

The terms "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**" and "**Processing**" have the meanings given in the GDPR.

We are committed to keeping Personal Data confidential and process all Personal Data in accordance with the Data Protection Laws. Our Privacy Notice, which explains how and why we process Personal Data, including what rights individuals have under the Data Protection Laws, can be viewed on Our website or a copy can be provided on request.

We shall, and if you are a commercial client, you shall, comply with all applicable requirements of the Data Protection Laws. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws.

If you are a commercial client, both parties acknowledge their intention to process the Personal Data as independent Controllers.

If you are a commercial client, where You collect Personal Data which You subsequently transfer to Us in order for Us to provide You with any services under this Agreement, You will ensure that:

- all fair processing notices have been given (and/or, as applicable, valid consents obtained that have not been withdrawn) and are sufficient in scope and kept up to date in order to meet the transparency requirements set out in the Data Protection Laws to enable Us to Process such Personal Data in accordance with this Agreement and the Data Protection Laws. Each party acknowledges and agrees that You will have met such transparency requirements by making reference to Us and including a link to Our Privacy Notice in the information that You provide to Data Subjects about the Processing of Personal Data under this Agreement;
- such Personal Data is adequate, relevant and limited to what is necessary in relation to the services being provided by Us;
- such Personal Data is accurate and, where necessary, up to date;
- such Personal Data has been collected by You lawfully and, where appropriate, the necessary consents have been obtained from the Data Subject.

If you are a commercial client, each party will promptly notify the other on receipt of any requests, inquiries or complaints from Data Subjects and/or supervisory authorities (as defined in the Data Protection Laws) received by that party which are relevant to any Personal Data Processed under this Agreement and will provide the other party with reasonable assistance, upon request, in dealing with any such requests, inquiries or complaints.

If you are a commercial client, each party shall comply with its obligations to report a Personal Data Breach relating to any Personal Data Processed under this Agreement to the appropriate supervisory authority and Data Subject(s) (where applicable) under Articles 33 and 34 of the GDPR and shall inform the other party promptly of any Personal Data Breach which is notifiable to the supervisory authority under Data Protection Laws. Without undue delay, the parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

Data Principles

We will abide by the following principles:

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

Our Data Protection Compliance Officer can be contacted at; Brunel Professions Ltd, 1 Creechurch Place, London, EC3A 5AF, or by email at compliance@astonlark.com.

14. CONFIDENTIALITY

We agree to keep all Your confidential information in strict confidence and not disclose such information except:

- (a) to the extent necessary to provide Our services to You under this Agreement, including (i) the sharing of information to implement or administer a syndicated placement; and (ii) to Your legal and other professional advisors or experts giving professional advice, or other service providers providing services in connection with the insurance We place for You;
- (b) to law enforcement and/or regulatory authorities, to the extent we determine We are required to do so;
- (c) to other companies within the Aston Lark group of companies;
- (d) to Our legal or other professional advisers or experts giving professional advice or reinsurers; and
- (e) other persons with Your written consent.

Any reports, letters, or information We provide You with during the term of Our engagement are not to be disclosed to any third party without Our prior written consent (the foregoing statement does not apply to the "Verification of Cover Certificate" which is intended to be used as proof of cover to third parties). If We provide Our consent, We may stipulate terms regarding such provision or require the third party to enter into a direct relationship with Us. We disclaim all responsibility and liability for any consequence whatsoever should a third party rely upon any such report, letter, or information without our first having given Our written consent that such third party may do so.

15. COMPLAINTS

It is always Our intention to provide You with a quality service. However should You have cause to complain please send Your complaint to the Compliance Officer, Brunel Professions Ltd, 1 Creechurch Place, London, EC3A 5AF (Contactus@brunelpi.co.uk). Your complaint will be acknowledged within five (5) working days advising who will be handling the complaint. You will then receive a detailed response within eight weeks, unless We write to You advising that a response will be delayed.

If You are not satisfied with Our response, You may be eligible to refer Your complaint to the Financial Ombudsman Service (FOS) The Financial Ombudsman Service, Exchange Tower, London E14 9SR (<https://www.financial-ombudsman.org.uk/>).

If Your policy is insured in the Lloyd's market, We will provide You with Our response within two weeks. If You are unhappy with Our response You are entitled to refer Your complaint to Lloyd's and they will provide You with their response within eight weeks, but if You are not happy with the response You get from Lloyd's, You may be entitled to refer the matter to the FOS. You can refer a complaint to Lloyd's by contacting them at Complaints, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN, or by email at complaints@lloyds.com. A full copy of Our complaints procedure is available on request.

