

Howden Employee Benefits

Corporate
Client
Agreement

1. Introduction

This **Agreement** is between **you** and **Howden Employee Benefits & Wellbeing Limited** (“we”, “us”, “our”), part of the Howden Group, whose registered office is One Creechurch Place, London, EC3A 5AF. We also trade under the following names:

- CLA Healthcare
- Claims Healthcare Management Services (CHMS)
- Howden
- Havensrock
- RedArc Assured

About us

Howden Employee Benefits & Wellbeing Limited is authorised and regulated by the Financial Conduct Authority (“FCA”). Our FCA firm reference number is 312841. These details can be checked on the Financial Services Register by visiting <https://register.fca.org.uk>

Our pension consultancy and non-insured employee benefit services are not subject to FCA regulation.

Basis of agreement

The intention of this Agreement is to establish the basis of our relationship clearly and concisely with you and the services that we will provide in respect of any consultancy services we provide or any insurance or employee benefits contract that we arrange or have arranged on your behalf unless there is a more specific written agreement between us.

HEBW shall be entitled to delegate the performance of all or any of its duties and functions and may subcontract the performance of its duties to a third party (whether or not a member of the Howden Group) providing that, at all times, it retains responsibility for the acts and omissions of the delegate or subcontractor as if its own.

If after receiving this Agreement you instruct us to act on your behalf, we will take this as being your informed consent to you being bound to the terms set out in this Agreement in relation to any services provided to you, by us, on and after that date, and supersedes any previous agreement that may have been sent to you by us or on our behalf.

Please read this Agreement carefully as it contains important information and sets out the terms on which we agree to act for you. We draw your attention specifically to the following sections:

- **Basis of insurance or employee benefit contract selection** – sets out the basis upon which we will act as your agent in relation to obtaining and presenting to you, insurance and employee benefits contract quotations.

- **Duty of Fair Presentation** – sets out your duty to make a fair presentation of the insurance risk.
- **Remuneration** – sets out details of our earnings.
- **Limitation of Liability** – sets out how we limit our liability.

From time to time, it may be necessary for us to amend or supersede these terms by new terms, which will be communicated to you in writing.

Please contact us immediately if there is anything in this Agreement that you do not understand or with which you disagree.

We do not offer advice on tax, legal, accounting, regulatory or sanctions matters, and you should seek separate advice where you consider it necessary in relation to such matters.

Communication

If you communicate with us via electronic means, including e-mail, we shall take this as your consent to receiving all information from us using the same communication method. However, upon your request, we will be happy to provide you with any information we have provided to you, in paper format. All communications between you and us will be in English unless otherwise agreed in writing.

2. Our Services

Consumer Duty:

Meeting the needs of our clients is at the heart of everything we do at Howden Employee Benefits & Wellbeing Limited. We aspire to ensure our customers:

- receive products and services that represent fair prices and quality.
- receive suitable products that have been designed to meet their needs, characteristics and objectives.
- receive good customer service; and
- are equipped with the right information to make effective, timely and properly informed decisions about their products and services.

Policy Stakeholders

Policy stakeholders are people who pay an amount towards a premium that receive a benefit or have a risk covered because of the insurance. Policy stakeholders include members of a group policy arranged by us for you. In relation to policy stakeholders, we will:

- Ensure the products we make available to them provide them with fair value.
- Receive complaints from them and handle them accordingly, and
- Avoid conflicts of interests which may not be in their best interests.

Scope of services

We offer transactional and/or advisory services to our clients in respect of insurance and employee benefit contracts, and where required by them, data analytics. Our focus is in the area of:

- Health, protection, and wellbeing of employees
- Setting up non-investment protection, healthcare, wellbeing, and employee benefit related schemes including, but not limited to, group risk, private medical Insurance, key person, critical illness, dental insurance, cash plans, income protection, business loan protection, partnership, and shareholder protection.
- Administering or assisting in the administration and ongoing management of such schemes.
- Arranging insurance cover with insurers and employee benefits contracts with other providers of such services.
- Advice and services with regard to corporate workplace pension provision (we do not offer pension advice to individuals).
- Consultancy services in respect of employer's provision of employee benefit programmes.

Where we are providing personal advice to individuals, this will fall outside of this Agreement and will fall within the terms of a separate Consumer Agreement that will be provided to the relevant individual(s).

We do not provide a holistic financial planning service, advice on tax mitigation plans nor do we arrange or advise on non-pension related investments. We are not investment managers. Since we do not offer a holistic planning service, you will need to satisfy yourself in respect of protection contracts that the level of cover being arranged meets your requirements.

