

TERMS OF BUSINESS AGREEMENT

XS Direct

XS DIRECT INSURANCE BROKERS LIMITED
TERMS OF BUSINESS AGREEMENT

This Agreement commences on the 16th September 2019 between

- (1) XS Direct Insurance Brokers Limited (Company Number 442321) whose registered office is at 1 Merrion Place, Dublin 2, Ireland (hereinafter XS Direct)

And

- (2) Goggin Insurances (Broker name) (502981 Company number) whose registered office is at 8/9 Lower Dorset Street, Dublin 1 (hereinafter The Intermediary).

BACKGROUND

- (A) XS Direct provides insurance administration services and is empowered to issue cover in respect of specific risks as instructed by You acting as an Agency for the proposer / Policyholder of insurance
- (B) The Intermediary is an insurance intermediary authorised and regulated by the Central Bank of Ireland, registration number C1443
- (C) This Agreement applies to Motor Insurance.
- (D) The terms of this Agreement shall apply to the conduct of any insurance business transacted between The Intermediary and XS Direct.
- (E) This Agreement only permits The Intermediary to place specific risks (currently motor vehicle risks only, unless otherwise agreed in future between Us and You) where the risk is domiciled in the Republic of Ireland unless otherwise agreed between Us and You.
- (F) You shall not issue any policy for any period greater than 12 months plus odd time, not exceeding 1 day greater than 12 months.

1. DEFINITIONS AND INTERPRETATIONS

1.1. In this agreement the following terms shall have the following meanings unless the context otherwise requires: -

"Agreement": means this agreement and includes the schedules, annexes, documents and all other attachments referred to in this agreement.

"Business Day" shall be read as referring to Monday to Friday, excluding Bank Holidays in the Republic of Ireland.

"CBI" means the Central Bank of Ireland.

"Data Protection Law" means the Data Protection Acts 1988 to 2018 as amended, updated, supplemented, repealed or replaced from time to time and includes the EU General Data Protection Regulation 2016/679 ("GDPR"); and any other applicable personal information laws including any EU Member State laws enacted in conjunction with the GDPR.

IPT Insurance Premium Tax in accordance with applicable Legislation.

"Underwriters" shall be read as referring to the Insurer(s) for whom XS Direct provides administration services.

"We/Us/Our/XS Direct" shall be read as referring to XS Direct Insurance Brokers Limited.

- “XS Direct Data” means all personal data (as that term is defined in Data Protection Law) that is processed by The Intermediary or its sub-processors on behalf of XS Direct in the performance of the services and its other obligations under the Agreement.
- “You/Your/The Intermediary/Agency” shall be read as referring to Goggin Insurances.
- “Your Client/The Policyholder” shall be read as referring to the proposer of insurance or The Policyholder.
- “Personal data”, “controller”, “The Intermediary”, “processing” (and “process”), “data subject” and “personal data breach” shall have the meanings given in Data Protection Law.

- 1.2. Any reference in this agreement to “writing” or cognate expressions includes the reference to email, facsimile transmission or comparable means of communication.
- 1.3. Words importing the singular shall include the plural and vice versa and words importing gender include all genders.
- 1.4. Words in this agreement importing individuals shall be treated as importing companies or legal entities and vice versa.
- 1.5. Reference to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
- 1.6. This Terms of Business Agreement supersedes any previous terms of business agreement between the respective parties.

2. SCOPE

- 2.1. This Agreement is strictly conditional upon The Intermediary conducting its business at all times in accordance with current CBI regulatory requirements. At all times The Intermediary will comply with relevant applicable laws, regulations, rules and principles and before soliciting any business, obtain and thereafter maintain in effect any licence or authorisation which it may be required to hold by law.
- 2.2. The Intermediary will at all times perform their obligations under this Agreement in accordance with the highest standard of current practice of an Intermediary carrying out similar business, including the use of appropriately qualified, experienced and trained personnel.
- 2.3. Any change, or likely change to The Intermediary’s regulatory status must be immediately notified to XS Direct, including actual or potential disciplinary action by the CBI.
- 2.4. For the purposes of the Agreement You shall, at all material times, be considered the agent of Your Clients in respect of all insurance advice given, transactions effected and in completing proposal forms or statements of fact.
- 2.5. The Intermediary shall not enter into any sub agency agreements on Our behalf or appoint any sub agent to deal with the insurance business of XS Direct.
- 2.6. In the event of mutual consent not being attained, XS Direct reserves the right to give one month’s written notice of variation to the conditions of the Agreement.

