



PREMIUM SERVICES

Terms & Conditions

Relating to the provision of
Omni Protect Premium Services



These Terms and Conditions ("Terms and Conditions") govern the Agreement between Participating Firm and Omnicore Intermediary Solutions Limited ("Omni Protect") in relation to Omni Protect Premium Services.

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions the following words have the following meanings:

ABC Laws means all applicable financial crime laws and regulations; including the UK Bribery Act 2010, the Criminal Finances Act 2017, sanctions, money laundering and anti-tax evasion regulations.

Adviser means any adviser entitled under its binding contract with a Participating Firm to advise Customers in relation to Products.

Agreement means these Terms and Conditions, together with the form titled "Omni Protect Premium Services Form" (as amended, varied or supplemented from time to time), in respect of Omni Protect Premium Services.

Applicable Laws means any applicable law, (including Data Protection Legislation and ABC Laws), statute, regulation, by-law, subordinate legislation, all binding court orders, judgments or decrees, all applicable direction, policy, guidance, industry codes of practice or standard, rule or order made or given by any relevant regulator or relevant authority having jurisdiction over that party or any of the party's assets, resources, or business in any jurisdiction, from time to time, in each case applicable to or binding upon that party.

Business Day means any day other than a Saturday or Sunday, on which banks are open for business in London.

Clawback means the repayment to Provider Partner of Commission that (a) should not have been paid; (b) is repayable under clause 8; and/or (c) is repayable under any Terms of Business between a Participating Firm and a Provider Partner.

Commission means Initial Commission and /or Trail Commission payable in accordance with clause 6 and any Terms of Business between a Participating Firm and a Provider Partner. Commission is deemed to be inclusive of any Taxes that may be payable.

Complaint means any expression of dissatisfaction, whether oral or written, and whether justified or not, by or on behalf of a complainant, which arises in connection with any Policy, or the provision of any activity provided for by the Agreement and involves an allegation that the complainant has suffered, or may suffer financial loss, material distress or material inconvenience.

Confidential Information means any and all information of a confidential or sensitive nature (whether or not marked as such) relating to the other party, which may come into a party's possession or into the possession of any of its employees or agents (whether in writing, orally or by another means), as a result of or in connection with the Agreement and any and all information which has been and which may be derived or obtained from any Confidential Information.

Core Provider Partner means each one of the three Provider Partners appointed by Omni Protect from time to time to participate on each and every Customised Premium Panel and which three Provider Partners shall collectively be referred to as "Core Provider Partners".

Customer means an individual who has been introduced to any Product following a consultation with an Adviser.

Customised Premium Panel means the panel of Provider Partners appointed by Omni Protect and Participating Firm, which consists of three Core Provider Partners and two Selected Provider Partners and which panel offers Products to Participating Firm through which Participating Firm receives preferential Commission Rates on Products purchased by Participating Firm's Customers.

Data Protection Legislation means all applicable data protection, privacy and electronic marketing legislation (as amended, consolidated or re-enacted from time to time), including the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, UK GDPR, any codes of practice relating to the same, and any guidance published by the UK Information Commissioner's Office ("ICO") from time to time. "UK GDPR" has the meaning given in section 3 of the Data Protection Act 2018. The terms "controller", "processor", "data subject", "personal data" and "processing" (and cognate terms) shall have the meanings given to them in Article 4 of the UK GDPR.

Date of Termination means the date upon which the Agreement ends.

Earned: Commission is "earned" when the relevant instalments or Premiums are treated by Provider Partner as earned.

FCA means the Financial Conduct Authority and/or any successor body and their officers and agents.

Firm means a company, partnership, firm, or sole trader who is directly authorised by the FCA to sell protection products to customers.

Force Majeure Event means any event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Agreement.

FSMA means the Financial Services and Markets Act 2000, as amended from time to time and the rules and regulations made or having effect under it.

Group Companies means in respect of a person, its Holding Companies, its Subsidiaries and the Subsidiaries of any of its Holding Companies from time to time "Holding Company" and "Subsidiary" having the meanings set out in section 1159 Companies Act 2006.

High Persistency means 80% or more of Participating Firm's Customers who are sold a Policy continue to pay their Premiums.

Indemnity Basis: Commission paid on an indemnity basis means an advance payment paid or payable under clause 6 and any Terms of Business between a Participating Firm and a Provider Partner and in respect of Initial Commission, to be Earned in relation to Products by the Customer's payment of instalments or Premiums due, during the Initial Commission Period.

Initial Commission means a type of Commission payable under clause 6, any Terms of Business between a Participating Firm with a Provider Partner, and on the Premiums or instalments paid or payable by a Customer in respect of a Product during the Initial Commission Period.

Intellectual Property Rights means all intellectual property rights of any nature including patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, moral rights, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of confidential information (including know-how and trade secrets) and proprietary knowledge, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Liability and Liabilities means all costs and expenses, losses, liabilities, obligations, damages, deficiencies, penalties, interest and expenses, (including reasonable fees and expenses of solicitors and other professionals and specialists) and other adverse effects resulting from any and all allegations, claims, judgments or causes of action. "Liable" shall be interpreted accordingly.

Omni Protect is a trading style of Omnicore Intermediary Solutions Limited.

