by Eden Insurance Brokers on behalf of the Insurer where the Broker is the placing broker.
Law / Legal Requirements:	Any reference to "law" or "legal requirements" includes any applicable, common or customary law and any treaty, constitution, statute, legislation, decree, rule, regulation, code of practice, judgement, order, writ, injunction, determination, award or other legislative or administrative measure or judicial or arbitral decision in any jurisdiction (to which this Agreement is subject) which has the force of law or compliance with which is in accordance with the general practice of such jurisdiction.
Monies:	Premiums payable in respect of any Insurance Business and any other monies that are required to be held by the Parties arising from the conduct of Insurance Business under this Agreement.
Records:	Anything on which any information of any description is recorded.
Regulatory Requirements:	All applicable statutes, statutory instruments, orders, regulations and codes of practices in force from time to time and including without limitation the rules and guidance made by the UK Regulator and all other instruments and regulations made pursuant to FSMA.
Taxes:	All Insurance Premium Taxes ("IPT") and other para-fiscal charges which may be levied by fiscal authorities on insurance premiums.
UK Regulator:	The Financial Conduct Authority and/or the Prudential Regulation Authority as appropriate, or any successor regulatory body or bodies to all or any of them.

1.2 This Agreement shall commence on the date when it has been signed by all the Parties.

1.3 A reference to a statute or statutory provision (including for the avoidance of doubt a reference to a UK Regulator's rule) is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

2 Scope

- 2.1 This Agreement sets out the rights and obligations of the Parties only in respect of the matters specifically addressed in the Agreement. Any matters relating to the relationship between the Parties which are not expressly addressed in this Agreement 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 Subject to clause 2.9 below, the Parties agree that the terms set out in this Agreement shall apply to the conduct of any Insurance Business.
- 2.3 Except to the extent stated in clauses 6.1, 10 and 16.3, 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.
- 2.4 Subject to clause 16 (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, Eden Insurance Brokers, the Insurer, or the placing of any Insurance Business.
- 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 Eden Insurance Brokers 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 Eden Insurance Brokers.
- 2.6 The Broker shall not knowingly, either directly or by instructing an agent or other person to do so on its behalf, use Personal Data (as defined in the DPA) or any confidential information obtained as a result of this Agreement to solicit, induce or encourage any Insured, or assist or facilitate any other person to solicit, induce or encourage any Insured, to cancel an Insurance policy or transfer any Insurance policy to any insurer other than the Insurer, save to coincide with the natural expiry of the Insurance policy term following termination of this Agreement.
- 2.7 Eden Insurance Brokers will not directly and knowingly solicit the customs of the Broker's clients in relation to the Insurance Business during the currency of this Agreement and for a period of three years following termination of this Agreement. However, the Broker agrees that EDEN Insurance Brokers may contact the Broker's clients if it is reasonable to do so. The Broker further agrees that, if the Broker's client makes an unsolicited direct approach, EDEN Insurance Brokers will not be prohibited from dealing with them.
- 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 EDEN Insurance Brokers 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 EDEN Insurance Brokers reserves the right to vary this Agreement upon giving thirty (30) days' notice to the Broker in writing except in circumstances where the variation is required in order to comply with changes in the Regulatory Requirements in which case no notice period is required. If EDEN Insurance Brokers wishes to amend this Agreement for any other reason, the Broker shall have the right to terminate this Agreement by giving EDEN Insurance Brokers thirty (30) days' written notice in accordance with clause 28.
- 2.10 The Broker shall comply with all reasonable requests or requirements made in writing by EDEN Insurance

Brokers in relation to the operation of this Agreement, the Insurances bound under the Agreement or the claims arising thereunder.

