

TERMS OF BUSINESS AGREEMENT

Version 11.0 (Mar. '18)

between

1. **CITYBOND HOLDINGS LTD (trading as *Citybond*, *Citybond Suretravel* and other brands from time to time)**
of 109 Elmers End Road, Beckenham, Kent, BR3 4SY
FCA Firm Reference No. 312208

("Citybond"/"the Company")

-and-

2. **OUR APPOINTED AGENT**

("You"/"Your")

This Terms of Business Agreement ("TOBA") replaces any other Agreements on these subject matters with effect from the date given above. Your Agency with Citybond depends on agreement with these terms and any assertions made during the appointment process.

Signed by:



Julian Triggs
Sales Manager

For and on behalf of
CITYBOND HOLDINGS LTD

TERMS OF BUSINESS AGREEMENT

Table of Contents	Page Number
1. SCOPE OF AGREEMENT	3
2. DEFINITIONS & INTERPRETATION	3
3. YOUR REGULATORY STATUS	4
4. COMPLIANCE	5
5. YOUR OBLIGATIONS	6
6. COMMISSION TERMS	7
7. PAYMENT TERMS	7
8. FINANCIAL ARRANGEMENTS	8
9. USE OF THE COMPANY NAME	9
10. COMPLAINTS, CLAIMS AND EMERGENCY ASSISTANCE SERVICES	9
11. NOTIFICATION	9
12. ASSIGNMENT	10
13. TERMINATION	10
14. POST-TERMINATION	11
15. INDEMNITY	12
16. CONFIDENTIALITY, NON-SOLICITATION AND INTELLECTUAL PROPERTY RIGHTS	12
17. EMPLOYEES	13
18. VARIATION	13
19. GENERAL PROVISIONS	13
20. GOVERNING PROVISIONS	14
<u>SCHEDULE 1</u>	
ACCESS TO THE COMPANY WEBSITE	15
<u>SCHEDULE 2</u>	
PROVISION OF PRE-CONTRACT INFORMATION	16

1. SCOPE OF AGREEMENT

- 1.1 Under this Agreement, it is understood that You represent Your Clients and Citybond represents the Insurers.
- 1.2 This Agreement specifies the terms under which business placed with Citybond on behalf of Your Clients shall be placed with Insurers.
- 1.3 This agreement shall replace all previous Terms of Business Agreements but without prejudice to accrued rights for past breaches.

2. DEFINITIONS & INTERPRETATION

The parties agree that the following terms shall have the following meanings:

Agency	the facility to transact business with or through Citybond.
Agreement	this Terms of Business Agreement and all schedules, appendices and any variations agreed.
Claims Handlers	firm(s) appointed by the Insurers to administer claims on their behalf and specified in the insurance documentation.
Client	a customer or potential customer introduced to or by You.
Commission	any payment by Citybond to You in consideration of You placing business with Citybond, representing the difference between premiums charged to Your Client and the pre-agreed net premium rates provided to You (excluding IPT).
Confidential Information	any information or material concerning business/trade secrets, methods of doing business, Client lists, know-how, technical specifications and the like, of either party but excluding such information available in the public domain, whether in written or electronic format.
Data Controller	an entity under the GDPR which determines the purposes and means of the processing of personal data.
Data Processor	an entity under the GDPR which processes personal data on behalf of the Data Controller.
FCA	the Financial Conduct Authority, being the relevant Regulatory Authority in the United Kingdom, or any of its successor Regulatory Authorities.
Group Company	in respect of any party, their ultimate holding company and each of their subsidiaries and/or any duly appointed tied agents or appointed representatives.
GDPR	General Data Protection Regulation on data protection and privacy for individuals within the European Union.

Insurers	insurance companies, underwriting agents, Lloyd's syndicates/agents or any other body authorised to transact insurance business in the UK as principals.
IPT	Insurance Premium Tax, being the indirect taxation level appropriate to the location of risk and inclusive of any parafiscal considerations, such as stamp duty, due in addition to or in lieu of such.
Intellectual Property Rights	all intellectual and industrial property rights worldwide including, without limitation, any invention, patent, design or utility model rights, any copyright and trademarks, service marks, database rights, typography rights, trade names, domain names, commercial or Confidential Information, corporate symbols, logos and any other rights of a similar nature.
Regulatory Authority	any relevant body appointed to oversee activities directly or indirectly relating to the sale of travel insurance and/or financial services in general in relevant territories of sale or jurisdiction of operation. For the avoidance of doubt, this includes any successor body or bodies to an original Regulatory Authority.
Rules	the requirements, operating rules and principles, guidance or other such mandated behaviour as laid out by a Regulatory Authority or any other relevant body with applicability (e.g. EU directives; Competition and Markets Authority).
Statement of Account	Your periodic Statement of Account to/from Citybond produced in any agreed media, produced on a bordereau or otherwise.

