

**APPLEWELL LTD. TERMS OF BUSINESS FOR BROKERS IN RESPECT OF BUSINESS INTRODUCED TO APPLEWELL LTD.:
EVENT ASSURED BINDING AUTHORITY (NON RISK TRANSFER) VIA EVENT-INSURANCE-ONLINE.COM WEB SITE**

Note: This agreement relates only to single event short period insurances arranged through our web site and does not apply to other business We may transact with You

1. Definitions:

- a) **Event Assured Partner Broker** means a company, partnership or sole trader who have (has) applied to and been accepted by Us as an intermediary for on-account credit facilities in the transaction of insurance policies via The Web Site
 - b) **Authorised User(s)** means an individual (individuals) nominated by You and accepted by Us to have access to and authority to arrange insurances on Your account on behalf of Your clients via The Web Site
 - c) **The Web Site** means the URL www.event-insurance-online.com and/or any other site in substitution or addition to this through which We transact insurance with other brokers
 - d) **Us: Applewell Ltd.** (company number 2429467) which trades as Applewell Insurance Brokers and Event Assured and is authorised and regulated by the Financial Services Authority (FSA). You can check this on the FSA's Register by visiting the FSA web's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234. We trade from 8 Freeport Office Village, Century Drive, Braintree, Essex CM77 8YG and our registered office is 3 Warners Mill, Silks Way, Braintree, Essex CM7 3GB. Our firm's reference number is 309109.
 - e) **You:** the broker or intermediary accepted as an Event Assured Partner Broker using The Web Site
- and We, Our, and Your shall be interpreted accordingly.

2. Application of the Agreement

- a) This agreement is personal to You and Us, and may not be assignable by either party without agreement.
- b) This agreement governs the relationship between You and Us whereby You arrange insurance with Us via our web site(s) which We place with certain underwriters at Lloyd's ("the Insurers") on a delegated authority which we hold. In this context You are acting as agent of Your client and we are acting as agent of the Insurers.
- c) This Agreement relates only to the individual transaction for which it is issued and to no other business which We may transact with You
- d) This Agreement shall be current from the time when You first enter data into our web site for the purposes of obtaining a quotation and shall continue until expiry of the insurance arranged.

3. General Obligations:

- a) You must act in the best interests of Your client at all times
- b) all instructions You give are as agent for your client and your FSA permissions must include permission to "deal in investments as agent" (non investment insurance contracts)
- c) Nothing in this agreement shall oblige Us to accept nor You to place insurance with Us
- d) You will not confirm to Your client the existence of any insurance placed with Us without first having received written confirmation of cover from Us
- e) You will pass on to Your client all documentation produced by Us without amendment
- f) You will not issue any cover note or confirm cover (except as aforementioned)
- g) You will not hold yourself out to be the underwriter's original broker /intermediary
- h) You shall not hold yourself out as being Our agent except as provided specifically in this agreement.

4. On-line Access and Control

- a) Prior to the commencement of this Agreement we will have agreed to appoint you as an Event Assured Partner Broker and to permit broker access to The Web Site by those Authorised Persons notified by You to Us. We will provide an initial password which you may change as required. You are responsible for controlling the use of passwords and shall ensure that proper procedures exist in your organisation to ensure that only Authorised Users have access to the web site on Your account.
- b) You shall ensure that all passwords are maintained securely and confidentially. You shall be responsible for and shall immediately take steps to instruct Us to terminate access by persons who should no longer have access to The Web Site on Your account.
- c) You shall inform Us immediately if You become aware of any unauthorised use or disclosure or loss or theft of any of the passwords.
- d) It is Your responsibility to ensure that You have the appropriate hardware, software and virus protection to enable You to use The Web Site safely and securely. You shall make Your own arrangements for internet connection, and are responsible for any telephone costs and/or charges which may become due in relation to accessing and using The Web Site.
- e) We may suspend the operation of or make changes to The Web Site or disable Your broker access to The Web Site at any time without notice for any reason.
- f) You and We further agree that insurance policies may be validly bound electronically through the use of The Web Site and waive any rights to bring an action, claim or proceedings declaring or to raising as a defence to an action, claim or proceedings, the invalidity of an insurance policy on the grounds that the insurance policy was formed electronically.

5. Use of The Web Site

- a) You shall not (and shall ensure that none of Your Authorised Users, agents or contractors) use The Web Site or any information obtained from it:
 - i) for any purpose other than the placing and/or administration of insurance policies in accordance with this Agreement
 - ii) in any way that disrupts, interferes with or restricts the use of The Web Site by Us or by any authorised third party user of The Web Site
- b) You shall not:
 - i) access or attempt to access unauthorised areas of The Web Site or probe, scan or test the vulnerability of The Web Site or use any devices, software or routine to interfere with the proper working of The Web Site
 - ii) reverse engineer, decompile, copy, distribute, disseminate, sub-licence, modify, translate or adapt any software or other code or scripts relating to The Web Site or knowingly post or transmit any information that contains a virus, worm, Trojan horse or other harmful or disruptive components to The Web Site.
 - iii) embed the site or any part of the site in any other web site or "white label" the site or any part, without our specific written agreement

- 6. **Material Facts:** It is the duty of You and Your client to disclose all circumstances material to the insurance. Failure to do so may invalidate the insurance or enable the Insurers to decline a claim. The obligation to disclose material facts exists both at the time when the insurance contract commences and throughout the duration of the contract.