3 Regulatory Status

- 3.1 The Broker warrants that it is authorised by the UK Regulator (or other EEA regulatory body) to conduct insurance mediation activities (as defined in the UK Regulator's Handbook) from the date of this Agreement. EDEN Insurance Brokers warrants that it is authorised by the UK Regulator (or other EEA regulatory body) to conduct insurance mediation activities (as defined in the UK Regulator's Handbook) from the date of this Agreement.
- 3.2 The Broker shall notify EDEN Insurance Brokers immediately in writing in accordance with clause 28 if at any time during the period of this Agreement:
 - 3.2.1 The UK Regulator (or other EEA regulatory body) suspends, withdraws or alters the Broker's authorisations; or
 - 3.2.2 The Broker becomes the subject of an investigation by the UK Regulator (or other EEA regulatory body); or
 - 3.2.3 The Broker otherwise ceases in any way to be authorised by the UK Regulator (or other EEA regulatory body) to undertake any activities in relation to any Insurance Business subject to this Agreement; or
 - 3.2.4 The Broker becomes insolvent or an application for the winding up of the Broker is made.
- 3.3 EDEN Insurance Brokers shall notify the Broker immediately in writing in accordance with clause 28 if at any time during the period of this Agreement:
 - 3.3.1 The UK Regulator (or other EEA regulatory body) suspends or withdraws EDEN Insurance Brokers's authorisation; or
 - 3.3.2 EDEN Insurance Brokers otherwise ceases to be authorised by the UK Regulator (or other EEA regulatory body) to undertake any activities in relation to any Insurance Business subject to this Agreement; or
 - 3.3.3 EDEN Insurance Brokers becomes insolvent.

4 Authority

- 4.1 This Agreement sets out the basis on which EDEN Insurance Brokers may 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, make any financial promotion on EDEN Insurance Brokers's behalf without EDEN Insurance Brokers's prior written consent, and/or commit EDEN Insurance Brokers in any way.

5 Remuneration

- 5.1 Unless otherwise agreed with you, the remuneration we receive will be either the fee we have agreed with you and/or brokerage set by insurers, details of which we will disclose at your request. Where we are remunerated by means of brokerage, we take our brokerage on receipt of premium. Commission shall be agreed between the Parties and shall be set out in a schedule of commissions or, as appropriate, agreed in writing on a risk-by-risk basis by the Parties. You must make your client aware of all fees and charges, prior to you giving us instructions to bind the contract of insurance.
- 5.2 Subject to clause 5.3 below, the Broker may deduct the Commission upon receipt of the premium.
- 5.3 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 and recorded in writing on a risk-by-risk basis between the Parties.

6 Handling of Monies by the Broker

6.1 Where the Broker holds:-

- (a) Premium due to be paid to the Managing Agent;
- (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 client. The Broker has no authority under this Agreement to permit any third-party, sub-agent, or Appointed Representative (as defined in the UK Regulator's Handbook) to receive, hold, or pay any money on behalf of EDEN Insurance Brokers, without EDEN Insurance Brokers consent.

6.2 Pending payment to EDEN Insurance Brokers, the Broker shall hold monies within its client monies account, which shall be a trust account, established and maintained in accordance with CASS 5. EDEN Insurance Brokers hereby consents to such monies being co-mingled with the Broker's other client monies. EDEN Insurance Brokers further consents 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.

6.3 The Broker must establish and maintain procedures to ensure that the monies received will be paid either via EDEN Insurance Brokers third-party premium finance facility or paid via BACS payment to EDEN Insurance Brokers.

6.4 The Broker may not secure any advances of credit against the bank account operated pursuant to this clause 6.

7 Handling of Monies by EDEN Insurance Brokers

EDEN Insurance Brokers has FCA permission to hold client money and may hold premiums as agent of the client. EDEN Insurance Brokers may also hold premiums as agent of the insurer. EDEN Insurance Brokers may transfer client money to a third-party firm, such as another insurance intermediary, for the purpose of a transaction for a client.

By paying premiums to EDEN Insurance Brokers you consent to client money being held in accordance with the above.