3. YOUR REGULATORY STATUS

- 3.1 If Your business, or any part of it, falls under the Rules of the FCA (or that of any other national Regulatory Authorities), You will maintain the necessary authorisations and permissions to carry on general insurance business and fulfil Your duties and obligations under this Agreement.
- 3.2 You will comply with all relevant Rules (including customer protection standards) including but not limited to:
- i) Treating Customers Fairly;
 - ii) Having appropriate systems and controls in place given the complexity of Your business;
 - iii) Only undertaking activities which You are competent to perform and selling Citybond's products in strict accordance with the product conditions and the needs of Your Clients.
- 3.3 You will inform Citybond in writing immediately if, during any time that this Agreement is in force:
- i) Your authorisation is suspended or withdrawn (in full or in part) by any Regulatory Authority;

- ii) You are subject to disciplinary action or are under investigation by any Regulatory Authority;
 - iii) You are, or become, aware of an actual, including suspected, breach of the Rules or Your inability to comply with them;
 - iv) You are subject to legal action in connection with Your commercial activities or general authority to conduct business.
- 3.4 If any of the events described in clause 3.3 arise, Citybond reserves the right to suspend or terminate Your Agency immediately.

4. COMPLIANCE

- 4.1. You will maintain compliance with all regulations as appropriate to Your jurisdiction and national Regulatory Authority as far as they pertain to Your business and the business conducted under this Agreement.
- 4.2. You will maintain Professional Indemnity Insurance (“the policy”) in accordance with the Rules (or as appropriate to Your jurisdiction) and:
- i) upon request, produce a copy of the policy schedule and evidence of premium payment;
 - ii) shall inform Citybond immediately in writing if the policy is cancelled, voided, not renewed or deemed to be insufficient to meet Your business needs.
- 4.3 You will have the necessary procedures and controls in place to meet the requirements of the FCA’s and Joint Money Laundering Steering Group’s anti-money laundering provisions, including record keeping and retention of records, and fully comply with these to the extent that is applicable to Your business.
- 4.4 You will have the necessary procedures and controls in place to ensure that You and any entity with which You have an operational or trading relationship does not engage in any practice or action in any jurisdiction which would cause either party to be in breach of any applicable anti-bribery regulations such as, but not limited to, the Bribery Act 2010. You will notify Citybond at the earliest opportunity if You become aware of any corruption connected to Your Agency.
- 4.5 You will inform Citybond in writing within seven (7) days if, at any time that this Agreement is in force:
- i) there is any change to Your ownership, trading status or any pertinent contact details including, but not limited to, email addresses and key contact personnel or in the case of a sole trader or partnership, You become incorporated;
 - ii) You acquire or establish a branch or Group Company that wishes to deal with Citybond or lose/remove a branch or Group Company that has dealt with Citybond under Your Agency;
 - iii) You become insolvent, appoint a receiver, administrator or manager over any part of Your undertaking or assets, seek liquidation or any analogous proceeding in any jurisdiction, or if any of Your principals becomes bankrupt;
 - iv) Your principals, owners, partners or directors are, or become, subject to disciplinary

proceedings instituted by a professional or regulatory entity and if the same are convicted of any criminal offence (excluding motoring offences).

4.6 You warrant the following hold true at all times:

- i) You are not, directly or indirectly, carrying on insurance mediation activities under this Agreement as a consequence of activities of another person or firm that is not authorised or exempt under the Financial Services and Markets Act 2000;
- ii) Any remuneration/commission payable by Citybond in respect of any policy is properly incurred under this Agreement, does not constitute an unlawful inducement of any kind and shall be fully disclosed to Clients as required by any applicable Rules;
- iii) Nothing in this Agreement overrides Your duty of care to Your Clients.

