

Terms of Business Agreement

1. Integrity

A firm must conduct its business with integrity

2. Skill, care and diligence

A firm must conduct its business with due skill, care and diligence

3. Management and Control

A firm must take reasonable care to organise and control its affairs responsibly and effectively, with adequate risk management systems.

4. Financial prudence

A firm must maintain adequate financial resources

5. Market Conduct

A firm must observe proper standards of market conduct.

6. Customers interests

A firm must pay due regard to the interests of its customers and treat them fairly.

7. Communications with customers

A firm must pay due regard to the information needs of its customers, and communicate information to them in a way which is clear, fair and not misleading.

8. Conflicts of interests

A firm must manage conflicts of interest fairly, both between itself and its customers and between a customer and another customer.

9. Customers: relationships of trust

A firm must take reasonable care to ensure the suitability of its advice and discretionary decisions for any customer who is entitled to rely upon its judgement.

10. Customers assets

A firm must arrange adequate protection for customers' assets when it is responsible for them.

11. Relations with regulators

A firm must deal with its regulators in an open and co-operative way and must disclose to the FSA appropriately anything relating to the firm of which the FSA would reasonably expect notice.

BETWEEN

(1) **RAMASIS LIMITED** (Registered No: 4670555) whose address is at The Chapel, 48 The Hill, Wheathampstead, Hertfordshire AL4 8PS (the “Company”); and

(2)

(the “Broker”)

BACKGROUND

- (A) The Company carries on business as an insurance intermediary to place insurance business with various underwriters and insurers and provides insurance mediation. The Company is authorised and regulated by the Financial Services Authority for these purposes.
- (B) The Broker sells various insurance products to clients and is authorised and regulated by the Financial Services Authority for these purposes.
- (C) The parties have agreed that the Broker will sell Products to Clients and refer them to the Company and the Company will provide the Services. In addition the Company will provide Insurance Mediation.

IT IS AGREED as follows:

1. Definitions

1.1. In this Agreement except where the context otherwise requires:

Client	Means an individual or partnership company or other legal entity who instructs the Broker in connection with the acquisition of a Product
FSA	Means the Financial Services Authority
FSMA	Means the Financial Services and Markets Act 2000
Group	Has the meaning given in section 421 FSMA
Broker Commission	Means any commission due or from the broker resulting from the transaction of business set out in this agreement
Insurance Mediation	Means any insurance related activities pursuant to the Insurance Mediation Directive or any succeeding legislation.
Product	Means any non-investment insurance product including contracts of general insurance.
Regulated Activities Order	Means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.
Regulated Activity	Means an activity specified under Part II of the Regulated Activities Order.

Risk Transfer	Means the transfer of an insurable risk as defined by the FSA or any subsequent legislation.
Regulatory Requirements	Means all legal and regulatory requirements applicable in relation to the activities of the parties under this Agreement including, without limitation, FSMA and all rules, regulations, statements, codes and other requirements made under the FSMA or made or imposed by FSA and any requirements imposed by any other regulator or authority.
Remuneration	Means all commission, fees and remuneration of any other kind payable to the Company.
Services	Means accepting reasonable and proper instructions from the Broker to obtain a Product to meet and satisfy the insurance requirements of a Client made known to the Company by the Broker on the most reasonable terms available to the Company and to provide Insurance Mediation.
Staff	Means, in relation to either party, all officers and employees of that party and individuals who contract their services to that party.
Trademark	Means the names “Ramasis Bike Plus”, “Ramasis Insurance Services” and the Company Logo.

- 1.2. In this Agreement, except where the context otherwise requires, the following expressions have the meanings given to them in the Regulated Activities Order: “contract of general insurance”, “contract of long term insurance”, “qualifying contract of insurance”, “contract of motor insurance”.
- 1.3. Where the context so requires or admits words of the masculine gender shall be deemed to include the feminine and neuter genders and vice versa and words in their singular shall be deemed to include the plural and vice versa.
- 1.4. Reference to a statutory provision includes any consolidation, re-enactment, modification or replacement of it and any subordinate legislation in force under it.
- 1.5. The clause headings used in this Agreement shall not alter or affect its interpretation.

2. The Company’s obligations

- 2.1 With effect from the Commencement Date and during the Term of this Agreement the Company shall supply the Services to the Broker upon and subject to the Terms of this Agreement.
 - 2.1.1. The Company will use its reasonable endeavours to place insurance business with underwriters or insurers which cover the reasonable requirements of Clients in accordance with the written instructions of the Broker.
- 2.2 In carrying on activities under this Agreement, the Company will at all times perform its duties and functions with reasonable skill and care and with all due diligence.
- 2.3 The Company will comply at all times with the Regulatory Requirements applicable to its activities.