- 2.7. The Intermediary shall immediately advise XS Direct in writing of any changes in the structure, location or domicile of the Agency, Directors, Partners or Sole Trader as applicable.
- 2.8. The Intermediary shall at all times maintain professional indemnity Insurance in line with the minimum coverage outlined by the CBI or as requested by XS Direct.
- 2.9. The Intermediary shall indemnify XS Direct as outlined in clause 24.
- 2.10. The Intermediary is not permitted to specify XS Direct's name or the Underwriters' name for any advertising or promotional purposes, without prior written authorisation from XS Direct.
- 2.11. XS Direct will not under any circumstances guarantee quotations from systems it has not approved.
- 2.12. The Intermediary commits to providing full cooperation to XS Direct in all dealings with Us, including data requests, documentation requests, phone call recordings requests, Client contact details, audits, complaints, non-disclosures and data enrichment enquiries.
- 2.13. XS Direct may at all reasonable times during The Intermediary's business hours inspect, examine, verify and photocopy at the offices of The Intermediary accounts, insurance related documentation, correspondence and other records (including electronic records) relating to any transaction made in the course of this agreement including the application of monies. The Intermediary will, whenever required, give XS Direct's representatives' access to enter any premises used in connection with The Intermediary's business for such purposes.
- 2.14. Premiums and terms & conditions are set by Underwriters and amended from time to time. You must act promptly and strictly in accordance with the instructions contained in Our documentation. XS Direct reserves the right to amend its requirements in relation to payment of the premiums and to withdraw any facility offered from time to time. Any changes will be notified to The Intermediary in writing.
- 2.15. Nothing in this Agreement shall require Us to accept any proposal for insurance or renewal of any existing policy or to maintain cover in respect of any existing cover.
- 2.16. You will supply Us with financial statements whenever We make a reasonable request for them.

3. TERM

This agreement begins on 16th September 2019 and continues in force unless terminated in accordance with Termination of Agency clause 12.

4. POLICY ISSUE AND DOCUMENTATION

- 4.1. The Intermediary is responsible for the proper and accurate preparation of all information submitted, strictly in accordance with the guidelines and approved forms from XS Direct and for the prompt despatch of such documentation, whether using electronic or manual means. The Intermediary shall ensure the information contained within these documents is accurately and fully completed, including telephone numbers, postal addresses and e-mail addresses for The Policyholder. XS Direct expressly reserves the right to refuse any business introduced.
- 4.2. The Intermediary is authorised to issue, bind or confirm cover on behalf of XS Direct in accordance with the terms of this Agreement. You shall not issue cover on any insurance policy more than 30 days in advance of its inception date.
- 4.3. You must present information and proposals/statements of fact where applicable relating to any insurance cover in respect of new business, renewals, amendments and cancellations, within the timescales prescribed to enable Us to comply with the National Vehicle and Driver File ("NVDF") regulations. Failure to provide policy data that leads to Us not complying with

NVDF regulations may result in Section 12 being invoked. If any fine or penalty is imposed on Us or the Underwriters for delays in submissions to the NVDF, We shall seek reimbursement from You where the delay was caused by You.

- 4.4. The Intermediary will supply details of all policy transactions without undue delay and within a maximum of one Business Day of their effective date.
- 4.5. XS Direct will deem any policy as Lapsed in the event that We do not receive confirmation of renewal within four days of the renewal date.
- 4.6. XS Direct will cancel policies from the date outlined in Your instructions, providing this is within seven days of the effective date, otherwise We will cancel from the date instructions are received in Our offices. The cancellation must be strictly in accordance with the cancellation conditions as they appear within the applicable policy wording.
- 4.7. Any data validations The Intermediary commits to undertaking must be carried out on all risks placed with Us.
- 4.8. The Intermediary is responsible for ensuring their staff understand and comply with any stated terms and conditions applicable to each risk placed with XS Direct.
- 4.9. You will pass to Us promptly any relevant information notified to You by Your Client in accordance with the terms of the insurance contract. You remain, for this purpose, the agent of Your Client and notification to You will not be deemed as notification to Us.
- 4.10. You must pass promptly, or enable access, to Your Client all certificates and other documents to which Your Client is entitled under the terms of any current legislation for the Motor Vehicle Risks to which this Agreement applies.
- 4.11. Unless We agree otherwise in writing, You must not vary in any way the terms or conditions of any of Our policies or other documentation