Omni Protect Data means all data, information, text, drawings and other materials which are embodied in any medium including all electronic, optical, magnetic or tangible media and which are supplied to Participating Firm (or any person acting on its behalf) by or on behalf of Omni Protect;

Omni Protect Premium Panel List means the list of Provider Partners with which Omni Protect has an Omni Protect Premium Panel Provider Agreement from time to time and from which Participating Firm may select a Selected Provider Partner for its Customised Premium Panel.

Omni Protect Premium Services means the services supplied under the Agreement and which include inter alia access to: (a) Customised Premium Panel, (b) the Omni Protect Premium helpdesk, (c) online learning platform, (d) live training and development, (e) sales training from Provider Partners, (f) Omni Protect business quality manager to support ongoing training

and maintenance of sale quality, (g) in person national roadshow events, (h) certain protection technology at discounted prices, and (i) tailored compliance packages.

Omni Protect Premium Services Form means the Omni Protect document titled "Omni Protect Premium Services Form", (as amended, varied or supplemented from time to time), which inter alia is (a) an application form for Omni Protect Premium Services; and (b) a request for two Selected Provider Partners to be appointed to Participating Firm's Customised Premium Panel.

Participating Firm means a Firm which is stated on the Omni Protect Premium Services Form and which enters into this Agreement.

Participating Firm Data means all data, information, text, drawings and other materials which are embodied in any medium including all electronic, optical, magnetic or tangible media and which are supplied to Omni Protect (or any person acting on its behalf) by or on behalf of Participating Firm in connection with this Agreement and which is not Omni Protect Data.

Policy means a policy sold by a Provider Partner to a Customer as a result of the provision of information by an Adviser.

Policyholder means anyone who, for the time being is the legal holder of a Policy including any person to whom, under the Policy, a sum is due, a periodic payment is payable or such other benefit is to be derived.

PRA means the Prudential Regulation Authority.

Premium means the premium (or any other sum) paid by a Customer for a Product.

Product means any long-term, non-investment insurance contract administered by a Provider Partner from time to time, including, but not limited to life cover, serious illness cover, income protection cover, disability cover, business protection, relevant life policy, education cover and family income cover.

Provider Partner means a party that has entered into an Omni Protect Premium Panel Provider Agreement with Omni Protect to offer Products to Participating Firms through Customised Premium Panels, paying Commission to both Participating Firms and to Omni Protect and which Provider Partner may either be a Core Provider Partner or a Selected Provider Partner.

Regulatory Authority means any regulator or governmental or regulatory body, including but not limited to the FCA, the PRA and the ICO which has responsibility for regulating the parties, or either of them and/or either party's activities under this Agreement.

Regulatory Requirements means all applicable statutes, statutory instruments, orders, regulations and codes of practice (whether or not having the force of law) in force from time to time, and in particular but without limitation the requirements, rules, regulations, guidance and codes of practice of FSMA and the FCA.

Representatives in respect of a party means any of that party's and any of its Group Companies' respective officers, directors, employees, consultants, sub-contractors, agents and professional advisers and "**Representative**" means any of them.

Selected Provider Partner means each one of the two Provider Partners selected by Participating Firm from time to time to participate on Participating Firm's Customised Premium Panel and which two Provider Partners shall collectively be referred to as "**Selected Provider Partners**".

Service Commencement Date means the date upon which Participating Firm is first provided with access to the Omni Protect Premium Panel by Omni Protect, subsequent to Participating Firm accepting these Terms and Conditions and Participating Firm's Omni Protect Premium agency being set up.

Taxes means value added tax or any equivalent, or other applicable tax chargeable in the UK.

Term has the meaning set out in clause 13.1.

Terms of Business means the agreement between a Participating Firm and provider partner, (including those provider partners that are not a Provider Partner as defined herein) in relation to Products distributed by Participating Firms;

Trail Commission means a type of Commission which is linked to the value of a Product and paid at regular intervals where an Adviser of a Participating Firm has sold a Product to a Customer. Also known as "Renewal Commission".

- 1.2 Any reference in the Agreement to a statute, statutory instrument, rule, or regulation shall be construed as a reference to such statute, statutory instrument, rule, or regulation as amended, re-enacted or replaced from time to time.
- 1.3 Any reference in the Agreement to another agreement, schedule or document shall be construed as a reference to that other agreement, schedule or document as amended or supplemented from time to time.
- 1.4 Any reference in the Agreement to a clause, sub-clause or paragraph shall be construed as a reference to a clause, sub-clause or paragraph of the Agreement.
- 1.5 The headings used in the Agreement are for reference purposes only and do not affect its interpretation.
- 1.6 A reference to a "person" includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and any other legal or commercial entity or undertaking and its personal representatives, successors and permitted assigns.
- 1.7 A reference to a "company" shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Words denoting any gender will include a reference to each other gender

- 1.9 A reference to "writing" or "written" includes e-mail.

- 1.10 Any words following the terms "including", "includes", "include", "in particular", "for example", or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. General

- 2.1 Each party warrants and undertakes that:

- 2.1.1 it has full power and authority to enter into the Agreement and to perform its obligations thereunder;
- 2.1.2 it shall perform its obligations under the Agreement in compliance with all Applicable Laws and Regulatory Requirements, including all ABC Laws and Data Protection Legislation.

- 2.2 Breach of clause 2.1 shall be deemed a material breach of the Agreement entitling the non-defaulting party to terminate the Agreement immediately without prejudice to any other rights or remedies it may have in respect of such breach.