Warranties

- 2.4 The Company warrants that it will hold all regulated client monies in a non-statutory trust in accordance with all Regulatory Requirements. It may mingle Clients funds to the extent authorised by all Regulatory Requirements. All accrued interest on monies held by the Company shall be retained by it and the insurers accept that their interests are subordinated to the interests of clients in relation to client money.
- 2.5 All Products sold are on the basis of Risk Transfer

Obligations of the Broker

3. Compliance

- 3.1 The Broker shall at all times during the course of this Agreement:
 - 3.1.1 comply with the Regulatory Requirements as they apply to his/her duties and obligations under this Agreement.
 - 3.1.2 comply with all reasonable requirements by the Company to enable it to perform its duties and obligations under this Agreement
 - 3.1.3 act in accordance with these Terms of Business

Bind the Company

- 3.2 The Broker shall not at any time during the course of this Agreement:
 - 3.2.1 bind or purport to bind the Company by any statement whether written or oral
 - 3.2.2 give or purport to give any cover on behalf of the Company.
 - 3.2.3 misrepresent the Company to any third party.

Records

- 3.3 The Broker shall keep records of all business transacted under this Agreement. All such records shall belong to the Company.

Supply Information

- 3.4 The Broker shall immediately notify the Company verbally and in writing if he or she becomes aware that:
 - 3.4.1 the Client no longer requires cover
 - 3.4.2 the Clients' requirements have altered or been added to.
 - 3.4.3 the Client wishes to cancel or amend any insurance policy or instructions.

- 3.5 The Broker shall obtain from the Client all facts, details and information that may be required to enable an underwriter to determine whether a risk should be accepted and if so on what terms.
- 3.6 The Broker shall immediately notify the Company in writing if he or she becomes aware of any changes in a Client's circumstances or of any information or details supplied by a Client that is likely to affect an underwriter or insurer's decision to provide a Product or the Terms upon which a Product may be provided.

Company's Right to Cancel or Terminate a Product

- 3.7 The Company may in its absolute discretion at any time cancel any Product obtained in respect of a Client and the Broker shall pay to the Company or demand on a full indemnity basis all costs, damages and losses suffered by the Company as a result of such cancellation or termination

Warranty

- 3.8 The Broker warrants that it is not acting as an agent or broker for any other insurance intermediary other than the Company in respect of any Product sold to a Client pursuant to the terms of this Agreement.

4. Remuneration

- 4.1. The Broker will pay to the Company Remuneration on Products sold by the Broker less the Broker Commission at the rate applicable at the time the transaction is completed.
- 4.2. The Broker will ensure that any Fee that it and / or its Advisors charge in relation to a Product is reasonable in the circumstances.
- 4.3. The Broker agrees that the Company's statements of account will be binding on both parties as to the amounts of Remuneration or any other money payable between them unless the Intermediary notifies the Company of a discrepancy within 28 days of receiving a statement.
- 4.4. The Broker shall pay to the Company all Remuneration due no later than 28 days from the earlier of inception of cover or notification by statement.
- 4.5. The Company may in its absolute discretion at any time collect and recover all premiums and other payments due from a client directly PROVIDED ALWAYS that in such an event it will account to the Broker for any Introducing Commission due to the Broker.

5. Indemnity

- 5.1 The Broker will indemnify the Company against any liability, loss, costs or expenses suffered or incurred by the Company or any member of Staff of the Company ("Losses") as a result of or arising from any breach of this Agreement by the Broker or any of its Staff, except to the extent that any Losses arise as a direct result of any breach of this Agreement by the Company or any of its Staff.
- 5.2 The Broker will indemnify the Company against any Losses suffered or incurred by the Company or any member of Staff of the Company arising out of any activities carried out by

the Broker other than Regulated Activities connected with the sale of Products pursuant to this Agreement.

