



**CUFFE &
COMPANY**
(INSURANCE) LTD.

Terms of Business Agreement

Intermediary Sub-Broking Agreement authorising sub-broking activities in the non-life insurance sector

Commencement Date: _____

An Agreement governing the conduct of Insurance Business between:

(1) **Cuffe & Company (Insurance) Ltd.**, a private company limited by shares and registered in Ireland under company registration number 68472, whose registered office is at 10 King's Terrace, Lower Glanmire Road, Cork, T23 PX45 (hereinafter called "the Wholesale Broker"); and

(2) _____, a _____ registered in Ireland under company registration number _____, whose registered office is at _____ (hereinafter called "the Retail Broker").

(collectively the "Parties" and each of them a "Party")

Background

- A. *The Wholesale Broker is regulated by the Central Bank of Ireland and distributes insurance policies to customers through certain insurance intermediaries in the broker channel.*
- B. *The Retail Broker is regulated by the Central Bank of Ireland as an insurance intermediary.*
- C. *The Wholesale Broker has agreed to appoint the Retail Broker to fulfil the sub-broking role contemplated by this Agreement and for this purpose grants to the Retail Broker the authority described in this Agreement for the distribution of insurance policies.*
- D. *This Agreement documents the extent of the authority granted and documents the related rights and obligations of the Parties that arise therefrom.*

NOW in consideration of the mutual covenants, conditions, agreements, warranties and payments hereafter set forth and provided for IT IS HEREBY COVENANTED AND AGREED by and between the parties hereto as follows.

1. Interpretation

1.1 Definitions

In this Agreement (including in the Background above):

"Agreement"

means this Agreement and, if any, its schedules, appendices and annexes, as amended or added from time to time in writing by the Parties;

"Applicable Law"

means all laws, regulations, instruments, handbooks, codes, guidelines, guidance notes or similar instruments that are legally binding and not discretionary and that are applicable to insurance products and policies and to their production, distribution, marketing and sale as contemplated by this Agreement;

"Business Day"

means a day (other than a Saturday or Sunday or public holiday) on which banks are generally open for business in Ireland;

"Claims Data"

means any information shared between the Parties relating to a claim on an insurance policy and any claims records, claims estimates or reserves;

"Client"

means a client of the Retail Broker;

"Client Data"

means personal data of Clients, including contact details and details of client-specific insurance policies, which is processed by either Party (or through their control) as a result of the introduction or placing by the Retail Broker of the data subject's business pursuant to the authority granted by this Agreement and which, if disclosed, would allow a suitably regulated recipient to provide Services to the Client;

"Commencement Date"

means the date identified as such on the cover page of this Agreement or, in the absence of such identification, the date of this Agreement;

"Commission"

means commission receivable by the Retail Broker which shall be at the rates and times (if any) set out in the commission arrangements agreed between the Parties;

"Confidential Information"

means such information concerning the business, affairs, Claims Data, Clients or suppliers of the other Party, which may come within its knowledge pursuant to this Agreement;

"Consumer Protection Regulations"

means the Central Bank (Supervision and Enforcement) Act 2013 (Section 48) (Consumer Protection) Regulations, as amended from time to time;

"Data Protection Legislation"

means the General Data Protection Regulation (GDPR — Regulation (EU) 2016/679), the Data

Protection Act 2018 and all regulations made thereunder, and any guidance issued by the Data Protection Commission in Ireland;

"Good Industry Practice"

means in relation to the performance of any activity or service to which this standard is applied, the exercise of the reasonable skill, diligence, prudence and foresight reasonably to be expected from a skilled and competent intermediary and/or producer (as the case may be) holding itself out as having the competence, expertise and resources necessary for the proper performance of that activity or service complying with all Applicable Law;

"Insurance Business"

means the marketing, introduction, placement, administration and servicing of non-life insurance products and policies as contemplated by this Agreement;