3. Provision of Omni Protect Premium Services

- 3.1 Firm will only be eligible for Omni Protect Premium Services where Firm is deemed at the sole discretion of Omni Protect to have High Persistency.
- 3.2 Subject to Participating Firm complying with its obligations under the Agreement and in particular agreeing to clause 3.3 below, Omni Protect shall provide Omni Protect Premium Services to Participating Firm in accordance with the Agreement, with effect from the Service Commencement Date until the Date of Termination.
- 3.3 Participating Firm acknowledges and agrees that in consideration for Omni Protect providing Omni Protect Premium Services to Participating Firm, including facilitating preferential Commission Rates for Participating Firm from Provider Partners, Omni Protect shall receive a share of Commission, as set out in clause 6, below.
- 3.4 Participating Firm acknowledges and agrees that these Terms and Conditions supersede any previously agreed terms and conditions between Omni Protect and Participating Firm relating to the supply of Omni Protect Premium Services.
- 3.5 For the sake of clarity, in the event that Participating Firm's Customers purchase Products from a provider partner that is not a Customised Premium Panel Provider Partner, these Terms and Conditions shall not apply to those transactions. Such transactions shall be governed by the relevant Terms of Business.
- 3.6 For the avoidance of doubt, any marketing and other promotional materials relating to Omni Protect Premium Services are for illustrative purposes only and do not form part of the Agreement.

4. Customised Premium Panel

- 4.1 The parties agree that Participating Firm's Customised Premium Panel shall consist of five (5) Provider Partners, three (3) of which shall be Core Provider Partners and two (2) of which shall be Selected Provider Partners.
- 4.2 Core Provider Partners may be replaced from time to time by Omni Protect. In the event that Core Provider Partners are replaced, Omni Protect shall provide not less than 30 days' written notice to Participating Firm.
- 4.3 Selected Provider Partners selected by Participating Firm and included in Customised Premium Panel shall be selected from Omni Protect Premium Panel List provided to Participating Firm by Omni Protect. For the sake of clarity Participating Firm may only select as a Selected Provider Partner, a Provider Partner from the Omni Protect Premium Panel List.
- 4.4 Participating Firm acknowledges and accepts that a Provider Partner shall not be obliged to enter into Terms of Business with Participating Firm and that Provider Partner may at its sole discretion refuse to be appointed as a Selected Provider Partner of Participating Firm's Customised Premium Panel. In such circumstances, an alternative Provider Partner indicated on Participating Firm's Omni Protect Premium Services Form will be appointed as a Selected Provider Partner to Participating Firm's Customised Premium Panel.
- 4.5 Subject to clause 4.6 below, Participating Firm may change one or both Selected Provider Partners on the second anniversary of the Service Commencement Date and every two years thereafter, with such change to take effect on the relevant anniversary of the Agreement ("Effective Change Date"). Notice to change a Selected Provider Partner ("Selected Provider Partner Change Notice") shall be provided to Omni Protect not less than thirty (30) days prior to Effective Change Date. Any replacement Selected Provider Partner shall be selected from Omni Protect Premium Panel List provided to Participating Firm by Omni Protect.
- 4.6 In the event that a Selected Provider Partner terminates its Terms of Business with Participating Firm, a replacement Selected Provider Partner may be appointed to Participating Firm's Customised Premium Panel. In those circumstances, Participating Firm shall inform Omni Protect as soon as practicable of an alternative Provider Partner from the Omni Protect Premium Panel List that it wishes to appoint as a Selected Provider Partner to its Customised Premium Panel.
- 4.7 Subject to clause 4.2 above, in the event that a Core Provider Partner either refuses to be appointed as a Core Provider Partner of Participating Firm's Customised Premium Panel or terminates its Terms of Business with Participating Firm, no alternative or replacement Core Provider Partner will be appointed to Participating Firm's Customised Premium Panel for the duration of relevant Core Provider Partner's appointment by Omni Protect as a Core Provider Partner of all Customised Premium Panels.

5. Provider Partners

- 5.1 The parties agree that:
 - 5.1.1 Provider Partners shall not be obliged to accept business from Participating Firm;
 - 5.1.2 The terms of the Agreement shall not create a direct contractual relationship between any Provider Partner and Participating Firm;
 - 5.1.3 the contractual relationship between any Provider Partner and Participating Firm shall be governed by separate and distinct Terms of Business between Provider Partner and Participating Firm;
 - 5.1.4 Omni Protect shall have no involvement in the Terms of Business between any Provider Partner and Participating Firm;
 - 5.1.5 Provider Partners may share with Omni Protect, data relating to Participating Firm Product sales, Commission Share, Clawbacks, Complaints and lapsed Policies for the purpose of Omni Protect checking amongst other things Commission payments, the accuracy of Participating Firm's Audit Documents and its compliance with the Agreement; and
 - 5.1.6 Omni Protect has no authority to bind any Provider Partner in any way and may not make or enter into any contracts or commitments or incur any liability for or on behalf of any Provider Partner, including in connection with Customised Premium Panel, Participating Firm or preferential Commission Rates.