6. Records and Co-operation

- 6.1 The Broker shall keep or cause to be kept (and shall procure that its representatives and agents shall keep or cause to be kept) such books, records and statements as may be necessary to give a complete record of all business effected by the Broker under this Agreement and all other books, records or statements as may be required under any applicable legislation or regulations. The Broker will ensure that no such books, records and statements are amended, erased or destroyed, except with the prior written consent of the Company.
- 6.2 The Broker shall maintain (and shall procure that its representatives and agents shall maintain) the materials referred to in clause 6.1 above so that they are at all times up-to-date, accurate and available for inspection and copying by the Company, its agents or any relevant regulator. The Broker will, at the request of the Company from time to time, provide the Company with access to the originals or copies of any of the materials referred to in clause 6.1.
- 6.3 The Broker will, both during and after termination of this Agreement, promptly, freely and fully co-operate at all times with the instructions, directions and requests of the Company and its agents and auditors, and grant to any representative of the Company unrestricted access to all records, files, papers, computer systems, data and correspondence relating to the activities carried on pursuant to this Agreement in order that the Company may satisfy itself as to compliance by the Broker with this Agreement and the Regulatory Requirements.

7. Term and Termination

- 7.1. Either party may terminate this Agreement at any time by notice in writing to the other party. The minimum period of notice to be specified in any such notice given during the period up to the first anniversary of the Commencement Date is six months notice. The minimum period of notice to be specified in any such notice given after the first anniversary of the Commencement Date is three months.
- 7.2. This Agreement shall terminate automatically if the Company ceases to be an authorised person under the FSMA.
- 7.3. Either Party may terminate this Agreement at any time by notice in writing to the other with immediate effect if any of the following occurs:
- 7.3.1 the other party is in material breach of this Agreement and either the breach is incapable of remedy or the other party has failed to remedy the breach within 14 days of receipt of notice specifying the breach and requiring it to be remedied;
- 7.3.2 any resolution being passed or order made for the winding-up or administration of the other party otherwise than for the purposes of a reconstruction or amalgamation on terms approved in advance by the party giving notice;
- 7.3.3 a receiver being appointed over any of the assets of the other party or any arrangement or composition being made with the creditors of the other party;
- 7.3.4 the other party suspending payment of all or substantially all of its debts or being unable to pay its debts as they fall due; or

- 7.3.5 the other party ceasing or threatening to cease to carry on business.
- 7.4. The Company may terminate this Agreement at any time by notice in writing to the Intermediary with immediate effect if:
 - 7.4.1. required to do so by the FSA or any other regulatory authority;
 - 7.4.2. the Broker is the subject of an investigation by the FSA or other regulatory authority or is involved in a dispute (whether legal or otherwise) which the Company reasonably believes may affect the Company's business or reputation in a materially adverse manner:
 - 7.4.3. the Broker undergoes a change of control as defined in section 840 of the Income and Corporation Taxes Act 1988 if the Broker is a company; or if the Broker is a partnership, the ownership of 50% of the assets of the partnership changes; or if the Broker is a sole trader, ownership of the business (including its assets) changes; or
 - 7.4.4. in the reasonable opinion of the Company, the Broker has ceased to comply with the regulatory criteria for continued appointment as an Appointed Representative of the Company.

8. Effect of Termination

- 8.1 Upon termination or expiry of this Agreement, unless otherwise agreed between the parties, the Broker shall, if requested to do so by the Company, return to the Company all books, papers and documents bearing the name of the Company and any other property of the Company which is in the Broker's possession.
- 8.2 Following termination of this Agreement the Company is entitled to continue to receive Remuneration, which accrues in respect of a Product throughout the continuance of such Product.
- 8.3 Upon termination or expiry of this Agreement any sum owing by the Broker to the Company will be paid immediately to the Company by the Broker.
- 8.4 If any such amount payable under this sub-clause is not repaid on demand it will carry interest (both before and after judgement) at the rate of 4% per annum above the base rate of National Westminster Bank plc from the date of demand (or such later date as the Company deems fit) until repaid in full by the Broker. The Broker will indemnify the Company against any liability, loss, costs or expenses (including legal costs and expenses) suffered or incurred by the Company as a result of the Company taking steps to obtain payment of any amounts due from the Broker to the Company.
- 8.5 The Broker will not without the prior written consent of the Company, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of any other business, concern or company and whether as principal, shareholder, director, employee, agent, consultant, partner or otherwise, whilst this Agreement is in force and for a period of 1 year immediately following its termination, solicit or entice, or endeavour to solicit or entice, away from the Company any employee of the Company, whether or not such solicitation or enticement shall be for the Broker's own business or the business of any other person. The parties consider the restrictions contained in this clause to be reasonable and fair in the circumstances and that they go no further than necessary to protect the legitimate business interests of the Company.