8 Accounting

8.1 In respect of Monies held under this Agreement, the Broker, in accordance with clause 28, shall advise EDEN Insurance Brokers within 7 days of receipt of any request from EDEN Insurance Brokers, whether it has received any specified premiums. The Broker shall notify EDEN Insurance Brokers as soon as possible, and in any case within no more than 2 business days, if the Insured has failed to pay the premium (or, any provisional premium) on the date that it becomes overdue.

- 8.2 On receipt of a notification in accordance with clause 8.1, EDEN Insurance Brokers reserves the right not to retain the Insured on risk for a further period, or to cease cover thereafter, in each case, on written notice to the Broker. The Broker will comply with any instructions given by EDEN Insurance Brokers, provided that there shall be no obligation on EDEN Insurance Brokers or the Broker whatsoever to fund premium, IPT, or any part thereof, which has not been paid by the Insured, or by any third party funding the premium on behalf of the Insured.
- 8.3 Notwithstanding clause 8.2 above, the Broker will be responsible to EDEN Insurance Brokers for the premium due (including Taxes) if the Broker requests EDEN Insurance Brokers (or the Insurer, as applicable) to pay a claim before payment to EDEN Insurance Brokers of the premium due in respect of the Insurance. No payment in respect of a claim will be made unless and until all premium due has been paid by the Insured or by any third party funding the premium on behalf of the Insured.
- 8.4 The Broker will be held liable for any loss sustained by EDEN Insurance Brokers or the Insurer in respect of any errors, omissions or acts of the Broker, its employees, agents or representatives, including to the extent the Broker or its employees, representatives or agent exceeds the scope of the authorities granted to it by EDEN Insurance Brokers (or the Insurer, as applicable).
- 8.5 Provided the Broker itself has received the premium but subject always to clause 8.3 above, the Broker shall pay such premium (net of Commission but including Taxes) to EDEN Insurance Brokers within the time permitted for the Insured to pay such premium in accordance with the terms of trade as agreed between EDEN Insurance Brokers and the Broker. 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 EDEN Insurance Brokers as soon as reasonably possible.
- 8.6 Unless otherwise agreed, the Broker shall remain liable to EDEN Insurance Brokers for premiums and Taxes where Section 53(1) and Section 53(2) of the Marine Insurance Act 1906 apply.
- 8.7 In the event of the cancellation or avoidance of a contract of Insurance, where EDEN Insurance Brokers 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). Unless otherwise obliged to by Law, regulation or terms of the contract of Insurance, EDEN Insurance Brokers shall refund premiums net of Commission.

9 Currency conversion

- 9.1 If the Broker pays a premium in a different currency or to a bank account in a different currency from that requested, EDEN Insurance Brokers may, at its discretion, either return the funds to the Broker or convert the money to the required currency. In the latter case, the converted funds will be applied against the amount due with any shortfall arising from currency exchange differences remaining the Broker's liability.
- 9.2 Any surplus arising from currency exchange differences will be retained by EDEN Insurance Brokers.

10 Taxes

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 EDEN Insurance Brokers or the Insurer with regards to the payment of any Taxes relating to any Insurance Business.

11 Compliance

- 11.1 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 EDEN Insurance Brokers under this Agreement.
- 11.2 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.
- 11.3 The Broker will inform EDEN Insurance Brokers, in relation to all Insurance Business, whether the Insured is classified as a consumer or a commercial customer for the purposes of ICOBS.
- 11.4 The Broker will forward promptly notices of Insureds' rights to cancel Insurance Business in all instances where such notices are required by Chapter 7 of ICOBS and in accordance with those rules. Such notices shall be forwarded to EDEN Insurance Brokers in accordance with clause 28.
- 11.5 Each Party will conduct their business in accordance with the BIPAR Principles.