"Insurance Legislation"

means all legislation, directives, statutes and regulations governing the provision, regulation and administration of non-life insurance products, including, without limitation, the Insurance Acts 1909 to 2018, the European Communities (Non-Life Insurance) Framework Regulations 1994 (S.I. 359 of 1994), the European Union (Insurance and Reinsurance) Regulations 2015 (S.I. 485 of 2015), as amended, the Central Bank Acts 1942 to 2015 and the European Union (Insurance Distribution) Regulations 2018;

"Parties"

means the Wholesale Broker and the Retail Broker and "Party" means either of them as the context allows;

"Property"

means all certificates, discs, books, proposal and other forms, product/policy and renewal documents, cover notes, prospectuses, advertising material, show cards, books, stationery, official documents, computer software and materials of every other description furnished by or through the Wholesale Broker for use by the Retail Broker under the authority granted by this Agreement;

"Services"

means the marketing, introduction and sale of non-life insurance products under insurance policies to Clients and to consumers generally;

"Term" means the term commencing on the Commencement Date and enduring until this Agreement is terminated in accordance with its terms;

"Territory"

means Ireland.

1.2 Construction

In this Agreement, unless the contrary intention is stated:

1.2.1 Words importing the singular include the plural and vice versa, words importing the masculine include the feminine and vice versa, and words importing persons include corporations.

1.2.2 References in this Agreement to any statutory provision shall be deemed also to refer to any statutory modification, re-enactment, consolidation or substitution thereof or to any statutory instrument, order or regulation made consequent thereon.

1.2.3 References to this Agreement or any other agreement or document contained herein shall be deemed to refer to such agreement or document as the same may be amended or supplemented or substituted from time to time.

1.2.4 Headings used in this Agreement are for ease of reference only and shall not affect the construction or the interpretation of any provision hereof.

1.2.5 "Including" means comprising, but not by way of limitation to any class, list or category.

2. Grant of Authority

2.1 Authority Granted to Retail Broker

2.1.1 The Wholesale Broker hereby appoints the Retail Broker to fulfil the intermediary sub-broking role contemplated by this Agreement and for this purpose hereby grants to the Retail Broker the authority described in this Agreement for the Term.

2.1.2 The Wholesale Broker hereby authorises the Retail Broker to do the following:

- (a) To market and introduce insurance policies to customers in accordance with the terms of this Agreement;
- (b) As agent of the Wholesale Broker, to collect premiums from customers and handle funds/rebates relating to insurance policies strictly in accordance with all relevant laws and with this Agreement (Clause 2.3 below contains further details of this authority);
- (c) To issue policies and documentation relating to the insurance policies to customers strictly in accordance with all relevant laws and with this Agreement (Clause 2.4 below contains further details of this authority).

2.2 Restrictions on Authority of Retail Broker

2.2.1 The Retail Broker shall not, unless expressly authorised by the Wholesale Broker in writing to so do (and then only strictly in accordance with the terms of that authority):

- (a) Bind the Wholesale Broker by any statement, written or oral, including (without limitation) making any representation or giving any warranties to any party on behalf of the Wholesale Broker;
- (b) Amend, vary, supplement or waive any terms, rates or premiums or conditions of any insurance policy or of any accompanying Wholesale Broker forms;

- (c) Give credit on the Wholesale Broker's behalf;
- (d) Negotiate or settle any claim, admit liability or agree quantum in relation to any such claim under any insurance policy;
- (e) Endorse cheques, money orders, drafts, postal orders or other negotiable instruments made payable to the Wholesale Broker;
- (f) Transfer or assign any authority granted under this Agreement;
- (g) Enter into any sub-broker or wholesaling arrangement in respect of any of the products or services authorised by this Agreement.

2.3 Authority to Handle Premiums and Funds

Further to Clause 2.1.2(b) above:

2.3.1 The Retail Broker in a capacity as agent for the Wholesale Broker is authorised to collect and accept all new, additional and renewal premiums in connection with any insurance policy.