5. **ELECTRONIC TRADING**

- 5.1. Each party accepts the integrity of all messages and agrees to accord these the same status as would be applicable to a document or to information sent other than by electronic means, unless such messages can be shown to have been corrupted as a result of technical failure on the part of the machine, systems or transmissions line.
- 5.2. The Intermediary agrees to take all appropriate steps to safeguard electronic data stores on Our behalf and undertakes a back-up regime on a daily basis. Such back-ups to be stored in a suitable way as to ensure recovery if required.
- 5.3. All EDI transaction messages are to be transmitted to XS Direct no later than one Business Day after their effective date, unless this action is prevented due to a failure on the part of the machine, system or transmission line. In this event, The Intermediary must notify XS Direct as soon as You are aware that there is/has been a problem.
- 5.4. The Intermediary agrees to undertake any retransmissions as and when required by XS Direct.
- 5.5. The Intermediary agrees to submit policy number audit trails, when requested by XS Direct.
- 5.6. The Intermediary undertakes to retain policy documentation, including supporting information and phone recordings, for the period of the policy and for six years after the expiry of the risk and in any event the minimum periods required by law or any regulatory body which has jurisdiction over The Intermediary, XS Direct or Underwriter. The format of the storage is at the discretion of The Intermediary provided that any electronic storage mechanism prohibits the editing of the information once captured and reproduction is a true copy of the original.

- 5.7. You must ensure that the most up to date version of Your chosen providers' software is loaded onto Your system.
- 5.8. You are responsible for the accurate input of proposal information onto the system.
- 5.9. For all risks, either
 - 5.9.1. a fully completed proposal form must be produced, checked, signed and dated by the proposer, to endorse that all the information given is correct, or
 - 5.9.2. a statement of fact and copy of the recorded call(s) may be used (instead of a proposal form) and checked by Your Client, to endorse that all the information given is correct.
- 5.10. Where business is secured by You at a distance, a proposal form or statement of fact must be produced and dispatched to Your Client on the effective day of the transaction.
- 5.11. Should The Policyholder communicate any change to information or statements shown on the proposal form or statement of fact, the new information must be input onto the system by You and a clearly amended proposal form or statement of fact produced.
- 5.12. In no circumstances must an EDI proposal form or statement of fact be altered by any member of Your staff, except in order to follow the processes described in section 5.11.
- 5.13. Where any documentation is required as a condition of providing insurance cover, this must be obtained by You within fourteen days of the original submission of the business to Us, and retained with Your records. Failure to provide this will result in cancellation of the policy. Such documentation can include a copy of the quotation printout, certificate of fitment for an immobiliser or tracking device, copy of driving licence, mileage declaration, proof of ownership of the vehicle, proof of risk address, proof of driving experience, proof of previous insurance, proof of no claims bonus or any other documents We may request depending on the policy terms and conditions.
- 5.14. Cover notes and certificates of motor insurance must be produced by the system and must not be altered in any way, as this will render them invalid.
- 5.15. You must advise Us immediately if You intend to change any of your EDI administration practices or intend to change Your system supplier, or use or intend to use more than one software system. Any such change must be approved by Us.

6. RISK TRANSFER AND PREMIUMS

- 6.1. We grant You risk transfer as Our Intermediary for the collection of Premiums and for Premium Refunds. The Intermediary will be the agent of XS Direct for the payment of premiums which are, or will become payable to XS Direct, and for the payment of Client refunds.

Monies You receive from Your Client will be deemed as paid to Us when You receive them and monies due to Your Client from Us will be deemed as paid to Your Client when received by them from You. Monies due to Your Client, but not yet paid by Us to You, may be offset against monies held by You on Our behalf.

All monies including IPT which you hold on our behalf are deemed to be insurer money.

All monies which you receive on our behalf shall be held in trust by You for Us in a bank account which fulfils the requirements laid down in the European Union (Insurance Distribution) Regulations 2018.

You will ensure that the bank shall have no rights by way of charge (whether fixed or floating), encumbrance, lien or right of set-off, compensation or retention against monies standing to the credit of the account at any time. We reserve the right to request a copy of Your bank's confirmation that they have no rights in these regards over monies held in the account.

- 6.2. You must have previously notified XS Direct in writing if You co-mingle Client and Risk Transfer money.