12 Data Protection

- 12.1 Each Party warrants to the other that where required by the legislation, it is and will remain registered under and will comply with the Data Protection Legislation or equivalent legislation in the jurisdiction in which it carries on business.
- 12.2 The Broker warrants to EDEN Insurance Brokers that it will process any Personal Data (as defined in the DPA) acquired for or pursuant to this Agreement in accordance with the Data Protection Legislation. Where the broking of Insurance Business or other activity involves the processing of any Personal Data supplied by the Broker whether directly or through any third party, in whatever form, the Broker, in respect of any such Personal Data supplied by it will:
 - 12.2.1 ensure that the Personal Data has been or will be obtained in accordance with the Data Protection Legislation;
 - 12.2.2 ensure that the Personal Data can be lawfully processed by EDEN Insurance Brokers, or by any EDEN Insurance Brokers Associate Body, in the manner anticipated;
 - 12.2.3 ensure that all amendments to any Personal Data necessary to comply with Data Protection Legislation are notified to the other party promptly; and
 - 12.2.4 refer to EDEN Insurance Brokers any request from data subjects for access or changes to the Personal Data under the Data Protection Legislation.
- 12.3 The Broker warrants that it has obtained the required consents to the transfer to EDEN Insurance Brokers and to any EDEN Insurance Brokers Associated Body of any Personal Data obtained pursuant to this Agreement, prior to such transfer taking place. To the extent that the Broker is the Data Controller (as defined in the DPA), it warrants that it has obtained the express written consent from the Data subject to the processing and transferring of such data outside of the EEA by EDEN Insurance Brokers.
- 12.4 Where either Party acts in the capacity of a Data Processor (as defined in the DPA) under this Agreement, it will comply with the instructions of the Data Controller (as defined in the DPA) and shall at all times perform its obligations under this Agreement in such a manner as not to cause the Data Controller in any way to be in breach of the DPA.

- 12.5 Without prejudice to the generality of clause 12.4 above, the Data Processor agrees to comply with the obligations imposed on the Data Controller by the Seventh Data Protection Principle in the DPA, namely:
- 12.5.1 to maintain technical and organisational security measures against unauthorised or unlawful Processing of Personal Data and against the accidental loss or destruction of, or damage to Personal Data sufficient to comply with the obligations imposed by the aforementioned Principle; and
 - 12.5.2 only to process Personal Data for and on behalf of the Data Controller in accordance with this Agreement and the instructions of the Data Controller.

12.6 The Broker will at all times during and after the subsistence of this Agreement, indemnify EDEN Insurance Brokers and any EDEN Insurance Brokers Associated Body against any proceedings, losses, costs, claims, demands, fines or expenses which EDEN Insurance Brokers or such EDEN Insurance Brokers Associated Body suffers or incurs arising out of or in connection with the failure of the Broker or of any third party who has supplied EDEN Insurance Brokers or any EDEN Insurance Brokers Associated Body with Personal Data on behalf of the Broker to comply with the provisions of the Data Protection Legislation and the data protection provisions contained in this Agreement.

13 Management Information

The Broker shall provide EDEN Insurance Brokers with individual policy level risk exposure and individual claim record information at least quarterly and/or at such intervals and by such method as may be required by EDEN Insurance Brokers from time to time.

14 Termination

14.1 This Agreement shall terminate:

- 14.1.1 At any time by one Party giving at least 30 days' written notice of termination to the other Party, such notice to be given in accordance with clause 28;
- 14.1.2 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;
- 14.1.3 Immediately, without notice, should the Broker have any authority or permission granted to it by the UK Regulator (or other EEA regulatory body) withdrawn or altered by the UK 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;
- 14.1.4 Immediately, without notice, if there is a material breach by either Party of the terms of this Agreement;
- 14.1.5 Immediately, without notice, if a director, partner or principal of the Broker is convicted of any criminal offence (other than a minor driving offence) or EDEN Insurance Brokers has reason to suspect any such person has committed any act of fraud or dishonesty or his conduct of business under this Agreement is such as to prejudice the interests of EDEN Insurance Brokers, the Insurer or any Insured;
- 14.1.6 Immediately, without notice, if any of the answers given by the Broker in its application to place Insurance via EDEN Insurance Brokers are subsequently found to be untrue or misleading or incomplete in any material respect.