2.3.2 All premium payments collected by the Retail Broker are held in trust.

2.3.3 All premium handling shall be carried out in accordance with the Central Bank of Ireland's Consumer Protection Code and with all other Applicable Law.

2.3.4 The Retail Broker shall ensure the proper use of the client premium account, the proper flows of money in and out of the client premium account and the monthly reconciliation of same.

2.3.5 The Retail Broker shall adhere to the terms of credit agreed with the Wholesale Broker.

2.4 Authority to Issue Documentation

Further to Clause 2.1.2(c) above:

2.4.1 The Retail Broker is authorised to issue each policyholder with all documentation evidencing or relating to cover, including signed policy documents, any schedules attached thereto, associated renewal notices, and other documents and endorsements, provided that all such documents are in a form approved by the Wholesale Broker.

2.4.2 Where insurance policies relate to the provision or renewal of motor insurance, all policies and documents, including but not limited to original certificates, discs, schedules, notices, endorsements and receipts will be provided by the Retail Broker to the customer in accordance with all Applicable Law. The Retail Broker will comply with any reasonable procedures communicated to it in writing by the Wholesale Broker from time to time that relate to such documentation. All policies in respect of which premiums charged to the customer have not been paid or policies not been taken up or renewed or policies cancelled shall be retained by the Retail Broker and the Wholesale Broker shall be immediately notified.

3. Obligations of the Wholesale Broker

3.1 Payment of Commission

3.1.1 Commission shall be payable to the Retail Broker in accordance with the commission arrangements in place between the Retail Broker and the Wholesale Broker as at the date of this Agreement.

3.1.2 Commission rates may be amended by the Wholesale Broker at any time provided a minimum of 30 days' written notice is given.

3.1.3 Commission is due only on settlement of a premium to the Wholesale Broker.

3.1.4 The Retail Broker shall refund to the Wholesale Broker any commission paid in respect of any premium or part premium returned to the policyholder by the Wholesale Broker.

3.2 Supply of Documents, Information and Assistance

3.2.1 The Wholesale Broker shall supply the Retail Broker with such information and documents relating to the insurer, the Wholesale Broker and the insurance policies as will enable the Retail Broker properly to carry out its obligations under this Agreement and to its customers.

3.2.2 The Wholesale Broker shall deal with any reasonable requests or enquiries from the Retail Broker relating to the insurance policies promptly and use all reasonable endeavours fully to support the Retail Broker in the conduct of its business for the purposes of fulfilling its obligations under this Agreement.

3.2.3 The Wholesale Broker shall deal with any proposals, correspondence or claims submitted to it by the Retail Broker promptly and shall communicate its decision on any proposal or claim to the Retail Broker as soon as reasonably practicable after such decision has been made.

3.3 Cascading Risk Transfer

3.3.1 The Wholesale Broker authorises the Retail Broker to act as the Wholesale Broker's agent for the purposes of receiving premiums from the Insureds and settling refunds provided that the Retail Broker is authorised to transact the subject of business by the Central Bank of Ireland and authorised by them to hold client money in accordance with their rules. Risk Transfer has been agreed with each of the Wholesale Broker's capacity providers.

4. Relationships with Clients

4.1 Primacy of Client Relationship with Retail Broker

4.1.1 The Wholesale Broker will recognise and take cognisance of the special relationship existing between the Retail Broker and its Clients and will not do any act which will interfere with or damage the relationship existing between the Retail Broker and its Clients. The Wholesale Broker acknowledges that the Clients are clients of the Retail Broker and that those Clients do not become shared clients or Wholesale Broker clients by virtue of the operation of this Agreement.

4.1.2 The Wholesale Broker, recognising the special relationship between the Retail Broker and its Clients, will endeavour to do all within its power to promote and maintain that relationship.

4.2 Direct Marketing and Cross-Selling

4.2.1 The Wholesale Broker will not direct market Clients without the consent of the Retail Broker.

4.2.2 The Wholesale Broker will not itself or through a third party sell or cross sell to the Clients any product normally available in the broker market without the consent of the Retail Broker (such products to include inter alia life insurance, pensions, savings and investments, mortgages, health insurance, general insurance).

