



GENERAL TERMS OF BUSINESS AGREEMENT FOR OUR REINSURANCE CLIENTS

8 November 2021

INTRODUCTION:

The purpose of this Terms of Business Agreement (“TOBA”) – together with any separate written agreement between you and us – is to set out the terms on which we agree to act for you and to describe the services that will be provided to you as the reinsurance business of Willis Limited (trading as Willis Re) transitions to Arthur J. Gallagher (UK) Limited (trading as Gallagher Re). We set out below in Part One the entities party to this TOBA with a description of the time periods each is a party to the agreement; in Part Two, we set out the services to be offered by each of the parties and the split of these services between Section A – Reinsurance Broking services; Section B – Client Money services; and Section C – General Matters.

You should read this document carefully for, as well as setting out the terms of our relationship, it contains details of the regulatory and statutory responsibilities of Willis Re Limited, Willis Limited and Arthur J. Gallagher (UK) Limited.

Your direction to seek a quotation, bind coverage and/or your payment related to your reinsurance placement will be deemed to be your signed, written agreement to be bound by the provisions of this document. The Parties set out below assume responsibility for servicing your current business, for inviting renewals and/or for servicing your legacy business on the basis set out in this TOBA.

Please contact us if you do not wish to give consent – unless you object we will deem consent to have been granted.

PART ONE: THE PARTIES AND TIMING

The Parties - Status Disclosure and Contact Information

Willis Limited is a company incorporated and registered in England and Wales with company number 181116 whose registered office is at 51 Lime Street, London, EC3M 7DQ. Willis Limited is a Lloyd’s broker and authorised and regulated by the Financial Conduct Authority (“FCA”). Willis Limited’s permitted business is arranging general insurance contracts, which includes reinsurance contracts. Its FCA registration number is 310186.

Arthur J. Gallagher (UK) Limited (trading as Gallagher Re) is a company incorporated and registered in England and Wales with company number 01193013 whose registered office is at The Walbrook Building, 25 Walbrook, London, EC4N 8AW. Arthur J. Gallagher (UK) Limited is a (re)insurance intermediary, risk management and consulting firm authorised and regulated by the FCA. Its FCA firm reference number is 312919. Arthur J. Gallagher (UK) Limited is permitted by the FCA to act as a general insurance intermediary, to arrange credit and collect payments.

Willis Re Limited is a company incorporated and registered in England and Wales with company number 13448881 whose registered office is at 51 Lime Street, London, EC3M 7DQ and is over separate time periods and as set out in the section entitled **Timing of Arrangements** an appointed representative initially of Willis Limited and then of Arthur J. Gallagher (UK) Limited. The Willis Re Limited FCA firm reference number is 955213.

You can check the parties' details by visiting the FCA's website (www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768 (+44 20 7066 1000 from overseas).

Timing of Arrangements

The transition of services will be effected over the following key stages:

- (i) **Step One - Pre-Completion**, in which Willis Re Limited, an appointed representative of Willis Limited, will be your reinsurance broker responsible for providing the services in Section A of Part Two, and Willis Limited will be responsible for client money services in Section B of Part Two;
- (ii) **Step Two - Completion and the initial period thereafter**, in which Willis Re Limited, an appointed representative of Arthur J. Gallagher (UK) Limited, will be your reinsurance broker responsible for providing the services in Section A of Part Two, and Willis Limited will be responsible for client money services in Section B of Part Two;
- (iii) **Step Three – the appointed representative arrangement ends**, and Arthur J. Gallagher (UK) Limited will be your reinsurance broker responsible for providing the services in Section A of Part Two, and Willis Limited will be responsible for client money services in Section B of Part Two; and
- (iv) **Step Four**, in which Arthur J. Gallagher (UK) Limited will be your reinsurance broker responsible for providing the services in Section A of Part Two and also responsible for client money services in Section B of Part Two. For Step Four, this TOBA will no longer be in place and you will be issued with an Arthur J. Gallagher (UK) Limited TOBA prior to Step Four.

This document takes effect from 8 November 2021 or whenever it is received (whichever is the later) and supersedes any terms of business agreement that may have been previously sent to you by us.

The **Step One** period will operate from the time when this document takes effect (see above) until such time as Willis Limited notifies you that the sale of Willis Re Limited is complete and **Step Two** above has commenced. The **Step Two** period will then run until the end of the appointed representative arrangement at which point **Step Three** will begin. Arthur J. Gallagher (UK) Limited will notify you of the commencement of **Step Four**, at which point it will assume responsibility for client money from Willis Limited and this TOBA will be replaced by the appropriate Arthur J. Gallagher (UK) Limited TOBA.