14.2 Following termination:

- 14.2.1 Subject to clause 14.1.3, the authority granted to the Broker under clause 2.3 shall cease and the Broker shall not undertake any activities on behalf of the Insurer or EDEN Insurance Brokers under this Agreement except where expressly stated to the contrary.

- 14.2.2 The Parties will together decide on the procedure for administering the Insurance Business current at the time of termination.
 - 14.2.3 The Broker will make all reasonable efforts to provide EDEN Insurance Brokers with contact details for any Insured or other party with whom EDEN Insurance Brokers has contracted in the conduct of Insurance Business where:
 - 14.2.3.1 The Broker has acted as the agent of EDEN Insurance Brokers; and/or
 - 14.2.3.2 Such information is reasonably required by EDEN Insurance Brokers in order for EDEN Insurance Brokers to carry out its obligations in relation to Insurance Business concluded in accordance with this Agreement.
 - 14.2.4 Subject to clause 14.2.2 and where permissible the Parties will remain liable to perform their respective 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.
- 14.3 Termination of this Agreement shall not affect the continuance in force of express or implied rights and obligations accrued including in respect of Commission, profit commission and Monies due in respect of policies administered under this Agreement.

15 Professional Indemnity

Each Party shall maintain professional indemnity insurance to at least the minimum level required by the UK Regulator.

16 Access to Records

- 16.1 The Broker will retain all of the Records created or held by it in its capacity as agent of EDEN Insurance Brokers 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, EDEN Insurance Brokers or the Insurance Business.
- 16.2 The Broker agrees to allow EDEN Insurance Brokers, on reasonable notice of not more than 30 days, to inspect and to take copies of the following: -
- 16.2.1 The accounting records pertinent to any Insurance Business, including, but not limited to, information relating to the receipt and payment of premiums and claims and documentation such as any Insurance contract or endorsements, addenda or bordereaux in the possession of the Broker relating to the Insurance Business; and
 - 16.2.2 Documents as may be in the possession of the Broker which were disclosed to EDEN Insurance Brokers 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.
- 16.3 In the event that EDEN Insurance Brokers requests the Broker to carry out any functions or duties on its behalf, such as the appointment of loss adjusters, lawyers or other professional advisers, or the Broker otherwise acts as an intermediary between EDEN Insurance Brokers and its representatives or agents:
- 16.3.1 The Broker accepts EDEN Insurance Brokers's appointment or instructions on the basis that the information received by the Broker in respect of a claim made upon any Insurance Business is disclosed to the Broker's client.
 - 16.3.2 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 EDEN Insurance Brokers, other than documents over which the Broker has a proprietary commercial interest.

- 16.3.3 The Broker will take reasonable steps to retain, maintain and safeguard any of EDEN Insurance Brokers's documents in the Broker's possession in accordance with any Regulatory Requirements which apply to EDEN Insurance Brokers and of which the Broker has notice.
- 16.3.4 On termination of this Agreement for whatever reason and on reasonable notice the Broker will deliver up to EDEN Insurance Brokers all such documentation, if requested.

17 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 under this Agreement 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 Associated Bodies. This clause will not apply to information which was rightfully in the possession of such disclosing 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.

18 Complaints

Each Party will notify the other without delay of any complaint concerning the other Party relating to Insurance Business subject to this Agreement.

19 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.

20 Conflicts of Interest

Each Party will adopt and/or maintain procedures to ensure that it has in place arrangements for the identification and management of any conflicts of interest that may arise in relation to any Insurance Business.

21 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.

22 Anti-Bribery, Corruption and Sanctions

- 22.1 The Broker will ensure that at all times it complies with all applicable laws, statutes and regulations relating to anti-bribery and corruption. In particular, the Broker shall comply with the Bribery Act 2010 of the United Kingdom as well as any other applicable legislation.
- 22.2 The Broker will ensure that it has in place and maintains adequate policies and procedures to prevent the Broker, and protect EDEN Insurance Brokers, from being exposed to bribery or corruption event.
- 22.3 In order to prevent bribery, corruption or other financial crime, additional due diligence may be carried out on the Broker by EDEN Insurance Brokers. Steps taken may include notification to the relevant authorities, status and credit checks using credit reference agencies, and other background checking, as deemed appropriate.