4.2.3 The Wholesale Broker will not disclose any Client Data or information of the Retail Broker to sales employees of the Wholesale Broker for direct or indirect sales or marketing purposes or for any purpose to other retail intermediaries.

5. Relationship between Parties

5.1 This Agreement shall not operate so as to create a partnership or joint venture of any kind between the Parties hereto or constitute, save as expressly provided otherwise, either Party as an agent of the other.

6. Obligations of the Retail Broker

6.1 Hold Harmless

6.1.1 The Retail Broker shall indemnify and keep indemnified and hold harmless the Wholesale Broker from and against any loss, damage, costs, expenses (including legal and professional fees) or other liabilities (including regulatory fines, penalties or sanctions), however arising, whether direct or indirect and whether in contract or tort or otherwise, arising from any failure by the Retail Broker to pay any insurance premiums received from the insured on the Wholesale Broker's behalf to the Wholesale Broker within the credit period.

6.2 Compliance

In relation to the dealings to which this Agreement applies, each Party shall:

6.2.1 Obtain and maintain all licences, permits, authorisations, registrations and approvals which are necessary for the performance of its own obligations hereunder;

6.2.2 At all times observe and comply with all Applicable Law, including all Insurance Legislation relevant to it and including the provisions of the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 to 2021, in the performance of its obligations and duties under this Agreement in its capacity as either an insurance intermediary and/or, if applicable, a product producer operating in the Territory;

6.2.3 Hold and maintain in force professional indemnity cover on such terms and for such amounts as shall be required by Applicable Law from time to time.

6.3 Reliance

6.3.1 In relation to the dealings to which this Agreement applies, each Party relies on the other's good faith and on its reasonable skill and care.

6.3.2 Each Party in the performance of this Agreement shall at all times act in accordance with Good

Industry Practice.

6.4 Assistance

6.4.1 In relation to the dealings to which this Agreement applies, each Party shall assist the other Party to comply with its obligations under all Applicable Law.

6.5 Staffing

6.5.1 In relation to the dealings to which this Agreement applies, each Party shall be responsible for providing properly trained and competent staff to perform their respective duties and obligations under this Agreement.

6.6 Data Protection

6.6.1 The Parties acknowledge and agree that where a Party processes Personal Data under or in connection with this Agreement it alone determines the purposes and means of such processing as a Controller.

6.6.2 In respect of the Personal Data a Party processes under or in connection with this Agreement, the Party:

- (a) Shall comply at all times with its obligations under the Data Protection Legislation;
- (b) Shall notify the other Party without undue delay after, and in any event within 24 hours of, becoming aware of a Personal Data Breach; and
- (c) Shall assist and co-operate fully with the other Party to enable the other Party to comply with their obligations under Data Protection Legislation, including but not limited to in respect of keeping Personal Data secure, dealing with Personal Data Breaches, complying with the rights of Data Subjects and carrying out data protection impact assessments.

6.6.3 The Parties shall work together to ensure that each of them is able to process the Personal Data it processes under or in connection with this Agreement for the purposes contemplated by this Agreement lawfully, fairly and in a transparent manner and in compliance with the Data Protection Legislation. This shall include but not be limited to entering into such other written agreements as may be required from time to time to enable each Party to comply with the Data Protection Legislation.