5. YOUR OBLIGATIONS

5.1. All reasonable instructions from Citybond must be carefully complied with.

5.2. You may not delegate Your obligations, sub-broke or appoint a sub-agent (other than another Group Company) nor may You bind Citybond for any risk in any way outside this Agreement or assign or delegate any of Your responsibilities to any third party without Citybond's prior written agreement.

5.3. You will ensure that any Group Company placing business with Citybond is aware of and complies with the relevant requirements of this Agreement and agree that You retain full responsibility for the activities and omissions of any Group Company.

5.4. You shall:

- i) send all completed documentation relating to any risk under this Agreement without delay and submit payment for this, in accordance with clause 7;
- ii) notify Citybond promptly of any material information from or about Your Client which could reasonably be expected to influence the decision regarding any risk;
- iii) conduct business with utmost good faith and integrity;
- iv) keep separate and accurate records of all business transacted under Your Agency and shall permit duly appointed representatives of Citybond to audit or otherwise inspect such records and to take copies of the same at all reasonable times during working hours;
- v) notify Your Client promptly and accurately of all terms and conditions applying to the insurance including details of cover, premium and all relevant taxes and/or fees.

5.5 For the avoidance of doubt, notification to You by Your Client will not be deemed notification to Citybond.

5.6 The continuation of Your Client's business at expiry shall be Your responsibility and You will liaise with Citybond to allow for the timely consideration by Your Client of any new terms.

5.7 You agree that nothing in this Agreement requires Citybond to accept any proposal for insurance or renewal of insurance or to maintain cover in respect of any existing contract of

insurance if Citybond or the Insurers decline to do so.

- 5.8 You agree to accord the Insurers, or their duly appointed representative(s), the same rights of access to premises and information as is accorded to Citybond under this Agreement.

6. COMMISSION TERMS

- 6.1 Commission shall become due when You receive the premium from Your Client. Where Commission is payable to You, such will be done in monthly arrears provided that the sum due in any given month exceeds £20, with lesser sums accruing for payment in subsequent months.
- 6.2 Citybond reserves the right to change Your pre-agreed Commission structure subject to thirty (30) days' prior written notice.
- 6.3 Where Citybond agree or are required to return any part of the premium to Your Client, You will immediately repay the equivalent proportion of Commission to Your Client.
- 6.4 Unless otherwise agreed in writing, Citybond reserves the right to offset any monies due from You against any Commission or other payment due from Citybond to You on any account whatsoever.

7. PAYMENT TERMS

- 7.1 Settlement of all policy sales will be in accordance with Your current arrangements with Citybond.
- 7.2 If You have credit terms in place, You will be responsible for the settlement of Your account within fifteen (15) days of the expiry of the month of issue or immediately by return upon receipt of Your monthly Statement of Account, which shall not be later than fifteen (15) days from the end of the month of issue.
- 7.3 If You do not have credit terms, full payment must accompany Your request for cover. No cover will be held by Citybond until full settlement of the premium.
- 7.4 Failure to settle accounts according to clauses 7.2 or 7.3 shall be seen as a material breach of this Agreement and may result in the immediate cancellation of any credit facilities and termination of Your Agency upon giving You thirty (30) days written notice.
- 7.5 For the avoidance of doubt, Your payment obligations to Citybond shall be unaffected if You have:
- i) allowed credit to Your Client;
 - ii) obtained extended deferment periods from any premium finance house;
 - iii) delays or experience difficulties with Your accounting systems.
- 7.6 You will notify Citybond immediately of failure (or likelihood of failure) to collect any premium whereupon it shall be specified that either the cover will remain on risk for a further period or that the proposed contract will be cancelled unless You accept responsibility for payment of the premium. You shall comply promptly with instructions in this regard, failing which, You shall be deemed to have accepted responsibility for payment. If You fail to notify Citybond, You shall be wholly responsible for payment of the appropriate premium.

7.7 You agree to remit the correct amount of IPT appropriate to the location of the risk being placed, inclusive of any supplementary or parafiscal considerations (such as stamp duty) that may be due in addition to the base rate of taxation. Non-remittance of IPT is a criminal offence and You are required to maintain accurate records in respect of the tax due on any contract of insurance.