As an independent insurance and employee benefits intermediary we act as your agent unless we advise you to the contrary. Our role is to advise you in the areas referred to above and to make suitable recommendations after we have assessed your needs. In situations where we are able to arrange insurance for you but do not offer advice, we shall confirm the position to you in writing.

P11D

Howden Employee Benefits & Wellbeing do not offer a P11D service. We will only forward accounts, invoices and insurer provided P11D calculations to enable the employers to calculate their own P11D reports. The responsibility of P11D reporting shall remain the responsibility of the client.

Engage (Zest) Portal Services

Where the Engage (Zest) Portal Service are to be utilised, we have provided you with additional Appendices to this agreement, which sets out the terms and conditions upon which those services will be provided. Our Scope of Service will confirm where you have elected to utilise Engage (Zest) Portal Services.

RedArc

Upon your request, we may refer you to RedArc Assured Limited ("RedArc"), who can provide invaluable support and services to help our corporate clients manage their employees' wellbeing. RedArc is a subsidiary of the Howden Broking Group and, upon being referred, you will be provided with a separate RedArc client agreement for your consideration.

Employee Benefit Schemes

- Under the terms of this Agreement, we are the adviser to you and not your employees.
- If your employees raise a concern with you about a plan provided by you, you should raise those concerns with us if you would like these investigated further.
- If your employees require investment advice, they will need to instruct their own professional advisors.

Ascertaining your requirements

We will discuss with you or your representatives your insurance and employee benefit requirements, including the scope of cover/benefit sought, limits to be sought, cost and any other specific requirements.

Upon receipt of your instructions, whether written or oral, we will endeavour to satisfy your insurance and/or non-insured benefit requirements.

Basis of insurance or employee benefits contract selection

Before commencing negotiations with insurers or employee benefits providers, we look to establish a proper understanding of your requirements. We will advise on appropriate insurances and/or employee benefits services available to meet your requirements and the relative merits of the different policies or contracts available to us. We seek to negotiate and secure competitive quotations for insurance, which provide a level of coverage which, in our opinion, is suitable for you. Where we are unable to meet your requirements, we will advise you.

Our search for insurance or employee benefits contracts to meet your requirements may vary depending on the nature of your requirements and our knowledge and experience of the market, which may mean that we approach:

- a single insurer or employee benefits service provider only; or
- a range of insurers or employee benefit service providers.

Details of the approach we undertake in respect of obtaining insurance quotations for you will be provided in your quote documentation and a list of insurers we select from or deal with in relation to any insurance contract we offer or arrange is available to you on request.

If you have any concerns with any of the insurers or employee benefits service providers chosen by us and presented to you, you must advise us as soon as possible.

Policy documentation and contracts

Our aim is to provide your insurance policy documentation or employee benefits contracts in a timely manner confirming the basis of the cover or service made available and giving details of the insurer(s) or service provider(s). However, for some classes of insurance including private medical, dental, and other healthcare insurance, your policy documentation, schedules, hospital lists, and other important documents may be sent to you directly by the insurer. You should examine any insurance documents or employee benefits contracts we or your insurer send to you very carefully to ensure these meet your requirements.

If you believe these are incorrect, please advise us immediately.

It is important that you keep your insurance documents or employee benefits contracts safe.

Any paper documents that you provide to us will be treated as copy documents. Such documents may ultimately be destroyed by us in accordance with our document retention policy. Please let us know if you require any further information.

Policy Documentation Distribution

If you have a Group Secretary, the Group Secretary will be responsible for ensuring all individuals covered under the policy are provided with information about the policy including a copy of any policy summary or insurance product information document.

3. Insurance Contracts

Group risk schemes and premium payment

Group risk schemes provide employee benefits for life assurance, income protection, and critical illness. These schemes do not have a renewal date but instead have a scheme anniversary date. Scheme rates will be subject to review at expiry of any rate guarantee, but underlying policy terms and conditions will usually remain unaltered. We will liaise with you prior to expiry of any rate guarantee

and seek to obtain from your relevant scheme data for adjustment and scheme market review purposes.

The following sections relating to 'Other insurance policies', 'Automatic Renewal' and 'Non-Automatic Renewal' do not apply to group risk schemes.

Other insurance policies

These will have a renewal date when insurers can change their terms and conditions. In advance of your insurance policy renewal date, we will write to you informing you of the renewal terms and conditions offered by your incumbent insurer. We will also contact you or invite you to contact us in order for us to ensure that we are aware of any changes to your circumstances (including but not limited to changes such as: location, number of employees, business activity, banking information) and insurance requirements.