Your right to complain to Us and/or to refer Your complaint to the FOS is without prejudice to Your right to take legal action.

16. COMPENSATION

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme should We be unable to meet Our obligations. This depends on the type of insurance policy and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS. The FSCS can be contacted at; www.fscs.org.uk

or

Financial Services Compensation Scheme
PO Box 300
Mitcheldean GL17 1DY

17. PAYMENT OF PREMIUM AND OTHER MONIES

Unless payment is made direct to the insurer or to a premium finance company, You must pay Us all amounts due in accordance with the terms and the payment date specified on Our invoice or other documentation. As We are under no obligation to fund premium to insurers on Your behalf, failure to pay the monies due by the payment date may lead to a policy not being incepted or insurers cancelling Your policy.

We reserve the right to make charges, in addition to any insurance premiums, for the arranging, amending, renewing and cancelling of any policy of insurance as well as the handling of claims. Please see Section 19 (Our Remuneration) below for further details in respect of this. However, You will not incur a liability to pay a fee unless We have given You prior notice of this.

18. CLIENT MONEY

We, in the course of carrying on insurance distribution, handle client money in accordance with the FCA Client Assets Sourcebook (CASS) rules, which are designed to protect You. A copy of the CASS rules is available on request.

We handle client money in either one of the following ways, both of which are described in more detail below:

- i. it is held on Your behalf in a segregated bank account that is subject to a non-statutory trust; or
- ii. it is held by Us as agent of the relevant insurer ("risk transfer").

Non-Statutory Trust

The aim of the trust is to protect You in the event of Our financial failure, or the failure of the bank or a third party at which the money may be held. In such a circumstance, Our general creditors (or those of the bank or third party) should not be able to make claims on client money, as such money will not form part of Our (or the bank's or third party's) property. The fact that We will hold money on trust gives rise to fiduciary duties which will be owed to You until the client money reaches the insurer, at which time Our fiduciary duties with regard to Your money will cease.

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

Risk Transfer

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

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

Segregation of Bank Accounts

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

Segregation of Designated Investments

We may also arrange to hold client money, that is subject to a non-statutory trust, in separately permitted designated investments with a value at least equivalent to the money that would otherwise have been paid into a client bank account. If We do this, We will be responsible for meeting any shortfall in Our client money resource which is attributable to falls in the market value of a segregated investment. Any investment returns on any segregated designated investments will be retained by Us.

Commission

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

i. when We actually receive the premium as cleared funds from You (or from a third-party premium finance provider on Your behalf);

and

ii. at the point at which the commission becomes due and payable to Us for Our own account provided this is consistent with the terms of business of the insurer to whom the premium is payable.

Until that point commission will remain client money.

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

Payment to Third Parties

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

19. OUR REMUNERATION

We are remunerated for Our services in the following ways:

Commission

When We arrange a policy with an insurer on Your behalf, We may receive commission from the insurer which is a percentage of the total annual premium. Any commission is considered to be fully earned when Your insurance(s) incepts. We will tell You in writing (where applicable, upon request) whether we receive such a commission or any other remuneration, including indirect remuneration (and including the source of such remuneration) for arranging Your insurance or providing You with any other services.

Fees

We may negotiate a fee with you for Our services, however You will not incur a liability to pay a fee unless We have given You prior notice of this. Where We are not able to supply you with the actual fee, We will supply you with the basis of calculation of any such fee. We may charge a fee in addition to any commission We are paid by an insurer. We will also advise You in advance in the event third party providers that We use to arrange Your insurances charge You a fee. Any fee is considered to be fully earned when Your insurance(s) incepts.

Administration Fees

We will inform You separately of any administration fees that may apply to Your policy. In the event of policy cancellation, any cancellation fee may be deducted from any refund of premium due to You. Subject to Your policy terms and conditions, no refund will be issued in the event of a policy cancellation if a valid claim has been made (or is intended to be made) or a circumstance has been notified under that policy. We reserve the right to deduct any unpaid premium from any claim settlement.

Other Income

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

For arranging premium instalment facilities, We earn a variable amount of commission from Our premium finance provider which is usually a percentage of the interest that You pay. This means that the amount You pay for credit and the overall cost of arranging Your insurance will vary according to the interest charged by the lender and the amount of commission We earn. There may be occasions where there is a choice of instalment payment options which may charge

different interest rates. Typically, if Your policy is paid via a direct debit instalment arrangement directly with the insurer, We will not receive any additional payments outside of the commission/fees earned for arranging Your policy.

Using premium finance rather than paying the premium in one amount makes the overall cost of the insurance more expensive.

A full breakdown of the cost of Your insurance and the cost of credit will be provided as part of Your new business or renewal quotation before You decide whether to proceed. Please be assured that the way in which We are remunerated will not at any time conflict with Our responsibilities to meet Your needs and treat You fairly.

Services on Behalf of Insurers

We have agreements in place with certain insurers that We will undertake certain activities on their behalf which may include producing policy documentation, compilation of risk data, risk identification surveys, and claims management. In return for these services certain insurers will make a payment to Us. These payments are separate, and in addition to, any commissions, or fees and administration fees that You pay Us.

Our Commitment to Transparency

You are entitled at any time to request information regarding any commission or other income which We may have received as a result of placing Your insurance business or arranging Your premium finance. We will provide full details in writing where such request is made within seven (7) working days.

20. LIMITATION OF LIABILITY

Nothing in this Agreement shall limit or exclude Our liability for personal injury or death caused by negligence, or fraudulent acts, or any liability to You arising under our regulatory obligations insofar as we are prohibited from limiting our liability to You in relation to the same.

In respect of all other claims arising out of or in connection with this Agreement, We will not be liable for any loss or damage where there is no breach of a legal duty owed to you by Us, where such loss is not a reasonably foreseeable result of any such breach, or for any increase in loss or damage resulting from breach by You of any term of this Agreement. We will have no liability in respect of losses relating to Your business such as lost data, lost profits or business interruption. For commercial clients, our total aggregate liability in respect of all claims arising out of or in connection with this Agreement shall be limited to the sum of £10 million, unless otherwise agreed in writing. You acknowledge and agree that You shall only be entitled to make a claim against Us, and not against any individual employee, director or officer of Ours.

21. GOVERNING LAW

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

22. THIRD PARTY RIGHTS

No other person has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement other than any associated and/or subsidiary companies, parent undertakings of Brunel Professions Ltd, and/or individual employees, directors or officers of Ours. This provision shall not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

23. SEVERABILITY

If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which will remain in full force and effect.

24. ENTIRE AGREEMENT

This Agreement sets out the entire agreement between Us in relation to the subject matter within the scope of this Agreement and supersedes any previous agreement, representations and understandings between Us in such respect with effect.

25. AMENDMENT TO TERMS

We may amend the Terms of this Agreement at any time by giving You fourteen (14) days' notice in writing. If You do not agree to the amended terms, You may cancel this Agreement from the date when the new terms would otherwise take effect.

26. NOTICES

Any notice given under or in connection with this Agreement shall be in writing and shall be:

- a) delivered by hand or by prepaid first-class post or other next working day delivery service to the other party's registered office (if a corporate entity) or last known address (in any other case); or
- b) sent by email to Our account executive that You normally deal with (in respect of notices sent by You to Us) or to You or Your nominated individual (in respect of notices sent by Us to You).

Any notice shall be deemed to have been received:

- a) if delivered by hand, on signature of a delivery receipt; or
- b) if sent by prepaid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, "business hours" means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

27. DURATION

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

28. TERMINATION

You or We may terminate this Agreement by giving thirty (30) days' notice in writing. This Agreement shall automatically terminate on the date that any policies arranged by Us for You are terminated or are not renewed such that there are no such active policies.

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

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

- is in material, or repeated, breach of this Agreement, and if such breach is capable of remedy does not rectify such breach within thirty (30) days of receipt of written notice of it;
- in the event, or suspicion, of fraud, non-disclosure, misrepresentation, or dishonesty (including acting in contravention of the Bribery Act or similar legislation);
- immediately, without notice, should either party become the subject of voluntary or involuntary liquidation or administration proceedings or (if applicable) become the subject of an action in bankruptcy or make or propose any composition with creditors or otherwise acknowledge its insolvency, suspend its activities or upon a resolution being passed or an order made for its winding up.

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

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

Where a policy or policies is cancelled (if permitted in accordance with its terms), We will deduct a proportion of the commission element from any return premium provided by the insurer(s) as reasonably necessary to sufficiently cover our costs.

If after termination of this Agreement You still require services from Us, these will be subject to a new written Agreement and We reserve the right to make an additional charge for these services, however there is no obligation on Us to agree to perform such services.

Nothing in this section will affect Your ability to terminate Your insurance in accordance with the terms of Your agreement with the terms of the policy, or (if you are a consumer) Your right to cancel without giving any reason and without penalty within 14 days from the conclusion of the contract (or, if later, receipt of the terms and conditions).

29. MISCELLANEOUS

Liability

References in this Agreement to a party's liability (for the avoidance of doubt, including any exclusion or limitation of liability) shall include all forms of liability whether in contract or in tort, in negligence, for breach of statutory duty or otherwise.

Agreement applicable to Affiliates

You agree to and accept this Agreement on Your own behalf and on behalf of each of Your Affiliates. You will procure that each of Your Affiliates will act on the basis that they are a party to and bound by these terms. All references in these terms to "You" (and derivatives of it) will mean You and each of Your Affiliates.

For the purposes of this Agreement "Affiliates" means, in relation to a company, its subsidiaries and subsidiary undertakings and any holding company it may have and all other subsidiaries and subsidiary undertakings of any such holding company (as such terms are defined in the Companies Act 2006). As it applies to You, "Affiliate" shall also include your partners, co-venturer's and/or other co-insureds to whom We or any of Our Affiliates may assume a responsibility as a consequence of the provision of services.

Instructions

We will assume that We are entitled to take instructions from any partner, officer (such as director or secretary), committee member, trustee (as appropriate), or senior employee unless You inform us, in writing, that We may not do so.

Force Majeure

If the performance of any part of this Agreement by any party is prevented, restricted or delayed by reason of any cause beyond the reasonable control of that party (including (without limitation) fire, flood and other Act of God, industrial action including strike and lock out, riots, war, armed conflict, trade sanctions, contamination, disease and epidemic, interruption or failure of a utility service, failure of computer or other machinery, and change in law or regulatory requirements) the party so affected shall, upon giving written notice to the other party or parties, be excused from such performance to the extent of such prevention, restriction or delay, provided that the affected party shall use commercially reasonable endeavours to avoid or remove such causes of non-performance or to find an alternative manner or means of performance and shall continue performance as soon as reasonably practicable after such causes are removed. Upon such circumstances arising, the parties shall discuss what, if any, modifications of the terms of this Agreement may be required in order to arrive at an equitable solution.

Transferred Business

When We are appointed to service insurance policies midway through the period of insurance and which policies were originally arranged via another party, We shall not be liable during the remainder of the unexpired policy term for any loss arising from any errors or omissions in the placement or terms of your insurance cover.

The preceding paragraph will not apply if We have confirmed to You that We have been given sufficient information and time in order to review the existing insurance policy(ies) and discuss any necessary action with You.

Risk Management Services

Brunel Professions Ltd may offer risk management services. Brunel Professions Ltd are under no obligation to provide risk management services except as explicitly agreed with Brunel Professions Ltd. Where risk management services are agreed Brunel Professions Ltd may arrange for these to be provided by other firms on behalf of Brunel Professions Ltd or

supply the services. Where Brunel Professions Ltd supplies or arranges for the provision of risk management services, Brunel Professions Ltd shall not be construed as owing any greater duty than the use of reasonable skill and care in accordance with the normal standards of its profession.

Contract Review Services

Brunel Professions Ltd may offer contractual review services. Brunel Professions Ltd are under no obligation to provide contractual review services except as explicitly agreed with Brunel Professions Ltd. Where contractual review services are agreed Brunel Professions Ltd may arrange for these to be provided by other firms on behalf of Brunel Professions Ltd or supply the services. It is understood that Brunel Professions Ltd are not lawyers and are not offering legal services. Contract review services seek to identify and suggest remediation to potential problems in the wording of the contract in relation to the operation of professional indemnity insurance and its response to claims based on the contract. Contract review services are not intended to advise on any other subject matter. It is acknowledged that there is a lack of legal case law and guidance in this area, and that the providers of contracts are constantly amending wordings and practice. Any advice given is reliant on current interpretation and/or individual interpretation. As such it may not be possible to identify every issue, or the law may change and create issues where none were perceived previously. Remedial action is not the responsibility of Brunel Professions Ltd, and it is acknowledged that the commercial context of the contract may dictate no remediation, or compromise rather than full remediation. Where Brunel Professions Ltd supplies or arranges for the provision of contract review services, Brunel Professions Ltd shall not be construed as owing any greater duty than the use of reasonable skill and care in accordance with the normal standards of its profession.

Minimum Policy wording

Where Professional Indemnity insurance for a particular profession is subject to a minimum policy wording or minimum insurance terms, there is no obligation for Us to present quotations or arrange cover over and above the minimum policy wording or minimum insurance terms unless You have specifically asked us in writing to do this.

Paperless Environment

Brunel Professions Ltd operate a paperless environment, and information is therefore retained in electronic form. No originals or hardcopy of any paperwork will be retained.