Part Two of this document sets out the services you will receive and the terms that apply in relation to reinsurance broking services (Section A), client money services (Section B), and general matters (Section C),

Where your business is operated through an incorporated company, trust, limited liability partnership or partnership, we are entitled to assume that the recipient of this agreement has obtained authorisation or is entitled to consent to these terms on your behalf.

If you are a company or other body corporate, unless otherwise expressly agreed, you agree to and accept the terms of this agreement on your own behalf and on behalf of each of your group companies (where those group companies are receiving the benefit of our services). You will ensure that each of your group companies will act on the basis that it is a party to and bound by the agreement. All references in this agreement to "you" and "your" mean you and each of your group companies.

If you have instructed another reinsurance broker to deal with the above parties on your behalf, we will assume unless told otherwise that the broker has full authority to agree the terms of this agreement with us and to deal with us on your behalf as your agent in relation to all matters covered by this agreement.

You should contact any of the above parties if there is anything in this document which you do not understand or with which you disagree.

PART TWO – TERMS OF BUSINESS AND SERVICES OFFERED

SECTION A – REINSURANCE BROKING SERVICES

Interpretation of Section A

In this Section A, references to “we”, “us” and “our” mean:

- (a) in **Step One – Pre-Completion**, Willis Re Limited (as an appointed representative of Willis Limited);
- (b) in **Step Two – Completion and the initial period thereafter**, Willis Re Limited (as an appointed representative of Arthur J. Gallagher (UK) Limited);
- (c) in **Step Three**, Arthur J. Gallagher (UK) Limited;
- (d) in **Step Four**, Arthur J. Gallagher (UK) Limited.

Our Role

We offer transactional and/or advisory services for your reinsurance requirements over a wide range of reinsurance products.

We are committed to acting in your best interests at all times in providing services to you. As a reinsurance intermediary, we normally act for you and we recommend and arrange reinsurance with one or more reinsurers, selected from a limited range of reinsurers, according to the nature of the product required. However, we sometimes act as agent of reinsurers in relation to the coverage proposed, or reinsurers may have outsourced to us certain work related to the administration of your contract. We will disclose to you where we act as agent of reinsurers or provide services to reinsurers when providing you with information on the coverage proposed.

Generally, we act as agent of reinsurers when reinsurers have granted us a binding authority, or similar arrangement, which enables us to accept business on their behalf and immediately provide coverage for a risk. Further, we may arrange lineslips, which enable a reinsurer to bind business for itself and other reinsurers and we may manage these lineslips for such reinsurers. We may place your reinsurance business under a binding authority, lineslip or similar facility where we reasonably consider these match your reinsurance requirements/instructions. We shall inform you whenever we bind your reinsurance risk under a facility.

We do not offer advice in relation to tax, accounting, regulatory or legal matters (including sanctions) and you and your client where applicable should take separate advice as you consider necessary regarding such matters.

Negotiation and Placing

We will discuss with you or your representatives your reinsurance requirements, including the scope of cover sought, limits to be sought and cost. Upon receipt of your instructions, whether written or oral, we will endeavour to satisfy your reinsurance requirements.

We will provide you with information about the reinsurance cover we recommend to you to enable you to decide whether to accept the reinsurance cover available. We will advise on market structures available to meet your demands and needs and, where appropriate, the relative merits of a single reinsurer or a multiple reinsurer placement. As your reinsurance intermediary, we will answer any questions you may have on the proposed cover, its benefits, placement structure, restrictions, exclusions and conditions. You will be responsible for reviewing information on the reinsurance coverage recommended to you. If the coverage and terms do not accord with your instructions, you should advise us immediately. We shall automatically provide you with details of all the reinsurer quotations we recommend.

During the course of the placement of your reinsurance we will endeavour to keep you informed of the progress of our negotiations and identify any inability to obtain the coverage sought by you. We will use reasonable endeavours to implement your reinsurance programme, subject to available reinsurers, before the intended date of inception, renewal or extension of cover (whichever is appropriate).

You are responsible for reviewing the documentation we send you confirming that you have coverage with reinsurers to ensure that it is in accordance with your instructions. If you have any questions about the coverage, limits or other terms and conditions, or concerns that we have not implemented your instructions correctly, please contact us immediately.

Further, you should review the reinsurance premium payment terms we advise to you. All premium payment terms must be met on time or your reinsurers may have the right to effect a notice of cancellation for non-payment of premium. We shall also advise of any charges additional to the reinsurance premium.