8. FINANCIAL ARRANGEMENTS

8.1 (*RISK TRANSFER*) All premiums (including IPT and any other applicable considerations) paid in full to You shall be treated as having been paid to Insurers upon receipt by You and the Insurers shall not be entitled to cancel any such policy in respect of which full premium payment has been made to You without a valid reason. Furthermore, risk transfer is extended to cover all relevant premium refunds and shall be treated as paid to the relevant Client only when they have been paid over by You (or Citybond acting on Your behalf).

8.2 In respect of the risk transfer arrangements specified above, You will be considered to be holding monies as agent of the Insurers.

8.3 Unless otherwise agreed in writing, You may not further cascade authority for risk transfer or sub-delegation other than to another Group Company known to Citybond, without express written consent from Citybond.

8.4 (*CO-MINGLING & SUBORDINATION*) All premiums paid to You in respect of business placed in accordance with this Agreement may be co-mingled with monies received by You from Your Clients for onward transmission to other Insurers or paid to You by other Insurers for onward transmission to Your Clients. Citybond acknowledges that all interest and investment returns on monies held by You are for Your benefit and consents that any rights over monies held in an account where You are also holding money as agent of the Client are subordinated to those of Your Clients where properly due.

8.5 Premiums and other monies received by You in respect of Your Clients' policies that Citybond has incepted shall be paid into a properly designated bank account opened by You for the receipt of such monies so that they are readily identifiable as being attributable to such policies at all times. Such monies shall not be applied for any purpose other than remittance to Citybond (unless Commission is properly due) or as set out in this clause 8. This account may be a statutory or non-statutory trust, risk transfer or similar account as appropriate to Your business and banking jurisdiction signifying that at all times the money is held on trust for the Insurer.

8.6 If You are an FCA-authorized firm Your bank account referred to in clause 8.5 must:

- i) be operated in accordance with the FCA Rules where client money (as defined by the FCA) is held. The provisions of the Client Assets Sourcebook section 5.3 or 5.4 Chapter 5 may or may not apply, depending on the permissions You hold;
- ii) have a title that sufficiently distinguishes it from any other bank account holding money that belongs to You.

8.7 If You are not an FCA-authorized firm, You agree that You will:

- i) provide Citybond or its Insurers (upon request) with written confirmation from Your bank that the account is held in accordance with all applicable Rules, that all money standing to the credit of the account is held by You as trustee and that the bank is not entitled to combine the account with any other or exercise any right of set-off in connection with it.
- ii) provide Citybond or its Insurers (upon request) with a copy of any trust deed (or

equivalent document) used to establish the account and, where client money is held, confirmation obtained from Your auditors that the necessary systems and controls are in place (or subsequently if no confirmation is held) and/or that it is being operated in accordance with the trust deed (or agency agreement or equivalent);

- iii) make and maintain the required records in respect of the bank account including periodic checks to ensure the amount of money segregated is sufficient to meet Your obligations with the appropriate reconciliations made and actions taken in the event of a shortfall or surplus.

9. USE OF THE COMPANY NAME

- 9.1 Unless otherwise agreed, Citybond shall supply You with all necessary promotional material and related insurance documentation. All insurance-related documents and any electronic method of producing documentation shall be kept secure at all times. If requested, You will promptly return or destroy all unused documents relating to this Agreement and ensure that any electronic production of such documents ceases. Title to all such material will remain vested in Citybond at all times.
- 9.2 Unless otherwise agreed, Citybond shall be solely responsible for the design; content and format of any materials supplied to You and may alter or modify such design, content or format from time to time without notice.
- 9.3 You are not authorised to use the Insurer's or Citybond's name in advertisements, web marketing, circulars, other general announcements or in any other manner whatsoever without obtaining prior written consent.
- 9.4 You must notify Citybond in the event of any loss or theft of any insurance-related documentation or security protocols (e.g. passwords) issued to / by You under this Agreement.

10. COMPLAINTS, CLAIMS AND EMERGENCY ASSISTANCE SERVICES

- 10.1 You acknowledge that You are not an agent of the company or the Insurers for the purpose of dealing with claims, emergency assistance or complaints. You must advise the Claims Handlers as soon as possible upon receipt of notice of a claim. You have no authority to act on behalf of the Insurers and will not commit, bind or arrange any claims on their behalf.
- 10.2 If You receive any complaints, You will follow the complaint procedures as detailed in the insurance documentation and/or advise Your Clients to strictly adhere to the procedures as detailed. Furthermore, You shall co-operate with any investigations that may be undertaken to deal with a complaint.