9. Communications with clients

- 9.1. During and after termination or expiry of this Agreement and subject to the Regulatory Requirements, each party will be free to communicate with and to market any products and services to any Client to whom a Product has been sold pursuant to this Agreement.
- 9.2. During and for a period of two years after termination or expiry of this Agreement, neither party will induce or seek to induce a Client who has purchased a Product pursuant to this Agreement to cancel, cease or reduce payments under, surrender or otherwise dispose of the Product, unless it is in the interests of the Client to do so having regard to the particular circumstances of the Client.

10. Confidentiality and Data Protection

- 10.1 Each of the parties shall have due regard for the confidentiality of personal information relating to Clients and shall individually ensure compliance with its own obligations under the Data Protection Act 1998 (“the 1998 Act”).
- 10.2 The Intermediary shall ensure compliance with its own obligations under the Consumer Credit Act 1974
- 10.3 Each party will keep confidential and not disclose to any third party any information of a confidential nature relating to the business or affairs of the other party, including the terms of this Agreement, that comes into its possession in the course of or as a result of this Agreement, provided always that the restrictions in this clause 10.3 shall not apply where the confidential information:
 - 10.3.1 is disclosed in order to fulfil an obligation pursuant to this Agreement;
 - 10.3.2 was lawfully obtained after the Commencement Date free of any duty of confidentiality otherwise than directly or indirectly from the other party;
 - 10.3.3 was already in the recipient’s possession prior to the date of disclosure by the disclosing party;
 - 10.3.4 is in or subsequently enters the public domain (other than as a result of a breach of this clause 10.3);
 - 10.3.5 is necessarily disclosed pursuant to a statutory, regulatory or legal obligation;
 - 10.3.6 is disclosed to the duly appointed professional advisors of the disclosing party; or
 - 10.3.7 is disclosed with prior written consent of the other party.

Where a party discloses confidential information to a third party, the disclosing party will ensure that such third party is aware that the information being disclosed is confidential.

11. Severability

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that shall not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provisions of this Agreement; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement

this Agreement shall be construed as if such provision had been deleted therefrom

12. Notices

12.1 Any notice or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and shall be addressed as shown at the start of this Agreement and, if so addressed, shall be deemed to have been duly given or made as follows:

- (a) if sent by personal delivery, upon delivery at the address of the relevant party;
- (b) if sent by first class post, two clear business days after the date of posting;
- (c) if sent by facsimile, when despatched.

Provided that if, in accordance with the above provisions, any such notice or communication would otherwise be deemed to be given or made outside working hours, such notice or other communication shall be deemed to be given or made at the start of working hours on the next business day.

12.2 Either party may notify the other party to this Agreement of a change to its name, relevant addressee, address or facsimile number provided that such notification shall only be effective on:

- (a) the date specified in the notification as the date on which the change is to take place; or
- (c) if no date is specified or the date specified is less than five clear business days after the date on which notice is given, the date falling five clear business days after notice of any such change has been given.

13.1 Variation of the Agreement

13.1.1 The Company may vary the terms and conditions of this Agreement at any time by giving the Broker seven day's notice in writing provided that where the variation would have a material adverse effect on the Broker, then the Broker may at any time within the period of 14 days after the notice of variation is given terminate this Agreement by three months written notice.

13.1.2 The Company may vary the terms of this Agreement forthwith by giving written notice to the Broker at any time if required to do so by any regulator or by any change in Regulatory Requirements.

13.2 Waiver

The failure by the Company to enforce at any time or for any period any one or more of the terms and conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

13.3 Whole Agreement

- 13.3.1 This Agreement together with the documents referred to in it, forms the entire agreement between the parties relating to the sale of Products and supersedes all earlier meetings, discussions, correspondence, agreements, facsimile transmissions, telexes, letters and communications, understandings and agreements of any kind so relating and there are no collateral or supplemental agreements at the time this Agreement is signed.
- 13.3.2 Each of the parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.
- 13.3.3 Nothing in this sub-clause shall, however, operate to limit or exclude any liability for fraud.

14. Rights of third parties

Except as provided herein, the parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

15. Capacity

Each party to this Agreement warrants to the other that it has all necessary authority, power and capacity to enter into and perform this Agreement, that the signatories to this Agreement have the relevant power authority and capacity to sign on behalf of their respective companies and that this Agreement constitutes obligations binding on each party in accordance with its terms.

16. Law and jurisdiction

The Agreement shall be governed by and construed in accordance with English Law, and the English courts are to have exclusive jurisdiction to settle any dispute, which may arise out of or in connection with this Agreement.

Signed for and on behalf of the Company.....

Signed for and on behalf of the Broker.....