If we have been unable to contact you, please contact us in advance of renewal, so we can determine whether or not we will be able to undertake a market analysis of other alternative insurance policies which may better meet your demands and needs. We will only be able to undertake a market analysis in advance of your renewal if we are able to make contact with you.

If you do not contact us and we do not have an opportunity to consider any changes to your circumstances and insurance requirements, we will not be in a position to provide you with a recommendation and, should your policy renew with your incumbent insurer, our scope of service to you will be on a non-advised basis.

Automatic renewal

Automatic renewal applies where you have authorised your insurer to collect ongoing premium payments via a direct debit mandate or a credit card. This means your policy will renew automatically and your cover will continue without requiring any further action from you.

The renewal information you receive from your insurer will confirm to you if an automatic payment is in place.

If you do not contact us in advance of your renewal, your existing insurance policy will therefore automatically renew based on the terms and conditions offered to you by your incumbent insurer.

You shall be responsible for ensuring that any direct debit mandates or credit card details held by your insurer are up to date. Failure to do so may lead to the insurer not receiving your premium by the payment due date and your policy may not renew and your underwriting history may be lost.

Non-automatic renewal

Where there is no automatic premium payment in place, you will be responsible for paying the insurance premium directly to the insurer named by us in the relevant payment documentation. To ensure that your policy remains in force with no break in cover, your payment must be received by the insurer before the payment due date.

Failure to meet the payment date may lead to your policy lapsing and your cover ceasing.

Mid-term amendments and adjustments

Any changes to your circumstances that could impact your insurance needs or ability to comply with the terms of your insurance policy must be raised with us promptly and we request that any amendments to the insurance contract be communicated to us in writing. We will then use our best endeavours to get insurers' agreement to these changes and will confirm this back to you, including any additional or return premium attributable to the changes, by way of an addendum or endorsement.

Tax

Unless otherwise stated, all premiums due for payment are inclusive of any Insurance Premium Tax ("IPT") at the rate applicable from time to time chargeable on them.

Other taxes or costs may exist that are not applied through us or imposed by us.

Claims notifications

You should take note of the required procedures in the event of a claim, which will be explained in your insurance policy documentation.

You must give us or the insurer timely notification of a loss, claim or circumstance that may give rise to a claim in accordance with the notification provisions contained in your policy. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. Failure to adhere to the notification requirements particularly with regard to timing requirements may entitle insurers to deny your claim.

You should retain copies of all insurance policies and coverage documents as well as claims reporting instructions, as you may need to report claims after the termination of a policy, perhaps long after its expiry date. It is important, therefore, that you keep your policy documents in a safe place.

Where applicable, we will provide our claims handling services for the period of our appointment. These services can be continued beyond our appointment by mutual agreement. We may charge an additional fee for providing such a service. We will employ due care and skill if we act

on your behalf in respect of a claim. However, we do not have delegated authority to settle claims on behalf of insurers, and all decisions and actions regarding the assessment and settlement of your claim rests with the insurer. Where claims are to be dealt with by you directly with insurers, we will provide you with advice and support as necessary.

You should not incur expenses in relation to a claim until you have agreement from your insurer.

In the event that an insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts.

4. Your Responsibilities

Provisions of instructions, information and completion of any required form

To enable us to fulfil your instructions you must provide us with the information necessary regarding your insurance or employee benefits contracts so that we can understand your requirements. Certain classes of insurance require the completion of a proposal form, questionnaire, or equivalent document. You must complete such documents accurately. Whilst we may give guidance regarding the completion of these documents, we cannot sign these documents for you.

Duty of fair presentation

An insurance contract is one of the utmost good faith.

You owe a legal duty to make a fair presentation of the risk to the insurer. You have a duty to disclose to the insurer every material circumstance which you know or ought to know after a reasonable search or which is sufficient to put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. In addition, you have a duty to disclose information in a clear and accessible manner.

A circumstance is material if it would influence a prudent insurer's judgment in determining whether to underwrite the risk and, if so, on what terms.

Failure to disclose a material circumstance may entitle an insurer to:

- in some circumstances, avoid the policy from inception and in this event any claims under the policy would not be paid.
- impose different terms on your cover; and/or
- proportionately reduce the amount of any claim payable.
- This duty applies:
 - before your cover is placed.
 - when it is renewed; and
 - at any time that it is varied.