11. NOTIFICATION

- 11.1 You shall inform Citybond immediately in writing of any of the events referred to in clause 13 as soon as they come to Your knowledge.
- 11.2 You shall notify Citybond immediately upon becoming aware of any matter arising out of the operation of or in connection with the Agreement which has resulted, or could be expected to result, in a complaint to any Regulatory Authority or to give rise to litigation or proceedings against Citybond or the Insurers (save in respect of claims under insurance policies).
- 11.3 Any notice shall be deemed given if despatched by ordinary pre-paid post to the address given in Your Agency application form or in the last given change of address and the date of receipt shall be deemed to be the first working day after the date of despatch. Notices to

Citybond should be sent to the registered address (or other address as may be notified to You from time to time) or by email.

12. ASSIGNMENT

12.1 Neither party may assign, delegate or sub-contract any of its rights and obligations under this Agreement, other than to any Group Company, without the consent in writing of the other party.

12.2 In the case of a partnership the Agency shall accrue for the benefit of, and the terms of this appointment shall be binding on, any partnership or individual being or becoming a member of the partnership or, in the event of its dissolution, its successor, provided that in such circumstances both parties are appropriately notified and acknowledgement is received that the Agency shall continue following agreement to these terms by the new partner(s).

13. TERMINATION

13.1 In addition to the circumstances set out in clauses 3.4 and 7.4, the parties may terminate this Agreement and the Agency as described below.

13.2 The Agreement shall be automatically terminated, by notice from one party to the other, if:

- i) In the case of a partnership, any of the partners become bankrupt;
- ii) In the case of a company, it goes into liquidation or administration (except for the purpose of solvent reconstruction);
- iii) You compound with or combine Your estate (or in the case of a partnership, that of any of the partners) and/or effects for the benefit of a creditor.

13.3 Either party may terminate this Agreement at any time by giving seven (7) days' notice if:

- i) the other party (the defaulting party), or any of the partners thereof, has goods seized in the execution of a debt;
- ii) a petition is presented in the case of a partnership for the bankruptcy of any partner or, in the case of a company, for its liquidation or administration; the company calls a meeting of its creditors to consider a resolution for its winding up; or a receiver / administrative receiver is appointed over all or any of its undertakings or assets;
- iii) either party commits a material breach of this Agreement or fails to remedy a breach, which is regarded as being remedial by Citybond, within fourteen (14) days;
- iv) the effective control of Your company changes;
- v) any of the answers given in Your application for an Agency with Citybond are subsequently found to be untrue;
- vi) You cease to conduct business or a substantial part of Your business in the United Kingdom (including Channel Islands and/or the Isle of Man), Gibraltar or European Union;
- vii) being a company, either party is unable to pay their debts within the meaning of Section 123 of the Insolvency Act 1986;

- 13.4 Citybond reserves the right to terminate this Agreement by giving You not less than thirty (30) days prior written notice:
- i) if the total net premium (excluding IPT) Citybond derives from Your Agency over a recent period of not less than 6 months is less than £300 in total;
 - ii) should Your business appear to result in a poor loss ratio performance and is considered to be undesirable by Citybond or its Insurers.
- 13.5 Notwithstanding the previous, Citybond reserves the right to immediately terminate Your Agency or revoke access to any products and/or services provided by Citybond at its absolute discretion for any reason (including, but not limited to, a breach of the Rules), such authority not to be unreasonably exercised.
- 13.6 In lieu of termination, Citybond reserves the right to suspend Your Agency until such time as Citybond is satisfied that matters are resolved or issue the appropriate notice of termination.
- 13.7 Either party may terminate this Agreement by giving not less than thirty (30) days prior written notice at any time.