6. Commission

- 6.1 Any and all Commission in connection with the Agreement shall be permissible commission and shall be charged and paid in accordance with all Regulatory Requirements and Applicable Laws, as amended from time to time.
- 6.2 Clause 29 shall apply in the event that any Commission is or becomes invalid, illegal or unenforceable.
- 6.3 Clause 24 shall apply in the event that a dispute arises concerning the validity, legality and/or enforceability of a Commission.
- 6.4 Customised Premium Panel Provider Partners shall pay rates of Commission ("Commission Rate") which have been agreed with Omni Protect and set out on the Omni Protect Premium webpage.
- 6.5 Commission Rates may not be changed without the prior written consent of Omni Protect.
- 6.6 Omni Protect and Participating Firm agree that from the Service Commencement Date, where a Customer purchases a Product from a Provider Partner, and that Product purchase was submitted via the Customised Premium Panel by Participating Firm, both Participating Firm and Omni Protect shall be entitled to receive a share of any and all Commission(s) payable by Provider Partner in respect of that Product ("Commission Share"). Commission Share shall be as follows:

6.6.1 96% of total Commission(s) payable on Product to Participating Firm ("Participating Firm Commission Share"); and

6.6.2 4% of total Commission(s) payable on Product to Omni Protect ("Omni Protect Commission Share").

6.7 In the event that a Customised Premium Panel Provider Partner offers to Participating Firm an enhanced rate of Commission in excess of the agreed Commission Rates referred to in clause 6.4 above, the Commission Share set out in clause 6.6 above shall still apply.

7. Payment of Participating Firm Commission Share

7.1 Provider Partner shall pay Participating Firm Commission Share due to Participating Firm to such bank account as is notified by Participating Firm to Provider Partner from time to time and such bank account shall be in the name of Participating Firm.

7.2 Participating Firm shall be solely responsible for its Commission payment arrangements with Provider Partners. Omni Protect shall have no obligations in respect of, nor any involvement in the payment of Participating Firm Commission Share by Provider Partners to Participating Firm.

8. Clawback of Initial Commission

8.1 Participating Firm acknowledges and accepts that Commission paid by Provider Partner and received by Participating Firm may be subject to Clawback by Provider Partner under certain conditions and in particular pursuant to any Terms of Business entered into by and between Participating Firm and Provider Partner.

8.2 Omni Protect and Participating Firm agree that:

8.2.1 Omni Protect shall not be liable for any repayment of Commission due to Provider Partner by Participating Firm;

8.2.2 Participating Firm shall not be liable for any repayment of Commission due to Provider Partner by Omni Protect;

8.2.3 Omni Protect shall have no obligations in respect of, nor any involvement in the Clawback of Commission by Provider Partner from Participating Firm; and

8.2.4 Participating Firm shall have no obligations in respect of, nor any involvement in the Clawback of Commission by Provider Partner from Omni Protect.

9. Training and Support

9.1 Provider Partner may provide Participating Firm with training on Provider Partner Products ("Provider Partner Product Training"). Omni Protect and Participating Firm agree that Omni Protect shall have no obligations in respect of, nor any involvement in Provider Partner Product Training.

9.2 The provision of Provider Partner Product Training to Participating Firm and its Advisers does not in any way alter, minimise or negate Participating Firm's obligation to sell Products in an accurate and competent manner.

9.3 Omni Protect shall provide Participating Firm with access to: (a) online learning platform; (b) live and digital training and development; (c) the Omni Protect Premium helpdesk; and (d) agency support.

9.4 Omni Protect shall provide Participating Firm with: (a) assistance to tailor Customised Premium Panel to Participating Firm's Customer demographics; (b) sales quality data; and (c) assistance with maintaining and/or improving High Persistency.

10. Participating Firm Obligations and Monitoring of Performance

10.1 Participating Firm acknowledges and agrees that use of any software, platforms and/or systems provided or facilitated by Omni Protect pursuant to the Agreement is subject to and governed by the relevant licence terms and acceptable use policies applicable to such software, platforms and/or systems (as updated, amended and replaced from time to time) ("Usage Terms"). In that respect, Participating Firm agrees to comply with all applicable Usage Terms.

10.2 During the Term, Omni Protect will monitor the activities and performance of Participating Firm in connection with the Agreement, including, but not limited to the following:

10.2.1 Participating Firm's compliance with its obligations;

10.2.2 volume and percentage of Customer Policies lapsing;

10.2.3 Clawback rates for Participating Firm and Omni Protect;

10.2.4 volume, type and handling of Complaints;

10.2.5 new business levels;

10.2.6 amendment of Terms of Business between Participating Firm and Provider Partners; and

10.2.7 termination of relationship between Participating Firm and Provider Partners.

10.3 Participating Firm acknowledges and accepts that in the event that Omni Protect has knowledge of any improper or fraudulent behaviour by Participating Firm relating to a Provider Partner's Products, Omni Protect may, unless prohibited by Applicable Laws or Regulatory Requirements, notify the relevant Provider Partner.