7. **Communication:** The prime means of communication in respect of business transacted via our web site is e mail and You and We each accept that electronic communication is acceptable and that such communications constitute written confirmation. We may also communicate with You by post, telephone, fax as appropriate.
8. **Language:** whilst we have some ability in foreign languages, if You are in another EEA state will ask you to request communication in English, and to confirm that Your client will accept communication and policy documentation in English.
9. **Responsibility for Premiums:** Under Our Delegated Authority We are agents of the Insurers for the purposes of receiving premiums from customers and agents and receive premium risk transfer so that once premiums are paid to us they are deemed to have been paid to the Insurers. We are also agents of the Insurers for the purpose of receiving and holding premium refunds prior to the transmission to clients or agents and for the payment of claims.
10. We are unable to cascade premium risk transfer at this time so You must keep money paid to You by a customer in either a Statutory or Non Statutory Trust Client Money Account as permitted under the FSA Client Money rules (set out in CASS 5).
11. You are entitled to any interest or investment income earned on the monies referred to above. We may earn interest on money held on behalf of Insurers and such interest is retained by Us.
12. **Confirming Cover and Payment of premiums: when you confirm that cover is required on the web site then you are entering into a contract on behalf of Your client and You and Your client shall then be jointly and severally liable to pay the premiums due in full. We will send the certificate of insurance and an invoice (or Debit Note) for the premium and tax due (less commission) and unless stated otherwise such sum will be due for immediate payment, and must be paid to Us within 28 days of inception of cover (or such other period as We may specify.)**
13. All payments by cheque should be made payable to Appellewell Ltd. and must be posted to our offices at 8 Freeport Office Village, Century Drive, Braintree, Essex CM77 8YG together with a copy of our invoice. Bank details for electronic funds transfer are available on request.
14. We have to set terms of credit which will enable us to meet Insurers payment requirements and so cannot grant extended credit. If Your client is paying You via an instalment credit facility, we cannot extend the period of credit to take into account the settlement date of the finance provider, nor any delay in completion of documentation by You or Your client.
15. If there is a credit balance on Your account with us then we may offset sums due against such credit and then either pay a net refund or render an account for the net balance due. We will refund any sums due to You by issuing a Credit Note and refunding the sum to You without undue delay. If there is a debit balance on Your account with Us then We may set credits off against any sum due to Us
16. If You are paying by credit or debit card Your credit or debit card account will be debited immediately when you confirm the purchase via Sage Pay. If for any reason the premium is not paid us by the merchant acquirer (HSBC Bank) then the insurance may be void and of no effect.
17. **Cancellation of insurances:** Unless we tell you otherwise, you should assume that the total premium under any insurance is due in full at inception and there is no option to cancel or obtain a refund.
18. **Documentation:** We provide a detailed quotation of any proposed insurance before conclusion of the contract. We confirm the cover arranged in writing immediately after the conclusion of the insurance contract by e mailing you a certificate of insurance. You should advise us immediately if these documents do not meet Your client's requirements.
19. **Demands and needs:** You are responsible for establishing whether the insurance we provide meets your client's demands and needs and for providing Your client with an appropriate Summary of Cover. You may use the documentation We provide for this purpose.
20. **Security of Insurers:** We do not guarantee the security of any (re)insurer and shall not be liable for any losses which You may incur as a result of any solvency difficulties of any (re)insurer.
21. **Commission and Fees:** Where we are able to pay commission to You we will advise the commission payable with each quotation. You are responsible for disclosing Your commission to your commercial client on request and for explaining any fees you may charge. If You charge Your client a fee then this must be in compliance with FSA rules.
22. Commissions are usually deemed to be earned by Us for the certificate period at the time of placing and we are entitled to retain all fees and commission in respect of the full certificate period in respect of insurances placed by Us. We will be entitled to draw down our commission immediately on receipt of funds subject to any terms and conditions which (re)Insurers may impose on us.
23. **Claims.** Immediately you become aware of any circumstance which may give rise to a claim You must notify us at the following address: Appellewell Ltd., 8 Freeport Office Village, Century Drive, Braintree, Essex CM77 8YG; by telephone: 01376 330624; fax 01376 330004; or by e mail: mail@event-assured.com.
24. Failure to notify us may prevent us from giving required notice to the Insurers and may lead to them refusing to deal with the claim if this is permitted under the terms of the insurance. You must provide us with every co-operation and all information required in order to facilitate the claim on behalf of your client. You must advise them not to withhold any material information or make any false or inaccurate statement in connection with any claim otherwise the Insurers may be entitled to avoid the claim and any other claims under the insurance.
25. **Compliance:** at all times whilst providing insurance mediation services both parties must be authorised and regulated by the FSA and will comply with all rules and regulations. Immediate notification of any actual or threatened withdrawal of authorisation by the FSA must be given by either party.
26. **Termination:** This Agreement terminates in accordance with clause 2 d) of this Agreement and in addition may be terminated by You or Us
 - a) at any time by mutual agreement; or
 - b) on the expiry of 60 days written notice delivered by registered or recorded delivery post; or
 - c) without notice if there are reasonable grounds to suspect fraud, or in the event of the bankruptcy, insolvency or liquidation of You or Us or on the approval by creditors of You or Us of a voluntary arrangement or on the making of an Administration order in relation to You or Us or
 - d) without notice if the authorisation by FSA of You or Us to undertake any general insurance regulated activities is terminated following any proposed or actual disciplinary proceedings for any failure to comply with the FSA Rules, or for any failure to comply with the FSA Rules in respect of any regulated activities undertaken by You in pursuance of the duties delegated to You under this Agreement; or,
 - e) if You or We fail to remedy any other breach of this Agreement, or any unsatisfactory conduct, within a reasonable period of You or Us notifying the other party in writing.
 - f) In the event of termination nothing in this agreement shall affect the right of action of Us as detailed in this agreement or its rights to recover premium from You, Your clients or any of them, or to apply any return premiums received from Insurers against any moneys which may be owed by You or Your client.