7. PAYMENT OF ACCOUNTS

- 7.1. We agree to pay You commission of 5% on business placed with Us and on renewals thereof whilst the business remains under Your control. We reserve the right to modify commission rates at any time, subject to thirty days notice.
- 7.2. Unless otherwise agreed, XS Direct shall be responsible for the preparation of a monthly statement of account ("Statement of Account") (which may be in such form as XS Direct may determine) which shall be issued monthly in arrears by XS Direct to The Intermediary. The Statement of Account shall show the accounting transactions between XS Direct and The Intermediary during the period covered by the monthly statement.
- 7.3. The Intermediary shall pay XS Direct within 15 days of the end of the month to which the Statement of Account refers the full amount set out in the relevant Statement of Account, subject only to deduction of an amount equal to commission at the then prevailing rates (such commission being due to The Intermediary on the date upon which XS Direct receives payment of the net premium and all other monies due to XS Direct as set out in the relevant Statement of Account). In the event that the full amount shown in each Statement of Account as being due to XS Direct is not paid when due, The Intermediary shall provide XS Direct with a full explanation in writing as to why any such amount(s) have not been paid no later than the date upon which such unpaid items should have been paid. Time shall be of the essence, both as regards times, dates and periods specified in this clause and as to any times, dates or periods which we may agree can be substituted for any of them.
- 7.4. If The Intermediary fails to pay any sum payable to XS Direct under this Agreement on the due date, XS Direct shall (without prejudice to any of its other rights or remedies) have the right but not the obligation to lapse the relevant policy or policies in question and/or to require The Intermediary to pay interest on the unpaid sum at the rate applicable from time to time under the European Communities (Late Payment in Commercial Transactions) Regulations 2012 entitlement to interest at such rate to apply both before and after any judgment.
- 7.5. For the avoidance of doubt, the obligation of The Intermediary to make full payment to XS Direct of the amount detailed in each Statement of Account shall not be affected by:
- 7.5.1. any arrangement made by The Intermediary to allow credit to the Policyholder;
 - 7.5.2. acceptance by The Intermediary of any cheque payment which is not supported by a bank guarantee;
 - 7.5.3. any chargeback of any amounts paid to The Intermediary by credit or debit cards
 - 7.5.4. any delay caused by problems within The Intermediary's accounting system; or
 - 7.5.5. the inability of The Intermediary to obtain monies from the Policyholder.
- 7.6. The Intermediary will be responsible for the full premium due even though the premium may not have been collected from the Policyholder. Where a time on risk charge is due for the period on cover, The Intermediary will be responsible for the payment of such premium to XS Direct together with Insurance Premium Tax thereon.
- 7.7. In the event of dispute, You must pay Us the net premium showing on the statement until the dispute is resolved.

- 7.8. Subject to deduction of commission properly due to The Intermediary, all premiums, and other monies received by The Intermediary pursuant to this agreement, shall not be applied for any other purpose than for remittance to XS Direct.
- 7.9. The Intermediary shall comply with any credit limits and terms of credit that XS Direct may specify from time to time.
- 7.10. XS Direct reserves the right to amend its requirements in relation to payment on the premiums and to withdraw any facility offered from time to time. Any changes will be notified to The Intermediary in writing.
- 7.11. The Intermediary shall promptly forward any refunds of premium due to The Policyholder and/or former Policyholder (as the case may be).
- 7.12. If a policy is cancelled, You shall be responsible for refunding to Us the proportionate amount of commission received.
- 7.13. Unless agreed otherwise, all payments must be made payable to XS Direct using the BACS system.
- 7.14. XS Direct and the Intermediary commit to providing full and timely cooperation to each other in settling any individual item which is proving difficult to reconcile.

8. INSTALMENT PREMIUMS

XS Direct shall not be responsible for, or party to, any credit arrangements including instalments made by The Intermediary to collect premiums from the Clients/Policyholders. Any such arrangements shall be made entirely at The Intermediary's own risk, and shall not affect The Intermediary's obligations to account to XS Direct for premiums hereunder.

9. CONSUMER PROTECTION LEGISLATION

The Intermediary must comply with the consumer protection legislation as it applies to insurance. XS Direct will advise The Intermediary of changes to its pricing. XS Direct may from time to time issue new literature/documentation and The Intermediary must destroy all obsolete documents.

10. DATA PROTECTION LEGISLATION AND PROCEEDS OF CRIME

10.1. In relation to all XS Direct Data, The Intermediary acknowledges that, as between the parties, XS Direct is the controller of the personal data comprised in the XS Direct Data, and that The Intermediary, in providing the services is acting as a processor on behalf of XS Direct.

10.2. The subject-matter and duration of the processing carried out by The Intermediary on behalf of XS Direct, the nature and purpose of the processing, the type of XS Direct Data and categories of data subjects are described in Schedule 1 to this Agreement.

10.3. In discharging its obligations under the Agreement, The Intermediary is responsible for its compliance with Data Protection Law. Without prejudice to the generality of the forgoing and further to the provisions of Article 17 of EU Directive 95/46/EC and Article 28 of the GDPR, The Intermediary agrees that it shall:

10.3.1. process the XS Direct Data only on documented instructions from XS Direct, including with regard to transfers of XS Direct Data to a third country or an international organization, unless required to do so by European Union or Member State law to which The Intermediary is subject; in such a case, The Intermediary shall inform XS Direct of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

10.3.2. ensure that persons authorised to process XS Direct Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality

even after the end of their employment contract or at the end of their assignment or engagement;