14. POST-TERMINATION

- 14.1 Upon termination of this Agreement:
- i) Citybond shall honour all contracts of insurance in force until their natural expiry date;
 - ii) Within seven (7) days (or as soon as practical thereafter), Citybond will deliver a final Statement of Account for immediate settlement;
 - iii) Any monies that You continue to hold following termination of this Agreement will continue to be operated in accordance with clause 8 until such time as the account is settled;
 - iv) Access to the company website will be disabled immediately, unless otherwise agreed in writing;
 - v) You shall return all documentation, promotional/advertising material and any other property belonging to Citybond;
 - vi) You shall permit Citybond to inspect and take copies of records in accordance with clause 5.4(v);
 - vii) The termination of this Agreement shall be without prejudice to any obligations or rights of either of the parties which shall have accrued prior to termination and shall not affect any provisions of this Agreement which are expressly or by implication provided to come into effect on or to continue in effect after such termination.
- 14.2 Clauses 2, 5, 6, 14, 15, 16 and 19 shall survive termination of this Agreement for any reason.
- 14.3 Each party agrees to retain a copy of this Agreement and any addenda for a period of three (3) years from the date on which it is terminated.

15. INDEMNITY

- 15.1 You agree, to the fullest extent permitted by law, to indemnify and hold harmless Citybond from, and against, any liabilities, damages and costs (including reasonable legal fees and cost of defence) to the extent caused by Your negligent acts, errors and omissions, including any:
- i) risk assumed by You in Citybond's name during suspension or after termination of this Agreement or generally outside the scope of Your authority under this Agreement;
 - ii) material breach of Your obligations under this Agreement.

16. CONFIDENTIALITY, NON-SOLICITATION AND INTELLECTUAL PROPERTY RIGHTS

16.1 Both parties will treat information (including but not limited to material concerning Intellectual Property Rights) received from the other relating to this Agreement and to Clients as Confidential Information and will not disclose it to any other party not entitled to receive it, except as may be necessary to fulfil their respective obligations under this Agreement and except as may be required by law or any regulatory authority.

16.2 Where disclosure of Confidential Information is permitted or required:

- i) disclosure shall be strictly limited to those parts of the other party's information which are required or permitted to be disclosed;
- ii) the disclosing party shall use all reasonable efforts to ensure that the recipient of the information is aware that the information is confidential;
- iii) the disclosing party shall inform the other party in writing of the circumstances of the disclosure;

16.3 (*NON-SOLICITATION*) Citybond acknowledges and agrees that ownership of all Clients who You have introduced to Citybond during the term of this Agreement and all database rights, rights in Client lists, renewal and similar rights (whether existing or arising during the term of this Agreement) relating to such people (together with records relating to insurance and claims information compiled during the term of this Agreement) will remain at all times, during and following the term of this Agreement, Your sole property.

Under the GDPR provisions You are deemed to be the Data Controller and shall as such undertake to comply with all the provisions of the GDPR applicable to a Data Controller. Citybond is deemed to be the Data Processor and undertakes to comply as such with its obligations under the GDPR provisions applicable to a Data Processor.

16.4 Citybond shall not, during the term of this Agreement and for a period of 1 year after the termination of this Agreement, for whatever reason, endeavour to solicit or entice away from You, any of Your Clients introduced to Citybond by You during the 1 year period prior to termination of this Agreement.

16.5 However, it is specifically agreed by both parties that Client data held by Citybond on Your behalf may be used to uphold the best interests of Your Client in the event that You are unable to offer continuation of cover following the cessation of Your business, the termination of Your Agency or the termination of Your authority to undertake such business under UK or EU legislation. No Commission will become payable in these circumstances.

16.6 Both parties will retain ownership of all 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 their obligations. The parties agree to do whatever is reasonably necessary to confirm or give effect to such ownership as vested appropriately including for any original item developed by either party as a consequence of performing their obligations. Unless otherwise agreed in advance, each party has the right to use any jointly developed intellectual property for any purpose whatsoever.

17. EMPLOYEES

- 17.1 Each party agrees that it shall not approach or attempt to entice away any persons involved with the provision of services under this Agreement during its term and for a period of 1 year following its termination unless otherwise agreed between the parties and with the option of an introduction fee being paid to the party the employee is transferring from.
- 17.2 Each party shall ensure that all relevant employees are aware of their obligations under this clause and shall operate adequate procedures designed to ensure compliance with this clause.

18. VARIATION

- 18.1 In the event of a change in law or regulations which affects any of the terms of this Agreement (including rendering a term invalid), the parties will co-operate in good faith (where necessary) to agree any amendment or variation to the Agreement.
- 18.2 Citybond reserves the right to vary the terms of this Agreement from time to time whereupon You will be notified. All changes will take effect fourteen (14) days after notification is made.