Your policy wording may also provide that this duty continues for the duration of the policy.

You should contact us immediately for assistance if you are unsure whether information may be material, or if it comes to your attention that you may have not disclosed full and accurate information.

Check documentation and acceptance of coverage

It is your responsibility to check the documentation we send you, or the insurer or employee benefits provider sends you directly, in relation to each insurance or employee benefits contract and satisfy yourself that it is entirely in accordance with your understanding and instructions. You should advise us promptly of any incorrect points or changes required. Otherwise, we will assume that the documentation and insurance or employee benefits contract satisfy your requirements.

It is important that you keep your insurance documents safe and that you comply with your policy terms and conditions as failure to do so may entitle the insurer to delay or decline a claim under your policy.

Please refer to us if you have any queries.

Payment of insurance premiums

You are required to pay the amount of any insurance premiums directly to the insurer named by us in the relevant payment documentation in cleared funds to ensure that settlement is made on or before the payment date.

Failure to meet the payment date may lead to insurers cancelling your policy, particularly where payment is a condition a policy.

We are under no obligation to pay insurance premiums to insurers on your behalf by the payment date.

Insurance contract conditions and subjectivities

It is important that you are clear and understand all the terms of any insurance contract that we provide to you. It is also important that you treat all conditions seriously and comply strictly with them.

Failure to do so may entitle the insurer to decline a claim under the policy. If you are aware that you are in breach of a condition, you should keep a record of when the breach occurred and when the breach was remedied. You should always remedy a breach as quickly as possible. If the breach is not capable of remedy, you should tell us as soon as possible. If you have any doubts or reservations, you should tell us.

A subjectivity in your insurance contract may lead to the contract being invalidated or coverage prejudiced if the subjectivity remains outstanding. It is very important that you promptly satisfy any subjectivity so that it can be removed.

5. Remuneration

Our usual remuneration is either by way of:

- a fee paid to us by you.
- brokerage (also known as commission) paid to us by insurers or employee benefits providers in respect of the contracts we arrange for you with them; or
- with your agreement, a combination of both.

Commission is a percentage of the premium charged by insurers or the cost of the employee benefits contracts charged by the employee benefits providers in respect of the contracts arranged by us on your behalf and is due and payable to us by the insurers or employee benefits providers.

Where we are to be remunerated by way of a fee, this will be agreed in advance with you before we undertake work on your behalf and confirmed in writing, in respect of the services provided by us. Our fee is payable by you to us within 30 days upon your receipt of our fee invoice.

Brokerage and fees are earned for the insurance policy or employee benefits contract period, and we will be entitled to retain all fees and/or brokerage in respect of the full insurance policy or employee benefits contract period in relation to policies placed or contracts arranged by us, and in respect of agreed services undertaken by us. We are committed to ensuring that our remuneration and payments we may make to third parties are transparent and so, at your request, we will fully disclose our remuneration, including any income additional to the brokerage or fee.

In the case of termination, if the insurer or employee benefits provider requires us to repay any commission earned by us for arranging your policy or contract, we reserve our rights to charge you the reclaimed commission.

Fees

Where our remuneration is fee based:

- We will review our ongoing charges at least annually on the anniversary of the policy commencement date ("Review date").
- We will tell you about any changes to our charges within 40 days of the review date.
- Any revised charges agreed with you will take effect from the date of the most recent Review Date.
- If we need to review our charges at any other time, we will discuss and agree these with you.
- If our fees are unpaid after 30 days of our invoice date, we reserve our right to charge interest from the due

date at the rate of 4% per annum above Barclays Bank plc base rate.

- Where Value Added Tax (“VAT”) applies, unless otherwise stated, our fees are exclusive of any VAT, the rate for which may change.

6. Service Agreements with Insurers or Benefit Providers

Some of the insurers and benefit providers we place business with have entered into service agreements with us. The agreements include the delivery of portfolio analysis and product development services, which are intended to enable them to better understand trends and changes in their target markets.

We are remunerated by the insurers and benefit providers for the services; in some cases, we are paid by a pre agreed amount, in other cases we are paid an amount based on a percentage of total portfolio premium from business with them via us. The agreements do not have any influence on the insurers and benefit providers that we recommend. More information can be made available upon request.

7. Copyright

Unless we expressly agree otherwise in writing, the copyright in the original materials which are generated for you belongs to us, but the charges which you pay for our work permits you to make use of that material for the purposes for which it was created.

8. Conflict of Interests

Circumstances may arise where we may find we have a conflict of interests or otherwise have a material interest in or related to a matter in which we are acting. For example, we may find that the interests of two of the clients, for whom we act, conflict.

We have conflict management procedures, and we seek to avoid conflict of interests but where a conflict is unavoidable, we will explain the position fully and manage the situation in such a way as to avoid prejudice to any party.

The insurance market is complex and there could be other relationships not described here which might create conflict of interests. Whatever the circumstances, we will act in your best interests; and, if a conflict arises for which there is no practicable solution, we will withdraw unless you wish us to continue to act for you and you provide us with your written consent to that effect.

9. Complaints

We strive to do everything to ensure that you receive the best possible service. However, if you wish to make a

complaint about our service you may do so by contacting any of our employees by whatever means is convenient to you. Alternatively, you can direct your complaint to our Nominated Complaints Handlers at the address set out at the beginning of this Agreement or by emailing: ComplaintsHEBW@hyperiongrp.com

We will acknowledge receipt of your complaint in writing within 5 working days and give you our response to your complaint at this time if we can. If we are unable to respond to you within this period of time, we will provide you with our complaint’s procedure, (which is available on our website and on request) as well as further details as to when we will likely be in a position to respond.

In respect of any insurance related services provided to you, if we cannot settle your complaint to your satisfaction, you may be eligible to refer your complaint to the Financial Ombudsman Service (“FOS”).

The FOS is an independent and free to access service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financialombudsman.org.uk or in our complaints procedure which is available on our website or by request.

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.

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.

10. Solvency of Insurers or Benefit Providers

We assess the financial soundness of the proposed insurers we submit to you for consideration for your requirements, using public information including that produced by recognised rating agencies. However, we will not, in any circumstances, act as an insurer nor will we guarantee or otherwise warrant the solvency of any insurer. As a consequence, the suitability of any insurer rests with you. You should discuss with us any concerns you may have about an insurer.

You should be aware that the financial position of an insurer can change once insurance has been placed with them and this may have an effect long after the insurance has expired if there is an outstanding claim with them.

We will use reasonable endeavours to select appropriate non-insured benefits providers. In no circumstances, however, will we guarantee or otherwise warrant the solvency, competency, diligence or other attribute of such providers.

11. 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

12. Anti-Bribery, Sanctions and Financial Crime

Neither party shall be involved in the offering, promising, or giving of any financial or other advantage to any person in breach of any applicable anti-bribery laws (including the Bribery Act 2010).

We shall not provide services under this Agreement with any client that is the subject of any trade and economic Sanctions or embargos adopted and/or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the European Union and its Member States, Her Majesty's Treasury, the United Nations Security Council or other relevant economic Sanctions and embargo control authority across the world (collectively referred to herein as "Sanctions"), nor shall we provide services to any client that is located, organised or resident in a country or territory that is the subject of comprehensive country Sanctions, as may be adopted and enforced from time to time.

If Sanctions apply, your insurers or employee benefits providers may terminate your insurance or employee benefits contract, and, in respect of an insurance policy, may not pay any notified claims. If you become subject to Sanctions after the entry into force of this Agreement, we may have to terminate our relationship, and your insurer may invoke its cancellation rights under your insurance

contract. The parties to this Agreement shall notify each other immediately of any suspicion of exposure to Sanctions.

We are obliged to comply with the UK Money Laundering Regulations 2007 and to conduct reasonable due diligence to protect us and our clients against the risk of financial crime. At the start and throughout our relationship, we may require you to provide evidence to assist us in verifying your identity and/or legitimacy of any transactions we conduct on your behalf. We may also take reasonable steps to verify any payment details you provide to us.

We are obliged to report evidence or suspicion of financial crime to the relevant authorities at the earliest reasonable opportunity and may be prohibited from disclosing any such report to you.

13. Limitation of Liability

The following provisions of this section set out our entire financial liability (including any liability for the acts or omissions of our employees, agents, and sub-contractors) to you (including in respect of any indemnities), in respect of all losses, claims or liabilities arising under or in connection with this Agreement, including Appendices, whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from this Agreement.

Nothing in this Agreement excludes or limits our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.

Nothing in this Agreement excludes or restricts our duty or liability to you under the applicable regulatory regime.

Subject to the clauses above, our total liability to you, shall in the aggregate be limited to £2 million, and we shall not be liable to you for loss of or corruption of data, loss of profit, loss of anticipated savings, loss of business, loss of opportunity, depletion of goodwill, any punitive or exemplary damages or any indirect or consequential loss or damage.