6.6.4 For the purposes of this Clause 6.6:

- (a) **"Controller"** means the person which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;
- (b) **"Data Subject"** means the identified or identifiable natural living person to whom the Personal Data relates;
- (c) **"Personal Data"** means any information relating to the Data Subject; and

- (d) **"Personal Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

6.7 Confidentiality

6.7.1 Each Party to this Agreement shall observe during the course of this Agreement and thereafter strict confidentiality with regards to any Confidential Information. This Clause shall not apply to:

- (a) Communications between the Parties and their respective professional advisers;
- (b) Information which has come into the public domain otherwise than by reason of the default of the relevant Party or its advisers;
- (c) Any disclosure of Client Data or Claims Data that is required for the purpose of placement by or through the Parties of insurance business;
- (d) Any disclosure that has been approved by the Party, whose Confidential Information it is, in advance in writing;
- (e) Disclosures necessary in order to comply with relevant statutory requirements or Applicable Law or in response to a requirement of any regulatory or other governmental authority, or court having jurisdiction over the disclosing Party;

provided that any such information disclosed pursuant to the preceding sub-clause shall be disclosed only to the extent required by applicable statutory or regulatory requirements and (unless such consultation is prohibited by Applicable Law) only after consultation with the non-disclosing Party to the extent that it is practicable for such consultation to take place.

6.8 Extension of Confidentiality Obligation

6.8.1 Each Party shall inform any officer, employee, agent, contractor or any other professional adviser to whom it provides Confidential Information that such information is confidential and shall instruct them to keep it confidential and not to disclose it to any third party. The disclosing Party shall be responsible for any breach of this sub-clause by the person to whom the information is disclosed.

6.9 Complaints Concerning Other Party

6.9.1 Each Party will promptly notify the other Party in writing of any complaint received concerning the other Party.

6.10 Intellectual Property

6.10.1 A Party shall not use the name, logo, marketing device or other trade-mark licensed to or owned by the other Party (or owned by any party for whom the other Party acts on behalf of or whom the other Party represents) without the express permission of that other Party, nor shall any intellectual property rights in the same or otherwise be transferred as a result of this Agreement. All intellectual property rights in a Party's Property or in a third party's Property remain with, and vest in, that Party.

6.11 Events Affecting the Notifying Party

The relevant Party shall notify the other of the following as soon as reasonably practicable:

6.11.1 Of any change in the business address, telephone or e-mail addresses or other contact details of the Party;

6.11.2 If the authorisation required to perform this Agreement as an insurance undertaking or insurance intermediary, as applicable, ceases or is revoked within the Territory or notice is received of an intention to remove them from the relevant statutory register;

6.11.3 If the Party enters into liquidation (or, being an individual, is adjudicated bankrupt or, being a partnership, is dissolved) or enters into a composition or arrangement with its creditors or has a receiver appointed over all or part of its assets or has an examiner appointed;

6.11.4 If the Party is withdrawing from a market sector in the Territory;

6.11.5 If the Party is in breach of any of its obligations under any provision of this Agreement or becomes aware of any breach by it of any Applicable Law;

6.11.6 If the Party or any owner, director, partner, manager or employee of the Party is sanctioned as the result of disciplinary action instituted by any relevant competent regulatory or governmental authority or is charged or convicted of any criminal offence imputing dishonesty.

6.12 Sub-Contracting and Assignment

6.12.1 Neither Party shall sub-contract, transfer, or delegate any of its duties or obligations under this Agreement or any part thereof without the prior written consent of the other Party.

6.12.2 Neither Party shall transfer or assign any of its rights under this Agreement to any third party without the prior written consent of the Wholesale Broker (which consent shall not be unreasonably withheld).

6.13 Change of Control

6.13.1 Either Party shall notify the other Party of any change in the ownership, partners, directors or control of the notifying Party or any change in its capital structure or any substantial change in the management team of the notifying Party.

6.14 Professional Indemnity Insurance

6.14.1 The Retail Broker shall hold and maintain in force with an approved insurer, professional indemnity cover on such terms and for such amounts as shall be required by the Wholesale Broker from time to time and at a minimum to those levels and in such amounts as required by the Central Bank of Ireland.

6.14.2 The Retail Broker undertakes at each anniversary date of inception of its professional indemnity insurance to advise the Wholesale Broker that professional indemnity cover to the required level has been renewed and to provide evidence of such renewal.