- 22.4 Each Party will conduct appropriate due diligence and screening against applicable financial sanctions target lists (UK, EU, UN and US), and have systems and controls in place to prevent participation in activities which would place the Broker and/or EDEN Insurance Brokers in breach of financial sanctions legislation. Insurance cover and the parties involved in its provision or arrangement, may be, or may become subject to sanctions legislation. In such circumstances, insurance cover, associated payments and transactions may be prohibited or subject to restrictions. The Broker remains responsible for maintaining effective systems and controls to ensure it does not participate in activity which breaches financial sanctions legislation. The Broker will be aware that some policies may include clauses specifically dealing with sanctions imposed on states/entities/individuals. The Broker should pay particular attention to such clauses as they may affect cover under the policy.

23 Assignment and Novation

- 23.1 Subject to clause 23.2 below, this Agreement cannot be assigned or otherwise transferred by either Party without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.
- 23.2 The Broker herein consents to the automatic novation of EDEN Insurance Brokers's rights and obligations under this Agreement to any Associated Bodies of EDEN Insurance Brokers, on such date as may be notified by EDEN Insurance Brokers to the Broker in writing (the "Novation Date"). EDEN Insurance Brokers warrants that such Associated Body shall assume all of EDEN Insurance Brokers's rights and obligations under this Agreement from the Novation Date and both Parties accept, in the event of such novation, that EDEN Insurance Brokers's liabilities under this Agreement shall be limited to EDEN Insurance Brokers's activities pursuant to this Agreement prior to the Novation Date only.

24 Rights of Third Parties

A person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term contained in this Agreement.

25 Dispute Resolution

- 25.1 The Parties to this Agreement are committed to resolving all disputes arising under it or otherwise touching 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:
- 25.1.1 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;
 - 25.1.2 will attempt in good faith, if the matter is not resolved through negotiation within three months of one Party receiving written notice from the other, 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
 - 25.1.3 only if the matter has not been resolved by mediation within six months of the initial notification of the dispute, or if either Party does not participate in a mediation procedure, the Parties will refer the dispute in accordance with the "Governing law and jurisdiction" clause below.
- 25.2 Notwithstanding the above, either Party may, at its own discretion, seek the immediate protection or assistance of the High Court of England and Wales by way of application for the injunctive or interim relief.

26 Severability

The invalidity, illegality or unenforceability of any of the provisions of this Agreement (or any part thereof) shall not affect the validity, legality or enforceability of the remaining provisions in this Agreement.

27 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.

28 Notices

- 28.1 If notice is given to EDEN Insurance Brokers under this Agreement, it shall be in writing and sent to EDEN Insurance Brokers and marked for the attention of the Managing Director at the following address:

EDEN Insurance Brokers
Venture House
St. Leonards Road
Allington
Maidstone
England
ME16 OLS

- 28.2 EDEN Insurance Brokers shall be entitled to give the Broker a notice under or in connection with this Agreement at the Broker's registered address (if a company or limited liability partnership) or at its last known address (in any other case).

29 Force Majeure

Neither Party shall be in breach of this Agreement nor liable for the delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In the event of a force majeure the affected Party shall notify the other as soon as reasonably practicable.

30 Governing law and jurisdiction

This Agreement shall be construed according to English Law and any disputes arising under it shall, subject to the provisions of clause 25, be determined in the Law Courts of England and Wales.

31 Counterparts

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

SIGNED FOR AND ON BEHALF OF

(Enter Brokers Name)

Signed: _____

Name: _____

Position: _____

Date: _____

EDEN Insurance Brokers, FRN 304340

Signed: _____

Name: _____

Position: _____

Date: _____