27. **Direct Dealings with Customers:** To enable Us to fulfill any regulatory or contractual duties to customers, We reserve the right to deal direct with customers whose insurances are arranged by You with Us in any of the following circumstances:-
- a) if there are reasonable grounds to suspect fraud on Your part
 - b) civil/criminal charges material to the operation of this Agreement
 - c) if You are unable to meet the FSA's financial requirements, or Your bankruptcy, insolvency or liquidation , or on the approval by Your creditors of a voluntary arrangement or on the making of an Administration order in relation You
 - d) if You fail, without reasonable cause, to remedy unsatisfactory conduct as requested by the Us in writing
 - e) if the You cease to be authorised by the FSA to undertake any relevant general insurance regulated activities, or in the event of any failure by You to comply with the FSA Rules
 - f) if You are physically unable to undertake any of the duties delegated by Us to You under this Agreement or under any additional authority or Binder
 - g) where possible, notice will be given to You by Us of the proposed action and the reasons for it.
28. **Non Solicitation:** other than as set out in paragraph 27 above, or on termination by Us in the circumstances set out in paragraph 26 above, We will not, during the currency of this Agreement or for period of 24 months following the expiry of this Agreement, deliberately or knowingly use information obtained from You on business transacted under this Agreement to solicit, either directly or indirectly by arrangement with another party, the insurance business of Your clients without Your agreement.
29. **Changes in Circumstances :** either party will notify the other :-
- a) of all material changes in Directors, Partners, or control and of all changes in name or trading name or address
 - b) if the Proprietor or any Partner, Director, or any other approved person, is convicted of a criminal offence (other than a motoring offence), or becomes subject to a Court Judgement for debt
 - c) if authorisation by FSA to undertake one or more general insurance regulated activities ceases or is terminated and the reason(s) for such cessation/termination
 - d) if the legal ability or any Authorisation necessary in order legally to transact business hereunder ceases or is suspended or made subject to conditions that may prevent any of Your activities under this Agreement being carried out legally
 - e) of formal termination (excluding termination for pure economic reasons) of any Terms of Business Agreement held to place insurance with or via any other insurer/intermediary.
30. **Registered Trade Marks:** the "Event Assured" name and corporate logo and variations of this are Our trademarks. Unless specifically authorised in writing, You may not use the corporate logo on any documents or materials produced independently by You or on Your behalf.
31. **Indemnity:** You shall indemnify Us and/or Our Insurers from and against any proven, foreseeable and fully mitigated loss, cost, liability, claim or damage which We, and/or Our Insurers, might suffer or incur as a result of a default by You of any of Your obligations expressed or implied arising under or in connection with this Agreement and for any acts carried out by You outside the scope of the authorities given under this Agreement.
32. **Variation:** any variation to this Agreement must be contained in writing and signed by You and Us. Should agreement not be reached, We reserve the right to give a minimum of three months written notice to You of any variations.
33. **Jurisdiction:** this agreement shall be governed by and interpreted in all respects in accordance with the laws of England and Wales and both parties agree to submit to the jurisdiction of the English courts unless specifically agreed in writing by both parties to accept an alternative jurisdiction.
34. **Force Majeure :** In this Agreement, "Force Majeure" shall be in any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented. If either party is prevented or delayed in the performance of any its obligations under this Agreement by Force Majeure, that party shall forthwith serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall, subject to the service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events, for the continuance of such events, and for such time after they cease as is necessary for that party, using all reasonable endeavours to recommence its affected operations in order for it to perform its obligations. If either party is prevented from the performance of its obligations for a continuous period in excess of one month, the other party may terminate this Agreement forthwith on the service of written notice upon the party so prevented, in which case neither party shall have any liability together except the rights and liabilities which have accrued prior to such termination shall continue to subsist.