6.14.3 The Retail Broker shall notify the Wholesale Broker of the lapse, expiry, cancellation, non-renewal or withdrawal for any reason of the Retail Broker's professional indemnity insurance.

6.15 Anti-Bribery and Anti-Corruption

6.15.1 Neither Party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any laws and regulations against bribery (including, without prejudice to the generality of the foregoing, the Irish Criminal Justice (Corruption Offences) Act 2018).

6.15.2 The Parties shall maintain on an ongoing basis appropriate systems, procedures and controls designed to prevent any breach of anti-bribery and anti-corruption laws.

6.16 Financial Sanctions and Embargoes

6.16.1 Each Party shall pay due regard to, and co-operate in respect of the observance of, any applicable financial crime and international economic, financial or trade sanctions laws and regulations.

6.16.2 Neither Party shall take any action which facilitates the evasion of taxes anywhere in the world or which is contrary to any related financial crime laws and regulations.

6.17 Anti-Money Laundering

6.17.1 Each Party shall comply with the provisions of the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 to 2021 and any related regulations or guidance issued by the Central Bank of Ireland.

6.17.2 Each Party shall maintain appropriate systems, procedures and controls for the identification and verification of customers and the reporting of suspicious transactions to the relevant authorities.

7. Termination of Agreement

7.1 Right of Termination

7.1.1 Either Party shall be entitled to terminate this Agreement forthwith upon written notice in the event of the happening of any of the following:

- (a) The other Party is in breach of a material term of this Agreement and that breach, where remediable, has not been remedied within twenty-five (25) Business Days of receipt of written notice from the other Party requiring the breach to be remedied;
- (b) The other Party or its directors (or those who were directors at any time during the currency of this Agreement) are convicted of a serious criminal offence and a continued business relationship between the Parties would result in the other Party being brought into disrepute; or
- (c) The other Party's authorisation, which is necessary for the conduct of its business under this Agreement, is revoked, or the other Party otherwise ceases to be authorised to conduct the business of an insurance intermediary in Ireland.

7.1.2 Either Party may terminate this Agreement forthwith upon the happening of the following:

- (a) If either Party is requested or instructed by any relevant competent regulatory or governmental authority in writing to terminate this Agreement or to withdraw or not act upon the rights or obligations

granted hereunder.

7.1.3 The Wholesale Broker cannot terminate this Agreement for reason of non-production and the Wholesale Broker cannot require the Retail Broker to introduce a specified level of business.

7.2 Effect of Termination

7.2.1 It shall be a consequence of termination that:

- (a) The Retail Broker shall immediately cease to be authorised to act under the terms of this Agreement;
- (b) Commission and fees earned by the Retail Broker under any commission arrangements up to the effective date of termination shall (notwithstanding termination) be immediately paid by the Wholesale Broker to the Retail Broker; and
- (c) Any renewal of the policy after termination of this agency agreement will not give rise to any entitlement of commission.

7.2.2 Upon termination of this Agreement the credit terms as outlined herein are inoperative and all monies due to the Wholesale Broker at that time must be paid immediately.

8. Access to Records

8.1 The Retail Broker will retain any of the records created or held by it in its capacity as agent of the Wholesale Broker under the Agreement for such time as is appropriate and in line with Data Protection Regulations and for a minimum of six years.

8.2 The Retail Broker agrees to allow the Wholesale Broker, on reasonable written notice, to inspect and to take copies of the following:

- (a) The accounting records pertinent to any Insurance Business including information relating to the receipt and payment of premiums and claims and documentation created under this Agreement such as any insurance contract or slip endorsements, addenda or bordereaux in the possession of the Retail Broker relating to the Insurance Business; and
- (b) Documents as may be in the possession of the Retail Broker which were disclosed to the Wholesale Broker by the Retail Broker in respect of any Insurance Business including, but not limited to, documentation relating to the proposal for the Insurance Business, the placing thereof (including endorsements and reinstatements) and any claims thereunder.

8.3 On termination of this Agreement for whatever reason and on reasonable written notice the Retail Broker will deliver up to the Wholesale Broker such documentation if requested.