19. GENERAL PROVISIONS

- 19.1 Headings are for a matter of convenience only and shall not affect interpretation of this Agreement. Similarly, any reference to the singular shall include the plural and vice versa unless otherwise indicated by context.
- 19.2 Headings are for a matter of convenience only and shall not affect interpretation of this Agreement. Similarly, any reference to the singular shall include the plural and vice versa unless otherwise indicated by context.
- 19.3 This Agreement sets out the entire Agreement of the parties and supersedes all prior arrangements and undertakings relating to its subject matter, other than as provided in any further terms stipulated by Citybond.
- 19.4 (*FORCE MAJEURE*) Neither party will be liable or deemed to be in default for any failure in performance or delay in respect of this Agreement, if such failure or delay is caused by circumstances or conditions beyond its reasonable control, including but not limited to force majeure, insurrections and wars.
- 19.5 Citybond reserves the right to request a full certified copy (as supplied to Companies House in respect of a limited company) of Your annual audited accounts or other management accounts as necessary.

20. GOVERNING PROVISIONS

- 20.1 In respect of policies issued in England and Wales, this Agreement will be governed by, and construed in accordance with, the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.
- 20.2 If any provision of this Agreement is found to be illegal, invalid or unenforceable, then such provision will be deemed to be deleted from the Agreement but the remainder will remain in full force and effect.
- 20.3 A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

SCHEDULE 1

ACCESS TO THE COMPANY WEBSITES

1. If required, Citybond will provide You and Your authorised staff with a username and password, use of which will give You access to the company website(s).
2. Your access will enable You to some or all of the following:
 - 2.1 Submit policy applications to Citybond;
 - 2.2 Obtain online quotations for products inclusive of medical screening assessments;
 - 2.3 Submit proposed amendments in relation to Your Clients' policies which were originally issued through the company website;
 - 2.4 Submit proposed amendments in relation to Your Clients' policies which were originally issued through the company website;
 - 2.5 Issue policy documentation.
3. Citybond may periodically require each user to change their security password in accordance with standard security procedures. If Citybond becomes aware or suspects that any unauthorised person has obtained or has attempted to obtain access to the Company website then Citybond shall notify the user whose account was used for that attempt and disable that account until the password has been changed.
4. You undertake not to:
 - 4.1 Attempt to obtain access to, use or interfere with company data or data relating to matters other than those risks submitted by You;
 - 4.2 Permit the disclosure of any user account details by any individual user to any other person, including but not limited to Your other employees;
 - 4.3 Input anything obscene, offensive or defamatory.
5. You shall ensure that:
 - 5.1 The password is kept secure and that each member of staff shall at all times keep the password confidential;
 - 5.2 The data contained in the company website which is made available to You is only used and processed in accordance with the provisions of the Data Protection Act 1998.
6. It is intended that access to the company website is available 24 hours per day; however, the Company makes no warranties as to this availability.
7. Notwithstanding the above Citybond reserves the right to:
 - 7.1 Withdraw the electronic issuing facility at any time with immediate effect;
 - 7.2 Alter the areas of the company websites to which You have the right of access;
 - 7.3 Stipulate further terms of use of the company websites on the Company websites from time to time.

Citybond shall not be liable for any loss or damage sustained or incurred by You as a result of any use, failure or breakdown of the company websites other than as provided for in law.

SCHEDULE 2

PROVISION OF PRE-CONTRACT INFORMATION

Prior to entering into the contract, the policyholder must be provided with certain information regarding the insurer and the contract. The information to be provided in writing is the following:

- a) Name and legal form of the insurer;
- b) Place and name of the Member State where the head office of the insurer is located and corresponding address;
- c) Extent of risks covered;
- d) Exclusions and limitations of the coverage;
- e) Total amount of the insurance premium, and consequences for the failure to pay the insurance premium;
- f) Duration of the agreement, conditions for renewal, cancellation and termination;
- g) Complaints process, legal protection mechanisms and supervision authority;
- h) Applicable law;
- i) Policy Summary Information

You must be able to demonstrate that pre-contractual information has been provided to the policyholder prior to entering into the agreement.