- 10.3.3. take all measures required pursuant to Article 32 of the GDPR including all organisational and technical security measures necessary to protect against unauthorised or accidental access, loss, alteration, disclosure or destruction of XS Direct Data, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;
- 10.3.4. not engage another processor without prior specific or general written authorisation of XS Direct. In the case of general written authorisation, The Intermediary shall inform XS Direct prior to making any intended changes concerning the addition or replacement of other processors;
- 10.3.5. maintain a register of the processors engaged by it and make this available to the XS Direct on request, as more particularly set out in Schedule 2;
- 10.3.6. where it engages another processor for carrying out specific processing activities on behalf of XS Direct, The Intermediary shall enter into contractual arrangements with such approved sub-processors requiring them to guarantee a similar level of data protection compliance and information security to that provided for herein. Where that other processors fails to fulfil its data protection obligations, The Intermediary shall remain fully liable to XS Direct for the performance (or failure of performance) of that other processors obligations;
- 10.3.7. taking into account the nature of the processing, assist XS Direct by appropriate technical and organisational measures for the fulfilment of XS Direct's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- 10.3.8. taking into account the nature of processing and the information available to The Intermediary, assist XS Direct in ensuring compliance with its obligations with respect to any mandatory obligations applicable to XS Direct under Articles 35 and 36 GDPR in relation to the performance of data protection impact assessments, or the carrying out of consultations with a supervisory authority;
- 10.3.9. taking into account the nature of The Intermediary's processing activities and the information available to The Intermediary, notify XS Direct (by telephone and follow-up in writing) without undue delay (and, in any event, within twenty-four (24) hours) of becoming aware of a personal data breach affecting XS Direct Data and provide assistance (including, as required, the measures described in sub-clause 10.3.11 of this Agreement) to XS Direct in relation to any mandatory obligations applicable to XS Direct in relation to such breaches under Data Protection Law;
- 10.3.10. as soon as possible, provide XS Direct with at least the following information with respect to the personal data breach affecting XS Direct Data: (i) a description of the cause and nature of the personal data breach including the categories and approximate numbers of data subjects concerned and the categories and approximate number of personal data records concerned; (ii) the measures being taken to contain, investigate and remediate the personal data breach; (iii) the likely consequences and risks for XS Direct and its data subjects as a result of the personal data breach; (iv) any mitigating actions taken; and (v) a proposed plan to mitigate any risks for data subjects and/or XS Direct as a result of the personal data breach;
- 10.3.11. in connection with any personal data breach affecting XS Direct Data: (i) quickly and without delay, take such steps as are necessary to contain, remediate, minimise any effects of and investigate any personal data breach (and without destroying any

evidence) and to identify its cause (ii) co-operate with XS Direct and provide XS Direct with such assistance and information as it may reasonably require in connection with the containment, investigation, remediation and/or mitigation of the personal data breach; (iii) immediately notify XS Direct in writing of any request, inspection, audit or investigation by a supervisory authority or other authority; (iv) where required to do so by XS Direct, provide notifications (in a form approved by XS Direct) to affected data subjects, affected entities and/or organisations and relevant supervisory authority and other authorities;

10.3.12. at the choice of XS Direct, delete or return all XS Direct Data to XS Direct after the end of the provision of services relating to processing and delete existing copies unless EU or Member State law requires that the personal data be stored by The Intermediary;

10.3.13. make available to XS Direct all information necessary to demonstrate compliance with the obligations laid down in this Agreement and Article 28 GDPR; and

10.3.14. immediately inform XS Direct if, in The Intermediary's opinion, an instruction from XS Direct infringes Data Protection Law

10.4. The Intermediary agrees at the request of XS Direct to submit its data processing facilities (including all equipment, documents and electronic data relating to the processing of XS Direct Data) and/or any location from which XS Direct Data can be accessed by The Intermediary for audit to ascertain and/or monitor compliance with this Agreement, Data Protection Law and any other applicable data protection or privacy law generally which audit shall be carried out, with reasonable notice and during regular business hours and under a duty of confidentiality, by XS Direct and/or by a third party appointed by XS Direct.

10.5. To the maximum extent permitted by applicable law, without the prior consent of XS Direct The Intermediary shall not transfer XS Direct Data outside the European Economic Area.

10.6. The Intermediary shall indemnify XS Direct and keep XS Direct indemnified, on demand from and against any and all damages (including non-material damage) incurred by XS Direct or its affiliates as a result of The Intermediary's and/or its employees or representatives unauthorised and/or unlawful processing, or accidental loss, disclosure, destruction or damage to any XS Direct Data obtained from (or held by The Intermediary or its personnel on behalf of) XS Direct, save where such loss, disclosure, destruction or damage was carried out or incurred at XS Direct's request. The Intermediary shall be liable for and shall indemnify XS Direct and its respective affiliates, employees and agents from and against all damages which XS Direct may suffer consequent upon the negligence, breach of contract, breach of duty, recklessness or wilful default of The Intermediary, its employees or agents.