9. Dispute Resolution

9.1 The Parties shall use all reasonable endeavours to settle amicably any concerns, issues or disputes that arise under this Agreement or the performance or non-performance of any obligations hereunder. This settlement endeavour shall include the Parties liaising with the representative body of either Party if requested by either Party.

9.2 If, within 30 Business Days of the matter in dispute being raised, the dispute is not resolved then the Parties will attempt in good faith to settle the dispute by mediation, as defined and prescribed by the Mediation Act 2017.

9.3 If a dispute is not resolved by mediation or if either Party refuses to participate in the mediation procedure, such dispute shall be referred to arbitration of a single arbitrator. The final decision of who will act as arbitrator must be mutually agreed upon between the Parties or, failing such agreement within 10 Business Days of the first suggestion for arbitrator, either Party may request the President or a Deputy President for the time being of the Law Society of Ireland to appoint a person as arbitrator. Every such submission to arbitration shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 2010.

10. Miscellaneous Provisions

10.1 Force Majeure

10.1.1 Neither Party shall be liable for any breach of its obligations under this Agreement resulting from an event or circumstance beyond its reasonable control (a "Force Majeure Event"). Such events may include or be a consequence of, without limitation, cyber-attacks on the postal or money transmission systems, industrial disputes, pandemics, volcanic activity or ash, weather systems, flooding, destruction of property, international trade disputes, etc.

10.1.2 The Party affected by the Force Majeure Event shall:

- (a) Notify the other Party in writing as soon as reasonably possible upon becoming aware of the Force Majeure Event affecting the liability of the Party giving notice to perform any of its obligations under this Agreement, such notice to contain details of the circumstances giving rise to the Force Majeure Event and its anticipated consequences;
- (b) Promptly provide the other Party with any further information as is reasonably requested about the Force Majeure Event or its anticipated consequences;
- (c) Take all reasonable steps to resume performance as soon as is practicable;
- (d) Not be excluded from performance of any of its obligations unaffected by the Force Majeure Event.

10.2 Notices

10.2.1 Any notice required to be given to the other Party shall be deemed properly given when delivered at the time of delivery, when sent by post forty-eight hours from the time of posting, when delivered by

email at the time the email leaves the IT system of the sender. In the event of service by email, a copy of said notice shall in all cases be sent by post to the address given or such other address as may be notified from time to time.

10.3 Entire Agreement

10.3.1 This Agreement constitutes the entire Agreement and understanding of the Parties and supersedes any previous Agreement or representations between the Parties as same relate to the subject matter of this Agreement.

10.4 Variation

10.4.1 This Agreement may be amended, superseded, terminated or any of its terms and conditions waived only by written instrument signed by or on behalf of both Parties.

10.4.2 In the event of a change in law or regulation which affects any of the Party's obligations under this Agreement, the Parties will co-operate in good faith to agree any necessary amendment(s) or variation(s) to the Agreement.

10.5 No Waiver

10.5.1 A delay in exercising or failure to exercise a right or remedy under or in connection with this Agreement will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy.

10.5.2 A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the Party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

10.6 Severance

10.6.1 If any term of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this Agreement and this will not affect the remainder of this Agreement which will continue in full force and effect.

10.7 Counterparts

10.7.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered by one or more of the Parties to this Agreement is an original, but all the counterparts together constitute the same document provided that this Agreement shall not be effective until each Party has executed and delivered to the other at least one counterpart.

10.8 Governing Law and Jurisdiction

10.8.1 This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the law of Ireland.

10.8.2 The Parties submit in all disputes to the exclusive jurisdiction of the Irish Courts.

Execution

For and on behalf of **Cuffe & Company (Insurance) Ltd.** (Wholesale Broker):

Signed: _____

Name: _____

Title(s): _____

Date: _____

For and on behalf of _____ (Retail Broker):

Signed: _____

Name: _____

Title(s): _____

Date: _____