11. Suspension

11.1 Without prejudice to the other provisions of the Agreement, Omni Protect reserves the right to suspend Participating Firm's access to Customised Premium Panel if:

11.1.1 at any time Participating Firm is in breach of the Agreement;

11.1.2 Participating Firm does not comply with all applicable Usage Terms;

11.1.3 in the reasonable opinion and at the sole discretion of Omni Protect, the number of Complaints received by one or more Provider Partners over a continuous period of six (6) months, in relation to activities of Participating Firm, from either Customers, Policyholders and/or prospective policyholders, becomes unacceptably high ("High Complaint Rate");

- 11.1.4 in the reasonable opinion and at the sole discretion of Omni Protect, there is a high incidence of Terms of Business between Participating Firm and Provider Partners being amended or terminated ("High Change of Terms Rate"); or
- 11.1.5 at any time Omni Protect is required to do so by any competent Regulatory Authority or governmental body.
- 11.2 Omni Protect shall as soon as reasonably practicable (i) notify Participating Firm of the suspension, the reason for the suspension, and its expected duration; and (ii) reinstate access to Customised Premium Panel, once the ground(s) for suspension no longer exist.
- 11.3 In the event that Participating Firm is in breach of the Agreement or applicable Usage Terms, Participating Firm shall remedy that breach within a period of thirty (30) days after being notified in writing to do so by Omni Protect.
- 11.4 In the event that there is a High Complaint Rate:
 - 11.4.1 Omni Protect shall send written notification to Participating Firm of the number of Complaints received in connection with Participating Firm, its Customers and/or Policies in the previous six (6) months ("Complaints Notification");
 - 11.4.2 the parties shall arrange to meet either in person or online, at a mutually agreeable time on a mutually agreeable date, not more than fourteen (14) days after the date of the Complaints Notification ("Complaints Meeting") and agree upon a course of action to reduce the number of Complaints;
 - 11.4.3 where agreement cannot be reached under clause 11.4.2, clause 24 will apply; and
 - 11.4.4 in the event that High Complaint Rate continues for the duration of the six (6) months immediately following Complaints Meeting, Omni Protect may, at its sole discretion either suspend Participating Firm's access to Customised Premium Panel, or terminate the Agreement, as set out in clause 13, below.
- 11.5 In the event that there is a High Change of Terms Rate:
 - 11.5.1 Omni Protect shall send written notification to Participating Firm of the number of Changes of Terms made by Provider Partners in connection with Participating Firm in the previous six (6) months ("Change of Terms Rate Notification");
 - 11.5.2 the parties shall arrange to meet either in person or online, at a mutually agreeable time on a mutually agreeable date, not more than fourteen (14) days after the date of the Change of Terms Rate Notification ("Change of Terms Rate Meeting") and agree upon a course of action to address and reduce the number of Changes of Terms;
 - 11.5.3 where agreement cannot be reached under clause 11.5.2, clause 24 will apply; and
 - 11.5.4 in the event that High Change of Terms Rate continues for the duration of the six (6) months immediately following Change of Terms Rate Meeting, Omni Protect may, at its sole discretion either suspend Participating Firm's access to Customised Premium Panel, or terminate the Agreement, as set out in clause 13, below.
- 11.6 Omni Protect shall not be in breach of the Agreement if and to the extent it is exercising its rights of suspension in accordance with this clause 11 or as otherwise provided in the Agreement. Suspension in accordance with this clause 11 shall be without prejudice to any other rights and remedies that Omni Protect may have.
- 11.7 During the period of suspension of Participating Firm, Omni Protect and Participating Firm shall continue to be entitled to any and all Commission due and payable from Provider Partners in connection with the purchase of Products by Customers.
- 12. High Lapse Rate**
 - 12.1 The parties agree that there will be a high lapse rate ("High Lapse Rate") in the event that for a continuous period of six (6) months, Participating Firm does not satisfy High Persistency and the Commission paid in connection with the lapsed Policies is subject to Clawback.
 - 12.2 In the event that there is a High Lapse Rate:
 - 12.2.1 Omni Protect shall send written notification to Participating Firm of the number and percentage of lapsing Policies resulting in Clawback of Commission in the previous six (6) months ("Lapsing Policy Notification");
 - 12.2.2 the parties shall arrange to meet either in person or online, at a mutually agreeable time on a mutually agreeable date, not more than fourteen (14) days after the date of the Lapsing Policy Notification ("Lapsing Policy Meeting") and agree upon a course of action to reduce the number of Participating Firm's Customers' Policies that lapse;
 - 12.2.3 where agreement cannot be reached under clause 12.2.2, clause 24 will apply; and
 - 12.2.4 in the event that High Lapse Rate continues for the duration of the six (6) months immediately following Lapsing Policy Meeting, Omni Protect may terminate the Agreement, as set out in clause 13, below.
- 13. Term and Termination**
 - 13.1 The Agreement shall commence on the Service Commencement Date and, unless terminated as provided in this clause 13, shall continue. The period from the Service Commencement Date to the Date of Termination of the Agreement shall be the "Term".
 - 13.2 The parties may mutually agree in writing to terminate the Agreement on a specified date.
 - 13.3 Either party may terminate the Agreement by providing no fewer than thirty (30) days' written notice to the other.

- 13.4 Without affecting any other rights or remedies available to it, a party may terminate the Agreement with immediate effect by giving written notice to the other party if:
- 13.4.1 the other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) the other party fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
 - 13.4.2 the performance of the Agreement becomes illegal under Applicable Laws, or if termination is required by any competent Regulatory Authority;
 - 13.4.3 the other party has its regulatory permissions withdrawn or amended so it ceases to be appropriately authorised under Regulatory Requirements and is no longer able to carry out its business as foreseen by the Agreement; or
 - 13.4.4 there is evidence of improper or fraudulent behaviour by the other party.
- 13.5 Omni Protect may terminate the Agreement with immediate effect in the event that:
- 13.5.1 the High Complaint Rate continues for the duration of the six (6) months immediately following Complaints Meeting;
 - 13.5.2 the High Change of Terms Rate continues for the duration of the six (6) months immediately following Change of Terms Rate Meeting; or
 - 13.5.3 the High Lapse Rate continues for the duration of the six (6) months immediately following Lapsing Policy Meeting.
- 13.6 Participating Firm acknowledges and accepts that Omni Protect shall as soon as reasonably practicable, notify Customised Premium Panel Provider Partners of the termination of the Agreement.

14. Consequences of Termination

- 14.1 Upon termination of the Agreement:
- 14.1.1 all rights to use Omni Protect Premium Services pursuant to the Agreement shall immediately and automatically terminate; and
 - 14.1.2 Participating Firm shall no longer have any right to promote and sell Products offered by Provider Partners through Customised Premium Panel to Customers and receive preferential Commission Rates.
- 14.2 Termination of the Agreement shall not affect either party's rights, remedies, obligations or Liabilities that have accrued up to the Date of Termination under or in relation to the Agreement.

15. Complaints

- 15.1 In relation to Complaints connected with this Agreement, each party shall (i) notify the other party as soon as practicable of any Complaint that it receives; and (ii) notify the other party as soon as practicable of any Complaint received by Provider Partner and of which it has been made aware.
- 15.2 The parties shall:
- 15.2.1 ensure that all Complaints are handled in accordance with any and all Regulatory Requirements;
 - 15.2.2 cooperate in the handling of any Complaints, including in the provision of relevant information to one another; and
 - 15.2.3 provide any other reasonable assistance requested by one party to the other party, in order that the requesting party may comply with all its obligations under the Agreement and/or Regulatory Requirements.

16. Audit

- 16.1 Participating Firm shall keep separate accounts and records in relation to and in connection with the Agreement, giving accurate, up to date and adequate details of (a) all Commissions received; (b) any and all Clawbacks; (c) any and all Complaints received; and (d) any and all lapsed Policies (the "Audit Documents").
- 16.2 Upon receiving a written request from Omni Protect, Participating Firm shall, as soon as practicable, allow Omni Protect, its Representatives and any auditors of, or other professional advisers to Omni Protect, to review Participating Firm's Audit Documents, to the extent reasonably required in order to check (a) the accuracy of the Commissions and/or Clawbacks; (b) the number of lapsed Policies and Complaints; and (c) Participating Firm's compliance with the Agreement.
- 16.3 Participating Firm shall provide Omni Protect, its Representatives and its auditors and other professional advisers with all reasonable co-operation and assistance in relation to each audit.

17. Data Protection

- 17.1 Each party and its respective Representatives shall comply with all applicable requirements under Data Protection Legislation.
- 17.2 If the parties share between them any personal data under this Agreement, they will ensure that such disclosure is compliant with Data Protection Legislation.
- 17.3 In connection with the services provided under the Agreement, Participating Firm and Omni Protect may share the personal data of their respective Representatives. For the sake of clarity, Participating Firm will not share with Omni Protect any personal data of its Customers.
- 17.4 The parties agree they are independent data controllers and each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within thirty (30) days of written notice to that party, give grounds to the other party to terminate this agreement with immediate effect.

17.5 Each party shall:

- 17.5.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of personal data; and
- 17.5.2 give full information to any data subject whose personal data may be processed under this agreement, of the nature of such processing.

17.6 Each party warrants that it shall comply and shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- 17.6.1 where requested to, provide the other party with reasonable assistance in complying with any data subject access request;
- 17.6.2 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications and data protection impact assessments;
- 17.6.3 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, any shared personal data;
- 17.6.4 notify the other party without undue delay on becoming aware of any material breach of the Data Protection Legislation that directly relates to any shared personal data;
- 17.6.5 maintain complete and accurate records and information to demonstrate its compliance with this clause 17; and
- 17.6.6 upon request, provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the procedures to be followed in the event of a data security breach and a review of the parties' compliance with the Data Protection Legislation, if requested by the other party.

17.7 Participating Firm acknowledges that Omni Protect has no control over or responsibility for any processing of personal data by Provider Partners in connection with Terms of Business between Participating Firm with a Provider Partner and it is Participating Firm's responsibility to agree terms directly with Provider Partners in respect of any processing of such data.

17.8 Participating Firm acknowledges and agrees that Omni Protect is entitled to anonymise Participating Firm Data and information contained within commission statements received from Provider Partners for the purpose of generating Data Insight Reports subject to all Applicable Laws and in particular the requirements concerning the consolidation, anonymisation and use of data.

18. Data Insight Reports

18.1 Participating Firm hereby grants to Omni Protect a non-exclusive, sub-licensable, worldwide, royalty-free, irrevocable licence to use the Participating Firm Data for the purpose of generating and distributing Omni Protect anonymised and aggregated data insight reports ("Data Insight Reports") including to Participating Firms, Provider Partners and to Omni Protect's other third party customers. In generating and distributing such Data Insight Reports, Omni Protect shall ensure that the Data Insight Reports are not capable of identifying Participating Firm, Advisers or Customers.

18.2 Participating Firm hereby acknowledges and agrees that any and all Data Insight Reports generated pursuant to clause 18.1 above (and the Intellectual Property Rights subsisting therein) shall be owned by Omni Protect with full title guarantee and free from all third party encumbrances.