We will forward any contract documents, if applicable, and any amendments or endorsements to your contract as soon as reasonably practicable.

Reinsurers

In finding a reinsurance solution that meets your demands and needs, we may either conduct a market analysis of potential reinsurers, or we may only consider a specific product from a single reinsurer, or products from a panel of reinsurers. We may also place your reinsurance using alternative access to reinsurers.

We use publicly available information, including information produced by credit rating agencies, to identify reinsurers with whom we will consider placing your business. We do not guarantee the financial status of any reinsurer. You may require us to use a reinsurer that we would not ordinarily recommend due to their credit rating. In the event of a reinsurer experiencing financial difficulties, you may still have a liability to pay any outstanding premium and we are not responsible for any shortfall in amounts due to you in respect of any claims.

Claims

We will provide our claims handling services for the period of our appointment. Claims handling services can be provided after termination or expiry of our appointment only if we separately agree (in writing) that we will continue handling claims. Our agreement to continue handling claims after the period of our appointment may be subject to your agreement to pay an additional fee. Our claims handling services include, upon receiving the required information from you, the notification of the claim or circumstances to reinsurers, the communication of reports and correspondence in connection with the claim between appropriate parties and arranging the collection and/or settlement of the claim in accordance with market practice and the terms and conditions of your contract. Our claim handling services will not be provided in the event that claims are to be dealt with by you with reinsurers directly; however, we will provide you with advice and support as necessary. We may use third party claims handling services.

Where we collect claims payments these will be remitted to you as quickly as possible. However, we will not remit claims monies to you before we have received them from reinsurers. Although we will be responsible for providing claims handling services, during Steps One, Two and Three claims payments will be collected and remitted by Willis Limited.

We advise that we may be granted authority by reinsurers, for example under a binding authority, managing general agency or a lineslip agreement, to settle claims on your reinsurance. We settle such claims made within the terms and conditions of the authority granted and your contract. It is our policy to refer claims to reinsurers for settlement decision where we are not able to settle the claim on a 100% basis. Further, if there is a conflict of interest we shall manage it in accordance with our conflicts policy – see **Conflicts of Interest** below.

It is generally the case that claims may become unenforceable by way of legal proceedings (or in some jurisdictions, completely extinguished) if they are not pursued by legal proceedings commenced within the relevant limitation period applying to your claim in the jurisdiction in question. As we are not lawyers, we do not advise on the legal implications of a failure to collect and we will not commence legal proceedings or enter into standstill/tolling agreements in order to suspend the application of relevant limitation periods on your behalf. On these issues we recommend you take your own legal advice. It therefore remains your responsibility to monitor the position on limitation periods applying to your claims and to commence legal proceedings in relation to your claims where this is necessary.

Therefore, please carefully consider any claims reporting instructions we provide to you because failure to report a claim in a proper and timely manner may jeopardise coverage of the claim. In addition, you should retain copies of all reinsurance contracts and coverage documents as well as claims reporting instructions, as you may need to report claims after the termination of a contract, perhaps long after its expiry date. It is important, therefore, that you keep your contract documents in a safe place.

We reserve the right to charge an additional or separate fee (based on the nature of the work and duration and agreed with you in advance) to negotiate a large or complex claim on your behalf.

Additional Services

If requested, available and appropriate we may agree to provide you with a number of additional services which fall outside our core service provision. Such services, whether or not they are listed in any separate client service agreement, may be subject to the agreement of additional remuneration.

Placement-Specific Market-Derived Income

We or other of our group companies have contracts with various reinsurers under which we provide certain services, such as those under binding authorities, managing general agency and lineslip arrangements (for example, providing statements of the business accepted and the issuance of certificates of reinsurance cover).

We may also provide reinsurance broking services for reinsurers. We may also enter into service agreements with certain reinsurers in order to assist the development of reinsurance products for our clients.

Under these arrangements we may be paid by the reinsurers for the services we provide to them in addition to any fees or commissions we may receive from you for placing your reinsurance cover.

Contingent Compensation

We may accept certain forms of contingent compensation in relation to insurance, but not treaty reinsurance, placements in locations where they are legally permissible, and meet standards and controls to address conflicts of interest. The terms of placement of your treaty reinsurance should not be affected.

Your Obligations

You are required to make a fair presentation of the risk to a reinsurer which discloses every material circumstance which you know or ought to know relating to the risk to be reinsured. This includes information known by your senior management and those responsible for arranging your reinsurance as well as information which would reasonably have been revealed by a reasonable search of information available to you.