10.7. You shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery, anti-corruption and anti-tax evasion.

10.8. You must maintain in place suitable Disaster Recovery policies and procedures to comply with Your obligations under this Agreement.

10.9. The Intermediary must at all times meet all regulatory and legal requirements in respect of proceeds of crime and will immediately inform Us of any suspected or actual criminal activity pertaining to any of Our insurance policies or claims. You shall not bind Us to cover with any person or firm who appears on any applicable financial sanctions target lists (UK, EU, UN and US) and You shall at all times be responsible for checking such lists and shall indemnify Us in respect of any loss, damage, fine or other penalty arising out of Your failure to comply with this Clause 10.9.

11. CLAIMS

11.1. You or Your appointed Claims Management Company must advise Us via our published claims service immediately (and in any event within 1 hour) on notification of a claim being received from the Policyholder or any Third Party. The Intermediary is not authorised to commit XS Direct in any way.

All correspondence received by You must be forwarded to XS Direct without delay.

11.2. In the event of the notification of a fault claim, whether such fault is full or partial, or a claim where fault is disputed or unknown, You shall not without Our express prior written consent:

11.2.1. Pass the details of any third party claimant to any entity other than Us.

11.2.2. Use any information in relation to the third party claimant, except to pass this information onto Us.

11.2.3. Accept any payment or fee in relation to the transfer or use of any information relating to a third party claimant.

11.2.4. Provide any business or individual with an historical list of quotations for Your Clients who have been involved in an accident.

12. TERMINATION OF AGENCY

12.1. This Agreement may be terminated by either party giving a minimum of thirty days written notice to the other.

In the event of such termination The Intermediary may, either:

12.1.1. Commencing not more than thirty days after notice of termination, place existing business elsewhere as policies expire naturally; or

12.1.2. With the consent of XS Direct, transfer The Intermediary's insurance business to another intermediary with whom XS Direct has a current agency agreement, or who is prepared to enter into a new agency agreement.

12.2. XS Direct may terminate this agreement forthwith if:

12.2.1. In relation to The Intermediary any resolution is passed or order made for the winding up (other than for the purpose of reconstruction or amalgamation providing XS Direct has given express prior consent), or a receiver, administrator or administrative receiver is appointed over The Intermediary's assets, or any arrangement or composition is made with its creditors or a petition for bankruptcy or an administrative order is filed, or The Intermediary is adjudged bankrupt; or

12.2.2. The Intermediary ceases or threatens to cease to trade, or is unable to pay its debts as they fall due; or

12.2.3. The Intermediary suspends or threatens to suspend payment; or

12.2.4. The Intermediary takes up residence, or becomes domiciled, outside the Republic of Ireland; or

12.2.5. The Intermediary ceases to be authorised under the provisions of the current regulatory requirements or is expelled from membership of any regulatory body in connection with the business or is convicted of a criminal offence; or

- 12.2.6. The business of The Intermediary is acquired, amalgamated, controlled or administered by any other person, partnership, company, corporation or authority; or
 - 12.2.7. A director of The Intermediary is appointed, as a result of which XS Direct in its absolute discretion decides it is unable to continue this Agreement; or
 - 12.2.8. The Intermediary is in material breach of this Agreement and fails to remedy such breach within thirty days of being notified of the breach. Termination will become effective immediately where the breach is incapable of remedy.
 - 12.2.9. The Intermediary has, or XS Direct has reason to believe that The Intermediary has entered into arrangements with another insurer(s), which results in the transfer of a significant proportion of XS Direct's Policyholders to another insurer(s).
 - 12.2.10. Your professional indemnity cover ends or fails to meet the requirements of the CBI or as required by XS Direct; or
 - 12.2.11. You are unable to comply with any new laws or regulations applying to You, or if Your ability to meet the terms in this Agreement would be materially affected by such changes to laws or regulations.
- 12.3. On termination of the Agreement under 12.2.1 – 12.2.11, XS Direct reserves the right to deal direct with Clients/Policyholders or appoint another to service the relevant insurances in the best interest of The Policyholders, and in such circumstances The Intermediary will not be entitled to any payment for goodwill which may arise from such arrangements neither will XS Direct be under any duty to account to The Intermediary in respect of such arrangements in any way whatsoever.
- 12.4. On termination of the agreement under 12.2:
- 12.4.1. If 12.3. is invoked, all rights to commission cease from the date of termination.
 - 12.4.2. All papers, records, software and other property of XS Direct must be surrendered immediately.
 - 12.4.3. The Intermediary must at the intermediary's cost continue to provide XS Direct with full details of all transactions.
 - 12.4.4. All monies outstanding to XS Direct become immediately due and payable.
 - 12.4.5. Where at the date of termination, premiums are due from Policyholders for cover issued before termination; XS Direct may collect the premium direct and retain the commission.
 - 12.4.6. The Intermediary's access to a computer system or software which permits the preparation of cover notes and certificates by any electronic process will cease from the date of termination of this Agreement. In these circumstances XS Direct retains the right to deal directly with the system/software provider regarding the disabling or removal of this facility.