14. Confidentiality and Data Protection

Summary

This is a summary of how we use your information, including where this information contains personal data and/or special categories of personal data such as information related to the physical or mental health of an individual. To the extent that we process personal data in connection with this Agreement, we shall generally do so as a controller in our own right. Further information about

how and why we collect and use personal data can be found in our Privacy Notice, which can be accessed through our website at www.howdengroup.com/uk-en/privacy-data-protectionpolicy or we can provide this to you on request. Our Privacy Notice also explains what rights are available to individuals and how those rights can be enforced.

Your Obligations

Where you provide us with the personal data of individuals, for example your employees, officers, clients, dependents, or other third-party individuals, you shall be responsible for ensuring that you have a lawful basis for sharing this information with us, and that you provide these individuals with a copy of our Privacy Notice.

Our Obligations

We shall comply with applicable Data Protection Law whenever we are processing information that contains personal data, and we have policies and procedures in place to protect and manage that information. We shall treat all such information as confidential, and we shall ensure that personal data is processed lawfully, fairly, transparently and in compliance with Data Protection Law.

Data Sharing

In order to deliver the services described in this Agreement, we may need to disclose your information to a range of third parties for the purposes of obtaining (re)insurance or employee benefit quotations as applicable, arranging, placing or administering cover for you, or providing any other related services. These third parties may include, where applicable, (re)insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies, service providers, industry regulators, anti-fraud organisations, credit reference agencies, premium finance providers, auditors and other third parties involved directly or indirectly in our provision of services to you.

Many of these third parties receive and process personal data as controllers in their own right and are therefore independently responsible for the processing they undertake, but where a third party receives personal data as our processor, we shall ensure that we satisfy the applicable requirements under Data Protection Law. Where we agree to make a third-party platform or portal available to you, we retain responsibility for any personal data collected through that channel.

We may also make your information available to other Howden Group companies who support us in providing our services to you. They may use this information for statistical analysis, business reporting or for external business development purposes for which they may receive remuneration, such as providing market insight to

(re)insurers on a confidential basis. We and they will only disclose personal data to third parties outside of the Howden Group in accordance with Data Protection Law, or in an anonymised and/or aggregated format where necessary to support the purposes stated above.

International Transfers

Where such disclosures necessitate transfers of personal data to third party recipients outside of the UK, we will ensure that personal data is protected as required by Data Protection law. This may include adopting the UK's International Data Transfer Agreement ("IDTA"), or other permitted transfer mechanism, in the event that the third-party recipient is based in a country or jurisdiction that has not received an adequacy decision under Data Protection Law.

Call Monitoring

Please note that telephone calls may be recorded and monitored for training, quality assurance, complaint handling and other internal investigation purposes.

Definitions

"Data Protection Law" means the UK GDPR (which merges the Data Protection Act 2018 and the UK's retained sections of the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"); and any amended or successor legislation to the UK GDPR

References to "Controller", "Processor", "Personal Data", "Processing" and "Special Category Data" shall have the meanings given to them under Data Protection Law.

15. Third Party Rights

Other than where it is contemplated elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under or in connection with it.

16. Jurisdiction and Choice of Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed with the laws of England and Wales. We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

17. 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 terminated in

accordance with Clause 18 (Termination of This Agreement) below.

18. Termination of This Agreement

Either party may terminate this Agreement at any time by providing 90 days' written notice. In the event that our services are terminated by you, we will be entitled to receive any remuneration earned or payable at that date, including by set-off or otherwise.

Remuneration earned or payable to us at that date shall include brokerage due or to become due on further instalments of premium and any further instalments of fees which were to become payable.

This Agreement will terminate immediately if either party:

- commits a material breach of this Agreement; or
- ceases to trade or threatens to cease to trade; or
- becomes insolvent or is subject to any administration, receivership, winding up or similar procedure.

We reserve the right not to continue to provide any services to you, including claims handling, after the date of termination of this Agreement in the absence of a specific written Agreement between us.

For the avoidance of doubt, where you have elected to use the Engage Portal Service, the termination provisions in the Appendix which govern that service shall apply in precedence of this Clause 18.



HOWDEN

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T 0345 646 2373

E employeebenefits@howdengroup.com

howdenbroking.com

Howden Employee Benefits & Wellbeing Limited is part of the Howden Broking Group. Registered in England and Wales under company number 2248238, with its registered office at One Creechurch Place, London EC3A 5AF. Authorised and regulated by the Financial Conduct Authority (Financial Services Register No. 312841).