A circumstance is material if it would influence the judgment of a prudent reinsurer in determining whether to provide reinsurance for the risk and, if so, on what terms. Disclosure must be reasonably clear and accessible to a prudent reinsurer. Material representations of fact must be substantially correct and material representations of expectation/belief must be made in good faith. Failure to comply with the duty of fair presentation could mean that your policy of reinsurance is void or that reinsurers are not liable to pay all or part of your claim(s).

The above duty of disclosure is the applicable duty under the laws of England, Wales, Scotland and Northern Ireland. You may have different obligations if your policy of reinsurance is subject to a different law. As a minimum, we expect you to disclose your information in accordance with the duty set out above.

For certain types of reinsurance covers you may be required to complete and sign a proposal form or questionnaire. Take care to ensure that the information you provide is complete and accurate. Note that if you are aware of anything that you feel may be material to the proposed policy of reinsurance you should disclose it, even if there does not appear to be a question on the proposal form or questionnaire that covers the particular point. If you are in any doubt as to whether information is material, you should disclose it.

Choice of Reinsurers

If you have any concerns with any reinsurers chosen for your reinsurance requirements you must advise us as soon as possible.

Your Reinsurance Contract

You will receive written terms and conditions of any reinsurance policy we arrange for you. Please check these documents and advise us as soon as reasonably practicable if the terms of the cover arranged are not in accordance with your requirements. Please pay special attention to the claims notification provisions and to any warranties and conditions (including as to the payment of premium) as any failure to comply with these terms may invalidate your cover.

Change in circumstances

You must advise us as soon as reasonably practicable of any changes in your circumstances that may affect the services to be provided by us or the cover provided under your reinsurance contract.

SECTION B – CLIENT MONEY SERVICES

Interpretation of Section B

In this Section B, references to “we”, “us” and “our” mean:

- (a) in **Steps One to Three** - Willis Limited;
- (b) in **Step Four** - Arthur J. Gallagher (UK) Limited

Services and Disclosure

“**Client Money**” is any money that we handle in connection with the provision of services to you under these terms of business, including money that we receive and hold on your behalf. We will treat all Client Money in accordance with the FCA’s rules that seek to protect Client Money in the event of our failure (“**Client Money Rules**”).

We do not pay premium to reinsurers on your behalf until we have received it from you, nor will we pay claims or other monies due to you before they have been received from reinsurers (or other relevant third parties). However, in the event that we make any payment on your behalf or make any payment to you prior to our being in receipt of relevant funds from either yourself, reinsurers or other third parties, we shall be entitled, without prejudice to any other remedy available, to recover that amount by way of deducting that sum from any amount due to you, whether on the reinsurance upon which we have made payment to you or on your behalf, or on any other reinsurance we handle for you.

Cash Accounts. We will treat any cash balances held by us for you in accordance with the Client Money Rules. This means that such monies are ring-fenced, held separately from our own money, and cannot be used for any purpose other than holding it on your behalf in the course of the provision of services to you. We will hold such cash in a client bank account with a bank approved by an appropriate regulatory authority (an “**Approved Bank**”) which will be a non-statutory trust account as defined in the Client Money Rules. Where such an account is maintained outside the United Kingdom, the legal and regulatory regime applying to the Approved Bank maintaining the account may well be different from that of the United Kingdom and in the event of the failure of the Approved Bank, Client Money held by such an Approved Bank may be treated in a different manner from that which would apply as if it were held by an Approved Bank in the United Kingdom. You may notify us if you do not wish your money to be held in a particular jurisdiction.

Intermediaries. Client Money may be transferred to another person or entity in the United Kingdom (such as another reinsurance intermediary) for the purposes of carrying out a transaction for you.

Foreign Intermediaries. Client Money may be passed to another reinsurance intermediary located outside the United Kingdom, and the legal and regulatory regime applying to that Client Money so held may well be different from that of the United Kingdom. In the event of the failure of the reinsurance intermediary, Client Money may be treated differently than if the money were held by a reinsurance intermediary in the United Kingdom. You may notify us if you do not wish your money to be passed on to an intermediary in a particular jurisdiction.

Interest. We will not pay you interest, nor account to you for profits earned on Client Money.

Investments. We may invest cash held in the client bank account in accordance with the Client Money Rules. If we do this we will be responsible for meeting any shortfall in the value of the investments held at the time of realising such investments.

Reinsurers' monies. On some occasions we will receive the premiums you pay to us as agent for the reinsurers. This will be the case where we place your reinsurance under a binding authority or where the reinsurer has agreed that payment of monies to us is payment to the reinsurer. This means that, in effect, premium has been paid to the reinsurer as soon as it is received by us. So, if (for any reason) we do not pay those monies to the reinsurer, you cannot be obliged to pay again. Such money will be held within the client bank account in accordance with the Client Money Rules.

Where we receive monies as agent for a reinsurer you should note that from the moment monies are received we are only able to transfer the money to the order of the reinsurer. Therefore, upon receipt we are not able to return such monies to you or to transfer such monies on to another party without the express consent of the reinsurer on whose behalf we have received monies.

SECTION C – GENERAL MATTERS

Interpretation of Section C

In this Section C, references to “we”, “us” and “our” mean

- (a) in **Step One – Pre-Completion** - Willis Re Limited (as an appointed representative of Willis Limited) and Willis Limited;
- (b) in **Step Two – Completion and the initial period thereafter** - Willis Re Limited (as an appointed representative of Arthur J. Gallagher (UK) Limited) and Willis Limited;
- (c) in **Step Three** - Arthur J. Gallagher (UK) Limited and Willis Limited;
- (d) in **Step Four** - Arthur J. Gallagher (UK) Limited.

Meaning of “reinsurance” and “reinsurers”

In this document “reinsurance” includes “insurance” and “reinsurers” includes “insurers”.

Our Remuneration

Our remuneration for the services we provide you will be either brokerage, which is a percentage of the reinsurance premium paid by you and allowed to us by the reinsurer with whom your reinsurance contract is placed, or a fee as agreed with you. If appropriate, and with your consent, we may receive a fee and brokerage. In addition to this, we may charge administration charges, in addition to any reinsurance premiums, for administration of your policy, including amending and cancelling any policy. Payment for our services may be a combination of such brokerage, fees, and administration charges. We do not intend to apply any commission value to the taxation element of any reinsurance premium.

Details of any fees/charges, whether applicable under brokerage or fees or administration charges, together with details of services to which these relate and the basis on which these are made, will be declared to you in advance of them being incurred so that you are able to make an informed decision. Where we are not able to provide an actual fee/charge, we will provide you with the basis of calculation of any fee/charge.

Brokerage and fees are ordinarily earned for the period of the contract at inception, and unless otherwise agreed with you in writing, we will retain all fees and brokerage in respect of the full period of the contract in relation to contracts placed by us including in circumstances where your reinsurance contract has been terminated and your reinsurers have returned prorated net premium. Consistent with long-established market practice, brokerage and other commissions will be deducted from the premium once received.

We shall disclose the form of compensation we will earn before reinsurance is purchased.

It may, at times, be appropriate (and for your benefit) for us to use other parties such as wholesale brokers, excess and surplus lines brokers, underwriting managers, managing general agents or reinsurance intermediaries. These parties may also earn and retain commissions for their role in providing products and services for you. If any such parties are our group companies, we will disclose the form of compensation they will earn before (re)insurance is purchased.

In the ordinary course of business we may also receive interest on client and reinsurer monies from the date we receive the funds until we settle to those due to receive them. We confirm that we shall retain that interest rather than pay it to you or the reinsurer (as the case may be).

If you decide to terminate our appointment in relation to policies we have placed on your behalf and where, (i) the policy or policies have not expired, and (ii) premium is due on the policy or those policies, we are entitled to any brokerage/commission originally due on the policy or policies and you will ensure the broker subsequently appointed to administrate the policy or policies agrees and accepts to collect the brokerage/commission and remit to us in good time.

Electronic Communications

We may communicate with each other, and with other parties with whom we need to communicate in order to provide services to you, by electronic mail, sometimes attaching further electronic data. By engaging in this method of communication we and you accept the inherent risks (including the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices).

Notwithstanding that we have reasonable virus checking procedures on each of our systems, you will be responsible for virus checking all electronic communications sent to you. You will also be responsible for checking that messages received are complete. In the event of a dispute, none of us will challenge the legal evidential standing of an electronic document and our systems shall be deemed the definitive record of electronic communications and documentation.

You should also be aware that our systems' security devices may block certain file extensions, including but not limited to: .rar, .text, .vbs, .mpeg, .mp3, .cmd, .cpl, .wav, .exe, .bat, .scr, .mpq, .avi, .com, .pif, .wma, .mpa, and .mpg. Emails attaching such files will not get through to us and no message will be sent to tell you they have been blocked.

Provision of Information and Intellectual Property

"Intellectual Property" – shall mean any data, patent, copyright, database right, moral right, design right, registered design, trade mark, service mark, domain name, metatag, know-how, methodologies,

concepts, technique, report, utility model, unregistered design or, where relevant, any application for any such right, or other industrial or intellectual property right subsisting anywhere in the world.

The ownership of the Intellectual Property of you or us (where created before the date of this Agreement) is unchanged by this Agreement.

Whilst you shall retain ownership of all physical (re)insurance contract documents, slips and any other documents created by us in the performance of the Services ("**Placing Documents**"), ownership of all Intellectual Property Rights in any Placing Documents shall vest in and remain, during Steps One and Two, with Willis Re Limited and thereafter with Arthur J. Gallagher (UK) Limited. We hereby grant you a non-exclusive, perpetual, royalty-free licence to use and reproduce the Placing Documents for your own internal business purposes.

All activities undertaken by us as outlined in this document are provided by us for your exclusive use and all data, recommendations, proposals, reports and other information provided by us in connection with our services are for your sole use. You agree not to permit access by any third party to this information without our express written permission. We reserve our right to take action to protect proprietary information.

You shall not refer to us or include any of our work product or any summaries or extracts thereof in any shareholder communication or in any offering document or memorandum, prospectus or other offering materials (or fairness opinion provided by your professional advisers) prepared in connection with any offer, solicitation, promotion or invitation for the sale or purchase of, or an invitation, solicitation or promotion of any offer to acquire securities, whether public or private, unless otherwise agreed in writing.

Payment of Premium

You will provide settlement with cleared funds of all monies due in accordance with the payment date(s) specified in our debit note or other relevant payment documentation ("Payment Date"). Failure to meet the Payment Date may lead to reinsurers cancelling your contract, particularly where payment is a condition or warranty of a contract. It is imperative that you meet all payment dates. We are under no obligation to pay premium to reinsurers on your behalf. For the avoidance of doubt, during Steps One to Three such settlement shall be made to Willis Limited as the party responsible for your Client Money.

Confidentiality

During the course of this agreement we shall both provide the other with information (other than personal information) and each party will treat information received from the other relating to this Agreement as confidential and will not disclose it to any other person not entitled to receive such information except as may be necessary to fulfil their respective obligations in relation to this agreement and except as may be required by applicable law or regulatory authority. For the avoidance of doubt, and always observing the requirement to ensure your information is held in a confidential manner, we shall be entitled to disclose such information relating to you (where necessary) to perform our obligations under this agreement, to insurers or reinsurers, actuaries, auditors, professional agents, advisers or other parties that we may require in order to provide our service to you. This section will not apply to information which was rightfully in the possession of a party prior to this agreement or which is already public knowledge/ becomes so at a future date (otherwise than as a result of a breach of this section) or which is trivial or obvious.

You agree that we may use your company name and logo in marketing materials and for internal use.

Data Protection

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide reinsurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer/s. The Privacy Notice/s can be found as follows: For Arthur J. Gallagher (UK) Limited and (for Step Two) Willis Re Limited at <https://www.ajg.com/gallagherre/privacy-notice/>, and for Willis Limited and (for Step One) Willis Re Limited at www.willistowerswatson.com. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

You will provide us with reasonable assistance, upon request, in dealing with any requests, inquiries or complaints that we receive from data subjects and/or data protection authorities in relation to any personal data processed under this Agreement.

For the avoidance of doubt, you agree that we may:

- (i) use any information you provide to us to create anonymised industry or sector-wide statistics which may be shared with third parties, on the condition that unless we have obtained your consent, information confidential to you will not be revealed other than on an anonymised basis;
- (ii) share information concerning your reinsurance arrangement with reinsurers or their agents where this is necessary to enable reinsurers to decide whether to participate in reinsuring your risk or to participate in any arrangement made by us or our group companies whereby participating reinsurers agree to reinsure (wholly or partly) a portfolio of risks without necessarily making underwriting decisions on a case by case basis for individual risks within such portfolio (remuneration that we receive for administering such arrangements is referred to in the "Placement Specific Market-Derived Income" section below); and
- (iii) collect and use your risk, loss, reserve and claims data in the creation, marketing and commercial exploitation of loss databases, analytical or statistical reports, models and tools, and (re)insurance and capital markets products (any of which may or may not be used in the Services provided to you or in services provided to third parties).

Ethical Business Practice

We do not tolerate unethical behaviour either in our own activities or in those with whom we seek to do business. We will comply with all applicable laws, rules, regulations and accounting standards. In particular, we comply with the requirements of the Modern Slavery Act 2015.

You will not instruct us to provide services which would cause us, nor use our services in any way, to violate applicable laws including without limitation bribery, anti-corruption, money laundering sanctions, or data protection laws.

Anti-bribery, Corruption and Financial Crime

You agree that you will ensure that at all times you comply with all laws, statutes and regulations that apply to you relating to anti-bribery and corruption, including the UK Bribery Act 2010 and (if it applies to you or any of your group companies) the US Foreign and Corrupt Practices Act 1977. Accordingly, if you accept gifts or hospitality offered to you by us or any of our group of companies, we will deem the acceptance to be in accordance with any gifts and hospitality policy or policies you may have.

Please be aware that we are required to obtain adequate "Know Your Client" information about you. In order to prevent bribery, corruption, fraud or other financial crime, we may take further steps, including notification to the relevant authorities, carrying out status and credit checks using credit reference agencies, and other screening background checking as appropriate. We may request details of your ultimate beneficial owners, controllers (for example members of the board) and subsidiaries, to confirm that you are not listed on any sanctions or other watch list. If you become aware that you are owned or controlled by an entity listed on any sanctions or other watch list, you should inform us.

Policies may include clauses on financial and trade sanctions, anti-money laundering and export controls (Sanctions). How you comply with Sanctions is specific to your business. We are unable in any circumstances to give advice on the applicability of Sanctions regimes and/or clauses either to you or to insurers nor can we guarantee or otherwise warrant the position of any reinsurer under existing or future Sanctions regimes. As a consequence, you are reminded that applicable Sanctions remain a matter for you and you should take such legal advice as you deem appropriate in this regard.

To comply with financial crime or Sanctions requirements, we may be prohibited from providing broking or risk consulting services, including placement and claims handling services. We may be required to take actions such as freezing the funds in which parties subject to Sanctions have an interest, or may make regulatory notifications or licence applications as required or appropriate in accordance with Sanctions. Your insurers and other third parties we deal with, such as financial institutions, may also apply their own policies or restrictions.

You acknowledge and agree that we reserve the right to take steps to comply with financial crime or Sanctions (and we will not be liable to you for this or for similar steps taken by third parties).

You should advise us of all of the countries connected to the reinsurance you require. We reserve the right not to perform obligations under this agreement to the extent that this would be in breach of applicable financial crime laws and/or regulations, contrary to our commercial risk appetite or where performance would be impracticable including because of bank policies restricting the processing of premiums, claims funds or fees related to such countries or related parties.

Please be aware that Arthur J Gallagher (UK) Limited and, from Step Two onwards, Willis Re Limited are generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran - including because of significant difficulties in processing payments and other commercial and reputational considerations.

The applicability of Export Control legislation to certain transactions may differ on the basis of a number of complex factors and our obligations may be different from yours depending on the nature of the reinsurance, structure of the product and place of incorporation of the insured or geographical cover provided. The nature of risks insured may also have a bearing on our position and the position of other parties within the market. We cannot provide you with legal advice however we advise that where we are required to make licence applications or notifications or undertake any other activity as a matter of law we will comply with applicable law.

Conflicts of Interest

Circumstances may arise where we have a conflict of interest between us (including our managers, employees or agents) or another of our group companies and you, or between you and another of our clients. We always aim to treat you fairly and avoid conflicts of interest. We never deliberately put ourselves in a position where our interests, or our duty to another party, prevent us from discharging our duty to you.

We have conflict management procedures and we seek to avoid conflicts of interest 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.

We may arrange reinsurance for you through another company in our which acts on behalf of one or more reinsurers. In arranging a reinsurance solution that meets your demands and needs, we will ensure that our duty to you does not conflict with the duties that our group company owes to the reinsurers that it represents.

We may act as agent of a reinsurer under a delegated underwriting authority and/or delegated claims settlement authority. In these instances, where we act as your agent for your reinsurance needs we will always act in your best interests when arranging your policy.

As part of paying your claim, your reinsurer may require us to deduct the value of sums due (such as premiums) before sending the balance of any claims payment to you.

The reinsurance market is complex and there could be other relationships not described here which might create conflicts of interest. 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 provide us with your written consent to that effect.

Use of Premium Finance Companies

You may also choose to use a premium finance company or other service provider in connection with the reinsurance we place for you or the services we provide. If we receive any remuneration from any such service provider by reason of your use of their service, we will disclose to you the amount of that remuneration before you make a final decision to use that service provider.

Electronic Trading Facilities

For some markets and some types of risk, electronic trading facilities are available for both the placing and administration (including claims handling) of cover placed on your behalf. Generally speaking, for us to use such facilities, we are obliged to agree the terms and conditions required by the electronic facility provider, as are all users of the system. Agreement by us of such terms will also bind any client on whose behalf we are acting when using such a facility. It is sometimes the case that such terms and conditions alter the usual legal position as to ownership and permitted usage of information and documents submitted to or generated by the facility. Please speak to your account executive for further information as to whether any such electronic facilities are used on your behalf in placing or administering your business.

Complaints

Should you have any cause for complaint about our services please raise the matter in the first instance with the person who handles your account. Alternatively, you may contact the Compliance Officer of any of Willis Re Limited, Willis Limited or Arthur J. Gallagher (UK) Limited, during the periods specified in Part One of this TOBA, and using the contact details set out.

If you are not happy with the response to your complaint and are an eligible complainant you may have the right to refer your complaint for adjudication to the Financial Ombudsman Services, Exchange Tower, Harbour Exchange Square London E14 9SR; telephone 0800 023 4567 (from landlines), 0300 123 9123 (from mobiles), and +44 20 7964 1000 (when calling from abroad); website www.financial-ombudsman.org.uk.

You may be entitled to compensation from the Financial Services Compensation Scheme (“FSCS”) should the parties be unable to meet their obligations. Details of the circumstances in which you can make a claim – and instructions on how to do so – can be found on the FSCS website: www.fscs.org.uk.

Termination

Without prejudice to any rights that have accrued under this agreement or any other rights or remedies, our services may be terminated either by us or you upon the giving of one month’s notice in writing to the others or as otherwise agreed.

If our appointment as your broker is terminated or not renewed, we reserve the right to charge an additional or separate fee, agreed with you in advance, for any ongoing services performed from the date on which our appointment terminates. The terms of this agreement will continue to apply in relation to those ongoing services.

Notwithstanding anything else contained in this agreement, we are not required to act for you, or to continue to act for you, if we reasonably consider that to do so would put us in breach of, or would expose us or our affiliates to fines, penalties or sanctions under any laws, regulations or professional rules. In such circumstances, we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Amendments

You agree that we have a right to amend this document by sending you either a notice of amendment in writing or a revised TOBA. Any amendment will apply with immediate effect in relation to any new reinsurance placement and, in respect of any services provided by us in relation to existing placements, on or after the tenth business day following notice of the amendment being sent to you, or at such later date as the notice may specify.

Entire Agreement

This agreement replaces any terms of business agreement that we may have previously agreed with you. If you already have a separate terms of business agreement or service level agreement in place with Arthur J. Gallagher UK, any existing or new business transacted between us arising from such existing relationships shall remain subject to that agreement and any business transacted with us that arises from your prior relationship with Willis Limited shall be subject to this agreement.

Third Party Rights

Unless otherwise agreed between us in writing, no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999, except by companies in the same group as any of Willis Re Limited, Willis Limited and Arthur J. Gallagher (UK) Limited.

Currency Conversion

We may have to convert funds to another currency in order to settle amounts due to (re)insurers. If a repayment of funds is due to you or is requested by you after the currency is converted, then any such payment will be made in the currency to which the funds have been converted. Any shortfall arising from exchange differences remains your liability. If you pay a premium in a different currency or to a bank account in a different currency from that requested, we may, at our discretion, either return the funds to you or convert the money to the required currency. In the latter case, the converted funds will be applied against the amount due with any shortfall arising from exchange differences remaining your liability.

Right of Set-off

If you are a business, we may at any time, without notice to you, set off any liability of yours to us against any liability of us to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement.

If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by us of our rights under this clause will not limit or affect any other rights or remedies available to us under this agreement or otherwise.

Severability

The invalidity, illegality or unenforceability of any of the provisions of this agreement will not affect the validity, legality or enforceability of the remaining provisions in this agreement.

Notices

If notice is given to us under or in connection with this agreement, except as expressly provided in this agreement, it must be in writing and sent to our registered addresses. We are entitled to give you a notice under or in connection with this agreement at your registered address (if a company or limited liability partnership) or at your last known address (in any other case).

Unexpected Acts or Events

No party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In that event, the affected party will notify the others as soon as reasonably practicable.

Transfer of this Agreement

No party can transfer their rights nor obligations under this agreement in whole or in part to anyone else, except that:

- a) Willis Re Limited, Arthur J. Gallagher UK and Willis Limited may transfer all or some of its rights and/or obligations to one or more other members of their respective groups of companies; and
- b) subject to a) above, no party may transfer all or some of its rights and/or obligations to someone else without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

Governing Law and Jurisdiction

The law of England and Wales will apply to this agreement.

The parties irrevocably agree that the courts of England and Wales will have the necessary jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

Date: 8 November 2021