Where current policies still exist and may require changes to the contract prior to expiry access to computer generated cover notes may be provided, but use is strictly limited to existing customers only.

12.5. The Intermediary agrees to indemnify and keep XS Direct at all times fully indemnified against any loss, cost, damage or expense (including legal fees) that XS Direct may suffer or incur at any time by reason of any complaint, claim, proceeding or demand being brought or made against XS Direct by any person who is now or has at any time during the period of six months prior to the date of this Agreement been employed by The Intermediary, including but not limited to any liability under the Tupe regulations. Nothing in this clause seeks to limit or exclude XS Direct's liability for death or personal injury arising from its negligence or any other liability that cannot be limited or excluded by law.

12.6. You must notify Us immediately, in writing, of any event giving rise to Our right of termination under clause 12 and also of any of the following events:

12.6.1. Any compliance or regulatory issues arising in connection with Your CBI authorisation, particularly those identified as a result of any CBI audit, or regulatory return.

13. ADDITIONAL CONDITIONS APPLICABLE TO MOTOR VEHICLE INSURANCE AND ROAD TRAFFIC ACT CERTIFICATES

13.1. A Certificate of Insurance (which includes any temporary cover note) may only be issued by The Intermediary provided that:

13.1.1. The Intermediary has the express written authority of XS Direct. By both parties signing up to the full terms of this Agreement, such authority is granted; and

13.1.2. The premium has been paid to The Intermediary; or

13.1.3. The Intermediary accepts responsibility for payment of the premium to XS Direct.

13.2. A certificate of insurance (which includes any temporary cover note) may only be issued showing a cover effective date and time on or after the date and time of issue. Under no circumstances should the cover effective date and time be issued for a date and time already past.

13.3. Any certificate of insurance issued not delivered by The Intermediary to The Policyholder must be destroyed and You must keep a record of the time and date of destruction.

14. INSTRUCTIONS TO AGENTS

All instructions from Us must be complied with, and when appropriate, conveyed to Your Client. You must not appoint a sub-agent to deal with the Policyholders.

14.1. Documents in the Hands of Agents

You are required to transmit all transactions to Us without delay. You must inform Us immediately of any information known to You, which would or could reasonably be expected to influence Underwriters decisions when assessing any risk.

You must forward all policy documentation to Your Clients.

14.2. Fees

You may charge a fee for your services to Your Clients. Such fees should be specifically and clearly identified to them.

We may charge a fee for all transactions including new business, renewals, duplicate certificates, mid-term adjustments including cancellation and temporary adjustments including foreign extensions.

15. CUSTOMER OWNERSHIP

Except as already stated, the parties acknowledge that The Clients, whose business is placed with XS Direct by The Intermediary, shall belong to The Intermediary during the currency of this Agreement and will remain so following termination of this Agreement.

16. NON-SOLICITATION

XS Direct undertakes not to directly and knowingly solicit Your Clients during the currency of this Agreement and for a period of twelve months following termination of this Agreement.

17. FORCE MAJEURE

If either party is hindered or prevented from performing its obligations under this Agreement by any cause totally beyond its reasonable control (force majeure) such as, but not limited to, fire, strikes (other than in relation to its own work force), floods, storms, war, invasion of armed forces, blockade, insurrection, lockouts or other industrial disputes, governmental regulations or orders, then it shall forthwith notify the other party of the nature and extent thereof and any verbal notice shall be promptly confirmed in writing. Both parties shall do everything possible to resume performance as soon as possible. Neither party shall have recourse to the other company for any additional costs, expenses and liabilities incurred as a result of such force majeure.

18. PARTIAL ILLEGALITY

If any term or provision of this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the validity and enforceability of the remainder of this Agreement shall not be affected.

19. WHOLE AGREEMENT

19.1. Each party acknowledges that this Agreement contains the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matter relevant to it.

19.2. Any variation to the terms of this Agreement must have been confirmed in writing by Us in the form of an addendum and should be retained with this Agreement and will form part of it.

20. NOTICES

20.1. All notices served under this Agreement shall be in writing and shall be sent to the respective parties, or to such other addresses as may be designated by the parties in writing, by hand, or by registered mail, postage prepaid, or by facsimile transmission, to the address of the relevant party set out in this Agreement.