19. Force Majeure

19.1 A party shall not be in breach of the Agreement nor Liable for delay, prevention or hindrance in performing or failure to perform its obligations under the Agreement if such delay or failure is caused by a Force Majeure Event, provided that it:

19.1.1 notifies the other party in writing as soon as reasonably practicable specifying the nature of the Force Majeure Event and stating the anticipated delay in the performance of the Agreement; and

19.1.2 uses best endeavours to mitigate the effect of such Force Majeure Event on the performance of its obligations.

19.2 For the avoidance of doubt, any failure or delay by Omni Protect in performing its obligations under the Agreement which results from a failure or delay by Provider Partner and/or any other third party shall be regarded as due to a Force Majeure Event.

20. Confidentiality

20.1 Each of the parties shall ensure that Confidential Information of the other party is kept confidential and shall not make or cause or permit to be made any use of or disclose of any such Confidential Information except to the extent necessary to perform its obligations under the Agreement, or as expressly permitted by the Agreement.

20.2 Each party shall be permitted to disclose Confidential Information of the other party to the extent that it is required to do so by law or by any public, governmental, supervisory or Regulatory Authority or by any legally binding order of any court or tribunal given in any such case, provided that:

20.2.1 it shall give the other party prompt notice of the disclosure (where lawful and practical to do so) so that the other party has sufficient opportunity, where possible, to prevent or control the manner of disclosure by appropriate legal means;

20.2.2 the disclosure or use is limited strictly to those parts of the other party's Confidential Information which are required to be disclosed pursuant to clause 20.2; and

20.2.3 each party shall use reasonable endeavours to ensure the recipient of such Confidential Information is made aware that such information is confidential.

20.3 The obligations and restrictions contained in this clause 20 shall not apply to any information which:

20.3.1 the recipient can show had entered the public domain at the time Confidential Information was disclosed to them, or at any time thereafter, not as a result of any breach of clause 20;

20.3.2 the recipient can show was in its lawful possession at the time Confidential Information was disclosed to them and was not acquired by it under an obligation of confidence to the disclosing party or a representative of the disclosing party;

20.3.3 the recipient can show was received by it, after the time Confidential Information was disclosed to it, from a third party (other than the disclosing party or a representatives of the disclosing party) who could lawfully do so and who did not derive it from Confidential Information disclosed by the disclosing party or a representative of the disclosing party;

20.3.4 the parties have agreed in writing shall not be subject to the obligations and restrictions contained in this clause 20; or

20.3.5 can be demonstrated to have been developed by the recipient independently of the Confidential Information disclosed to it by the disclosing party.

20.4 Each party may disclose Confidential Information to any of its Representatives or to its Group Companies or their respective Representatives, ensuring that any and all recipients of Confidential Information are aware of the duty of confidentiality under this clause.

21. Intellectual Property Rights

21.1 Each party shall retain all interest, rights and entitlement to its own Intellectual Property.

21.2 Each party represents and warrants to the other that:

21.2.1 it owns or is licensed to use all Intellectual Property Rights which it uses or exploits in the performance of its obligations under the Agreement;

21.2.2 it has obtained all necessary permissions, consents, waivers and licences required from any third party (including all necessary or appropriate regulatory consents) in order for it to lawfully perform its obligations under the Agreement: and

21.2.3 the use by the other party in accordance with the Agreement of any Intellectual Property Rights licensed by it in the performance of its obligations under the

Agreement shall not breach the rights, including Intellectual Property Rights, of any third party.

21.3 Neither party shall use any Intellectual Property Rights of the other party or that party's Group Companies without prior written consent. In the event that a requested party grants written consent to use its Intellectual Property Rights to the requesting party, the requested party may stipulate the terms upon which the requesting party may use the relevant Intellectual Property Rights and may require that a separate and distinct agreement be entered into by the parties to govern the use of those Intellectual Property Rights.

21.4 Notwithstanding any other provision of the Agreement, Participating Firm acknowledges and accepts that Omni Protect does not and does not purport to grant to Participating Firm any rights, including Intellectual Property Rights, in or to any of the information supplied by Provider Partners. Participating Firm acknowledges that to the extent that it requires any licence in respect of such information, it must obtain it from the relevant Provider Partner.

22. Liability

22.1 Nothing in the Agreement will exclude or limit either party's Liability in respect of: (a) death or personal injury caused by the negligence of that party; (b) fraud (including fraudulent misrepresentation); or (c) any Liability which may not otherwise be lawfully excluded or limited.

22.2 Subject always to clause 22.1 and any indemnities expressly provided in the Agreement, neither party shall be Liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for: (a) any loss of revenue, profit, business, anticipated savings, goodwill, reputation, contract, data, use of equipment or process or any wasted management time; or (b) any indirect, economic, special or consequential loss whatsoever.

22.3 Subject always to clause 22.1 and any indemnities expressly provided in the Agreement, each party's Liability to the other party in contract, tort (including negligence and breach of statutory duty) or otherwise shall be limited to five thousand pounds Sterling (£5,000) per year, regardless of the number of events giving rise to Liability.

22.4 Omni Protect shall have no Liability for third party services, information, materials, the content of websites, or the accuracy or fitness for purpose of any Product.

22.5 As provided in clause 19 above, neither party shall be Liable for any failure or delay in performing its obligations under the Agreement if and to the extent that such failure or delay is the result of a Force Majeure Event.

23. Assignment and Other Dealings

Save with the other party's prior written consent, neither party shall assign, transfer, mortgage, charge, sub-licence, sub-contract, delegate, declare a trust or deal in any other manner or otherwise dispose of or encumber the Agreement or any of its rights or obligations under it.

24. Dispute Resolution Procedure

- 24.1 Save that nothing in this clause 24 will prevent a party from taking any actions in relation to the recovery of debts, in the first instance, disputes which may arise between the parties in connection with the Agreement shall, be dealt with and determined as follows:
- 24.1.1 each party shall nominate a representative who will be authorised to deal with the management, negotiation and settlement of any dispute arising under or in connection with the Agreement ("Nominated Representative"). Each party may change the identity of its Nominated Representative at any time during the Term of the Agreement;
- 24.1.2 each party shall refer any dispute that arises under or in connection with the Agreement to its Nominated Representative appointed in accordance with clause 24.1.1, who shall be responsible for the escalation of the dispute within that party's organisation and shall notify the other party's Nominated Representative in writing of the reason for the dispute. Any such notifications shall include a summary of the salient details of the relevant dispute ("Dispute Notice");
- 24.1.3 the Nominated Representatives shall meet in person or online within fourteen (14) days of the date of a Dispute Notice from the relevant Nominated Representative in order to agree a resolution or action(s) required by each party in order to resolve the dispute;
- 24.1.4 if any dispute has not been settled and/or a course of action for its settlement has not been agreed within twenty-eight (28) days of the date of the Dispute Notice, each Nominated Representative shall procure that an alternative senior representative ("Alternative Senior Representative") shall meet in person or online with an Alternative Senior Representative of the other party in order to seek a resolution of such dispute on one separate, further occasion. The parties shall procure that such meeting between each party's Alternative Senior Representative takes place as soon as reasonably practicable, taking into account the timescale in which the matter in dispute should be resolved so as not to impede the performance of the Agreement and in any event within forty-two (42) days of the date of the Dispute Notice;
- 24.1.5 if a settlement does not result from the meeting held between the parties' Alternative Senior Representatives and in any event within fifty-six (56) days of the Dispute Notice, the parties shall attempt to settle their dispute by mediation, in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure, by an independent mediator appointed by CEDR unless otherwise agreed between the parties. To initiate the mediation, a party will (a) serve notice in writing ("ADR Notice") to the other party, requesting a mediation; and (b) send a copy of the ADR Notice to CEDR. The

mediation will start no later than thirty (30) days after the date of the ADR Notice. The costs of mediation shall be shared equally between the parties;

- 24.1.6 neither party will commence any court proceedings under clause 33 in relation to the whole or part of the dispute until ninety (90) days after service of the ADR Notice, provided that the right to issue proceedings is not prejudiced by a delay; and
- 24.1.7 if the dispute is not resolved within ninety (90) days after service of the ADR Notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of ninety (90) days, or the mediation terminates before the expiration of the said period of ninety (90) days, the dispute shall be finally resolved by the courts of England and Wales in accordance with clause 33.
- 24.2 All periods specified in clause 24.1 shall be extendable by written agreement of the parties.
- 24.3 Each party shall act in good faith in its attempts to resolve its dispute with the other party.
- ## 25. Notice
- 25.1 Any notice or other document required or permitted to be given under the Agreement shall be in writing.
- 25.2 Any notice or other document required or permitted to be given under the Agreement may be hand delivered, sent by post or other next working day delivery service, or e-mailed. Unless notice is sent by e-mail, it shall be addressed to a director or partner of the recipient party and sent to the address stated in the Omni Protect Premium Services Form or to such other address that the recipient has notified to the other party in writing from time to time.
- 25.3 Written notice to Omni Protect may be given by e-mail to: support@omni-protect.co.uk
- 25.4 Every notice, request, demand or other communication under the Agreement shall, in the case of a letter, be deemed to have been received when hand delivered or on the second Business Day after it has been posted; and in the case of an e-mail, on the day of transmission, unless an "out of office" reply is received, in which case, receipt shall be deemed to be on the second Business Day after the day of transmission.
- 25.5 This clause 25 does not apply to the service of any legal proceedings, or where applicable, any other method of dispute resolution.

26. Rights and Remedies

Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

27. Variation

No variation of the Agreement shall be effective unless it is in writing and signed by the parties or their authorised representatives.

28. Waiver

- 28.1 A waiver of any right or remedy under the Agreement or by law, or any consent given under the Agreement is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. The waiver shall only apply in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- 28.2 A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not (a) constitute a waiver of that or any other right or remedy, or (b) prevent or restrict any further exercise of that or any other right or remedy under the Agreement. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

29. Severance

- 29.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 29 shall not affect the legality, validity and enforceability of the rest of the Agreement.
- 29.2 If any provision or part-provision of the Agreement is deemed deleted under clause 29.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

30. No Partnership or Agency

Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or Liability and the exercise of any right or power).

31. Third Party Rights

Except as expressly stated in the Agreement, the Agreement shall not create nor confer any rights that shall be enforceable by anyone other than the parties to the Agreement and, where applicable, their successors and permitted assigns pursuant to the Contracts (Rights of Third Parties) Act 1999.

32. Entire Agreement

- 32.1 The Agreement constitutes the entire agreement between the parties on the subject matter of the Agreement and supersedes and extinguishes all previous agreement, promises, assurances, warranties, representations, contracts, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 32.2 Each party acknowledges that in entering into the Agreement it has not relied on and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Agreement.

33. Governing Law

The Agreement shall be governed by the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.