20.2. All notices shall be deemed received if given by hand, by registered mail 48 hours after posting, or by facsimile transmission when the transmission has been completed.

21. ASSIGNMENT

21.1. This Agreement shall be binding on and endure for the benefit of the successors and permitted assigns of each party.

21.2. Neither party shall assign or purport to assign in whole or in part the benefit of this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

22. PROPER LAW AND JURISDICTION

This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed and construed in accordance with the Law of Ireland.

23. WAIVER

Any failure by a party to enforce at any time any terms or condition under this Agreement shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.

24. INDEMNITIES

24.1. You shall indemnify Us and the Underwriters throughout the duration of this Agreement and following its termination from and against all loss (including loss of revenue and loss of opportunity), damage and liability suffered and expenses incurred by Us resulting from any and all fraudulent or negligent acts or omissions or breaches of this Agreement by You or Your employees, whether past or present.

24.2. You shall indemnify Us and the Underwriters if You or Your employees commit Us to cover or to any insurance policy in breach of this Agreement and We decide at our absolute discretion We are obliged to ratify such insurance policy and pay, compromise or otherwise settle any claim arising from such policy.

25. MEDIATION

In the event that any dispute between The Intermediary and XS Direct cannot be resolved by agreement then the matter in dispute shall be settled by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) model mediation procedure. Unless otherwise agreed by the parties, the mediator will be nominated by CEDR. To initiate the mediation procedure either party must give notice in writing (ADR notice) to the other party in dispute, requesting mediation. A copy of the request should be sent to CEDR. The mediation will start no later than thirty days after the date of the ADR notice. Each party to bear their own costs of mediation.

26. NO PARTNERSHIP

Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute either party the agent of the other for any purpose whatsoever and neither party shall have any authority or power to bind the other or to contract in the name of or create a liability against the other.

27. INTELLECTUAL PROPERTY

Both parties acknowledge that they do not hold an interest in the other party's intellectual property and the right to use such property is subject to this Agreement.

Our logos, trade marks in any format (printed or electronic) should only be displayed to the extent they appear in our materials unless prior written consent is given.

28. AUDITS

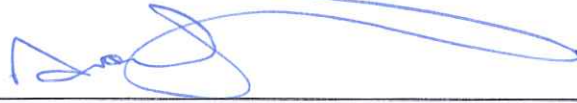
From time to time, We will carry out audits on business placed with Us by You. You must provide Us with full and timely cooperation, including the hosting of site visits, file requests, call recording requests and any other documentation.

29. RIGHTS OF THIRD PARTIES

In the event of a third party taking legal action against one of the parties the other will provide all reasonable assistance.

AS WITNESS the hands of the parties or their duly authorised representatives on the date first stated above.

SIGNED BY



PRINTED

DAVID SHAW

For and on behalf of

XS Direct Insurance Brokers Limited

DATE

29/11/19

SIGNED BY



PRINTED

Gerry Goggin

For and on behalf of

Goggin Insurance

DATE

2-10-19

Schedule 1- Details of Processing Activities

Subject Matter	Processing carried in connection with the provision of the services (as defined in the Agreement).	
Duration	From the Effective Date until the termination of the Agreement.	
Nature & Purpose of the Processing	To the extent necessary for The Intermediary to provide the services under the Agreement.	
Categories of Data Subjects	Policy holders of XS Direct (who are natural persons)	<input type="checkbox"/>
	Personnel of XS Direct (who are natural persons)	<input type="checkbox"/>
	Prospects, customers, business partners and vendors of XS Direct (who are natural persons)	<input type="checkbox"/>
	Other	<input type="checkbox"/>
	If Other, Please Specify:	
Types of XS Direct Data	Personal data of policy holders of XS Direct which may include contact information, policy details and claims information.	
	Personal data of XS Direct personnel generated in the normal course of staff administration which may include routine personnel data, such as compensation (including salary, employee share options and other employee benefits), payroll information (including tax and bank account information) and performance appraisals.	<input type="checkbox"/>
	Personal data relating to external third parties with whom XS Direct has, or may develop, a commercial relationship (including prospects, customers, business partners and vendors) of XS Direct which may include data relating to telephone and e-mail contacts, live chat, direct mail, marketing materials, purchase history, buying preferences and concerns and social media.	<input type="checkbox"/>
	Other	<input type="checkbox"/>
	If Other, Please Specify:	

Schedule 2- Sub Processors

1. Name of Sub-Processor:
2. Location of Sub-Processor:
3. Location of Servers:
4. Date of Appointment:
5. Subject Matter of the Processing:
6. Frequency of the Processing:
7. Nature and Purpose of the Processing:
8. Type of Personal Data:
9. Categories of Data Subjects: