

# Referral Partner Agreement

## **Third Party Liability Ltd T/A Guarantor Insure**

*("Guarantor Insure", "we", "our" or "us")*

And

*("Referral Partner", "Partner", "you" or "your")*

### **1. Purpose**

1.1 This Partnership Agreement ("Agreement") sets out the terms under which the Referral Partner may introduce prospective customers to Guarantor Insure in return for referral fees.

1.2 The parties acknowledge that the Referral Partner's role is strictly limited to introducing prospective customers and does not include advising upon, arranging, administering or concluding contracts of insurance.

1.3 Nothing within this Agreement shall create a partnership, agency, employment relationship or joint venture between the parties.

### **2. Definitions**

|                             |                                                                                                                                                                                                                                                              |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agreement                   | means this Referral Partner Agreement together with any schedules.                                                                                                                                                                                           |
| Applicable Laws             | means all applicable legislation, regulations, FCA rules, regulatory guidance, sanctions legislation, UK GDPR, Data Protection Act 2018 and any other legal requirements applying to either party.                                                           |
| Business Day                | means Monday to Friday excluding public holidays in England.                                                                                                                                                                                                 |
| Customer                    | means any individual or business who has applied for, purchased, or been issued a policy.                                                                                                                                                                    |
| Customer Data               | means any personal data, information, documents, or details relating to a Prospective Customer or Customer provided to, collected by, or processed by either party in connection with this Agreement.                                                        |
| Data Protection Legislation | means the UK GDPR, Data Protection Act 2018, and any other applicable legislation relating to privacy, data protection, and the processing of personal data.                                                                                                 |
| Eligible Referral           | means a Referral which meets the requirements set out in this Agreement and any applicable Referral criteria, including where the information provided is complete, accurate, lawfully obtained, and the Policy is successfully purchased and remains valid. |
| FCA                         | means the Financial Conduct Authority.                                                                                                                                                                                                                       |
| Financial Promotion         | has the meaning given by the Financial Services and Markets Act 2000.                                                                                                                                                                                        |
| Financial Promotion Rules   | means the rules and guidance issued by the FCA relating to financial promotions, including the requirements under the Financial Services and Markets Act 2000 and applicable FCA Handbook rules.                                                             |
| Guarantor Insure            | means Third Party Liability Ltd acting as the insurance intermediary responsible for distributing the Policy.                                                                                                                                                |
| Insurer                     | means the insurance company underwriting the Policy, as identified in the applicable Policy documentation.                                                                                                                                                   |
| Introducer                  | means the Referral Partner where the Referral Partner introduces Prospective Customers to Guarantor Insure.                                                                                                                                                  |
| IPID                        | means the Insurance Product Information Document provided to customers in accordance with applicable insurance distribution requirements.                                                                                                                    |
| Party/ Parties              | Party means either Guarantor Insure or the Referral Partner Partner, as applicable.<br>Parties means both Guarantor Insure and the Referral Partner Partner together.                                                                                        |
| Policy                      | means any insurance policy offered by Guarantor Insure from time to time.                                                                                                                                                                                    |
| Policy Documentation        | means the Policy wording, Insurance Product Information Document, schedule, endorsements, notices, and any other documents forming part of or relating to the insurance contract.                                                                            |
| Premium                     | means the amount payable by the Customer for the Policy, including any applicable Insurance Premium Tax and other charges disclosed to the Customer.                                                                                                         |
| Prospective Customer        | means a person introduced by the Referral Partner who is not already an existing Guarantor Insure customer.                                                                                                                                                  |

|                         |                                                                                                                                                                                                                     |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Referral                | means the introduction of a Prospective Customer to Guarantor Insure in accordance with this Agreement, including any customer data supplied.                                                                       |
| Referral Fee            | means the fee payable by Guarantor Insure to the Referrer in accordance with this Agreement in respect of each Qualifying Referral, as set out in Schedule 1 or otherwise agreed in writing by the parties.         |
| Referral Partner        | means the person or organisation entering into this Agreement, this includes employees, officers, agents, contractors, or representatives of the Referral Partner if applicable.                                    |
| Regulatory Requirements | means Applicable Laws, FCA rules, FCA guidance, Consumer Duty requirements, and any requirements imposed by the insurer or any competent regulatory authority.                                                      |
| Sanctions               | means any applicable financial sanctions, trade sanctions, embargoes, or restrictive measures imposed or administered by the United Kingdom or any other relevant authority.                                        |
| Services                | means the referral and insurance intermediary services provided by Guarantor Insure under this Agreement.                                                                                                           |
| Territory               | means England, Scotland and Wales, being the geographical area in which both parties are authorised to offer the Products and in which the Referral Partner may carry out referral activities under this Agreement. |

### 3. Appointment

3.1 Guarantor Insure appoints the Referral Partner on a non-exclusive basis to introduce Prospective Customers.

3.2 The Referral Partner accepts the appointment subject to the terms of this Agreement.

3.3 Nothing within this Agreement prevents either party from entering into similar arrangements with third parties.

3.4 Guarantor Insure reserves the right to refuse any application for insurance and shall have absolute discretion regarding whether cover is offered.

3.5 The Referral Partner has no authority to bind Guarantor Insure, the insurer, or any underwriting partner, nor to make representations, commitments, or decisions on their behalf.

3.6 This Agreement shall commence on the date it is signed by both Parties unless otherwise agreed in writing.

### 4. Nature of the Relationship

4.1 The Referral Partner acknowledges and agrees that:

- a) it is acting solely as an introducer;
- b) it is not an employee, agent or Appointed Representative of Guarantor Insure;
- c) it has no authority to represent that it acts on behalf of Guarantor Insure;
- d) it shall not describe itself in any manner that may suggest it is authorised to advise upon or arrange insurance unless separately authorised by the FCA.

### 5. Partner Due Diligence

#### 5.1 Initial Due Diligence

Before appointing a Referral Partner, Guarantor Insure may carry out such due diligence as it considers reasonably necessary to ensure that the Referral Partner is suitable and that Guarantor Insure complies with its legal and regulatory obligations.

5.1.2 The Referral Partner agrees to provide all information reasonably requested for this purpose.

Checks may include, but are not limited to:

- a) verification of the legal identity of the Referral Partner;
- b) verification of trading address and contact details;
- c) Companies House searches, including confirmation that the business is active and review of any insolvency, liquidation, administration or winding-up information;
- d) sanctions screening of the Referral Partner and, where appropriate, its directors, partners, shareholders, beneficial owners or other controlling persons;
- e) verification of FCA authorisation or registration where applicable;
- f) reasonable internet searches to confirm the legitimacy and reputation of the business;

- g) telephone confirmation of trading details;
- h) verification of website ownership and trading presence where appropriate;
- i) identity verification of key individuals where reasonably required;
- j) any other enquiries considered appropriate for fraud prevention, financial crime prevention or regulatory compliance.

## 5.2 Ongoing Due Diligence

The Referral Partner agrees that Guarantor Insure may repeat any due diligence checks periodically throughout the relationship. Such reviews may occur:

- a) periodically, at intervals determined by Guarantor Insure;
- b) where ownership or control changes;
- c) where adverse information becomes known;
- d) where required by law or regulation;
- e) where Guarantor Insure reasonably considers it necessary.

5.2.2 The Referral Partner agrees to promptly notify Guarantor Insure of any material change affecting its business including:

- a) change of legal entity;
- b) change of directors;
- c) change of beneficial ownership;
- d) change of trading address;
- e) insolvency proceedings;
- f) any sanctions imposed upon them or their directors;
- g) regulatory investigation;
- h) criminal proceedings relating to fraud or dishonesty;
- i) loss or suspension of any regulatory authorisation.

## 5.3 Refusal or Withdrawal

5.3.1 Appointment remains entirely at Guarantor Insure's discretion and completion of due diligence does not oblige Guarantor Insure to appoint or continue to appoint any Referral Partner.

5.3.2 Guarantor Insure reserves the right to refuse an application, suspend referrals or terminate this Agreement where the outcome of any due diligence is considered unsatisfactory.

5.3.3 Guarantor Insure shall not be obliged to disclose confidential risk assessment criteria or provide reasons for declining an application.

## 6. Referral Partner Obligations

6.1 The Referral Partner shall:

- a) act honestly, fairly and professionally;
- b) comply with all Applicable Laws;
- c) cooperate fully with Guarantor Insure;
- d) promptly provide any information reasonably requested;
- e) ensure that all Customer information submitted is accurate, complete and obtained lawfully;
- f) maintain accurate business records;
- g) collect and retain evidence of customer consent to share personal data with Guarantor Insure and its insurer/partners;
- h) notify Guarantor Insure immediately of any regulatory investigation, sanctions designation, insolvency event or material legal proceedings;
- i) ensure all communications regarding Guarantor Insure are accurate;

- j) not make any statement, representation or communication relating to Guarantor Insure, its products or services that are inaccurate, misleading, unauthorised or reasonably likely to cause reputational harm;
- k) act in a manner that supports Guarantor Insure's obligations to deliver good outcomes for retail customers and shall immediately notify Guarantor Insure if it becomes aware of any practice or communication that could reasonably result in customer harm;
- l) refer the customer directly to Guarantor Insure without comment, if a customer asks any question requiring an opinion, recommendation or interpretation.

6.2 If a customer makes a complaint to the Referral Partner regarding Guarantor Insure or its products, insurer, claims handling, sales process or customer communications, the Referral Partner shall notify Guarantor Insure within one Business Day and shall not attempt to resolve the complaint unless authorised to do so.

6.3 If a dispute arises under this Agreement, the Parties shall first use reasonable endeavours to resolve it through good faith discussions. If the dispute is not resolved within 15 Business Days, each Party shall appoint a representative to meet and attempt to reach a resolution. If no agreement is reached within a further 15 Business Days, either Party may refer the dispute to the courts. Nothing in this clause prevents either Party from seeking interim or injunctive relief where necessary.

6.4 The Referral Partner shall indemnify and keep indemnified Guarantor Insure, its affiliates, directors, officers and employees against any losses, liabilities, costs, claims or expenses arising from the following, except where such loss arises directly from Guarantor Insure's negligence or wilful misconduct:

- a) any breach of this Agreement by the Referral Partner;
- b) any breach of applicable laws or regulations by the Referral Partner;
- c) any negligent, fraudulent or wrongful act or omission by the Referral Partner or its personnel;
- d) any breach of the warranties under this Agreement; or
- e) any third-party claim arising from the Referral Partner's acts or omissions,

## **7. Restrictions on the Referral Partner**

7.1 The Referral Partner shall not:

- a) advise any customer whether to purchase or not purchase a policy;
- b) advise, recommend or represent that a Guarantor Insure policy is suitable for any particular individual based on that individual's personal circumstances;
- c) compare Guarantor Insure's insurance products with competitors in a manner which constitutes advice;
- d) explain policy wording other than using approved factual information supplied by Guarantor Insure;
- e) answer questions requiring regulated insurance advice;
- f) negotiate premiums or policy terms;
- g) amend quotations;
- h) bind insurance cover;
- i) issue insurance documentation;
- j) collect premiums or any other customer monies;
- k) charge customers any fee in connection with the referral unless expressly authorised in writing by Guarantor Insure;
- l) complete or assist Customers in completing claim forms, nor play any role in the claims process whatsoever;
- m) settle complaints on behalf of Guarantor Insure;
- n) represent themselves as an employee, representative, insurance intermediary or Appointed Representative of Guarantor Insure;

- o) make any statement which is false, misleading or likely to mislead customers;
- p) make promises regarding acceptance, pricing, claims or underwriting decisions;
- q) allow its interests to conflict with those of Guarantor Insure.

7.2 Where a Prospective Customer requests advice or asks questions regarding the insurance policy, the Referral Partner shall immediately direct the customer to Guarantor Insure.

7.3 The Referral Partner shall comply with the Bribery Act 2010 and shall not offer, request or accept any bribe or improper payment.

## **8. Financial Promotions and Marketing**

8.1 The Referral Partner shall ensure that every communication relating to Guarantor Insure:

- a) is clear, fair and not misleading;
- b) contains accurate factual information only;
- c) complies with the Financial Services and Markets Act 2000;
- d) complies with applicable FCA requirements;
- e) does not exaggerate policy benefits;
- f) does not omit material information;
- g) does not imply guaranteed acceptance or claims payment.

8.2 No advertisement, leaflet, social media post, website content, email campaign or other promotional material referring to Guarantor Insure may be published without Guarantor Insure's prior written approval.

8.3 Guarantor Insure may require any marketing material to be amended, suspended or removed immediately where it considers that continued publication may expose either party to regulatory risk.

8.4 The Referral Partner shall comply with any reasonable marketing guidance issued by Guarantor Insure from time to time.

8.5 Any approval granted by Guarantor Insure relates only to the material reviewed and may be withdrawn at any time.

8.6 Guarantor Insure may at any time change or withdraw promotional materials, policy wordings, terms and conditions, the territory in which our services are available. Notice of any such changes will be given.

8.7 The Referral Partner shall not register any domain name, trading name or social media account incorporating "Guarantor Insure" or anything confusingly similar.

## **9. Customer Referrals**

9.1 The Referral Partner shall refer Prospective Customers to Guarantor Insure only using methods approved by Guarantor Insure.

9.2 A Referral shall only qualify for Commission where:

- a) the Referral is genuine;
- b) the customer purchases an eligible Policy directly from Guarantor Insure;
- c) the Referral Partner has complied with this Agreement;
- d) the Policy is accepted by Guarantor Insure and the insurer;
- e) all premiums have been successfully collected;
- f) the Policy has not been cancelled during any applicable cooling-off period.

9.3 Guarantor Insure shall determine, acting reasonably, whether a Referral qualifies for A referral fee payment.

9.4 Guarantor Insure reserves the right to reject duplicate referrals or referrals where it reasonably believes the customer was already known to Guarantor Insure.

## **10. Referral Fee**

10.1 Referral fee payments

10.1.1 Referral fee rates shall be set out in Schedule 1.

10.1.2 Unless otherwise agreed in writing:

- a) A referral fee becomes payable only after the Policy has successfully inceptioned.
- b) A referral fee shall not be payable where the Policy is cancelled during the statutory cooling-off period.
- c) A referral fee shall not be payable on fraudulent, duplicate or invalid referrals.
- d) Guarantor Insure's records shall be conclusive in determining referral fees payable unless there is manifest error.

## 10.2 Payment

10.2.1 Referral fees shall normally be paid monthly in arrears.

10.2.2 Guarantor Insure reserves the right to offset any overpayments against future Referral fee payments.

10.2.3 Where A referral fee has been paid in error, the Referral Partner agrees to repay the amount within 30 days of written request.

10.2.4 Acceptance of any Referral fees payment shall be deemed full and final settlement for the relevant payment period. Any dispute must be notified to Us in writing within 10 Business Days of receipt of the payment or Referral fee statement. If no dispute is raised within this period, the payment shall be deemed accepted and final.

## 10.3 Tax

10.3.1 The Referral Partner shall be solely responsible for its own tax affairs.

10.3.2 Any VAT shall be payable only where properly chargeable and supported by a valid VAT invoice.

## 11. Customer Data and Data Protection

11.1 Each party shall comply with:

- a) UK GDPR;
- b) the Data Protection Act 2018;
- c) the Privacy and Electronic Communications Regulations (where applicable);
- d) any replacement, amended or subsequent legislation.

11.2 Where the Referral Partner passes personal information to Guarantor Insure, it warrants that:

- a) it has a lawful basis for doing so;
- b) any required privacy notices have been provided;
- c) any required consent has been obtained where applicable, with proof being retained;
- d) the information supplied is accurate to the best of its knowledge.

11.3 The Referral Partner shall implement appropriate technical and organisational measures to protect personal data.

11.4 Personal information supplied by Guarantor Insure shall be used solely for the purposes of this Agreement.

11.5 Neither party shall knowingly do anything that causes the other party to breach data protection legislation.

11.6 Each party acts as an independent controller of personal data processed under this Agreement and shall comply with UK GDPR and the Data Protection Act 2018.

## 12. Confidentiality

12.1 Each party agrees to keep confidential all information obtained during the course of this Agreement including:

- a) business plans;
- b) pricing;

- c) referral fee arrangements;
- d) customer information;
- e) insurer information;
- f) underwriting information;
- g) marketing strategies;
- h) commercially sensitive information.

12.1.2 This obligation continues for five years following termination of this Agreement.

12.2 Confidential information may only be disclosed where:

- a) required by law;
- b) required by a regulator;
- c) necessary for legal proceedings;
- d) the other party has given prior written consent.

### **13. Intellectual Property**

13.1 All trademarks, logos, branding, website content, marketing materials and intellectual property belonging to Guarantor Insure remain the property of Guarantor Insure.

13.2 The Referral Partner receives a limited, non-transferable, revocable licence to use approved marketing materials solely for the purpose of making Referrals.

13.3 The Referral Partner shall immediately cease using all Guarantor Insure branding upon termination of this Agreement.

13.4 No ownership rights are transferred under this Agreement.

### **14. Compliance Monitoring**

14.1 Guarantor Insure reserves the right to monitor and review the Referral Partner's compliance with this Agreement, applicable regulatory requirements, and any policies, procedures, or guidance issued by Guarantor Insure from time to time.

- a) The Referral Partner shall provide reasonable cooperation and access to information required for compliance monitoring purposes, including (but not limited to):
- b) sales processes and customer journeys;
- c) customer communications and disclosures;
- d) records evidencing customer consent and data processing permissions;
- e) training records and competency information;
- f) use of approved marketing materials and financial promotions;
- g) complaints records and customer outcomes; and
- h) any other information reasonably required to assess compliance with applicable regulatory obligations.

14.2 Guarantor Insure may conduct monitoring activities through periodic reviews, information requests, sample testing, audits, or other reasonable oversight activities. The Referral Partner shall promptly address any issues identified and implement any remedial actions reasonably required by Guarantor Insure within the timescales specified.

14.3 Where material compliance concerns are identified, Guarantor Insure may take appropriate action, including requiring additional training, restricting activities, suspending access to systems or materials, withholding referral fees where appropriate, or terminating this Agreement.

### **15. Insurance Product Requirements and Customer Communications**

15.1 The Referral Partner acknowledges that Guarantor Insure acts as an insurance intermediary and that the Policy is underwritten by the insurer identified in the Policy documentation. The Referral Partner must not represent itself as the insurer, act as an authorised representative of the insurer, or suggest that it has

authority to make decisions regarding underwriting, policy acceptance, claims assessment, claims settlement, or payment of claims.

15.2 The Referral Partner shall only provide customers with information, materials and communications approved by Guarantor Insure and shall not amend, supplement or create its own promotional materials relating to the Services without prior written approval.

15.3 The Referral Partner must not:

- a) describe the Policy as providing guaranteed acceptance or guaranteed payment of claims;
- b) suggest that a claim will automatically be accepted or paid;
- c) provide assurances regarding the outcome, value, or timing of any claim;
- d) alter, amend, summarise, or interpret Policy terms, conditions, exclusions, or limitations in a way that may mislead customers;
- e) represent that the Policy removes or replaces any obligations of the customer under any agreement or contract; or
- f) make any statement which may conflict with the Policy documentation or insurer requirements.

15.4 The Referral Partner must ensure that customers are directed to the relevant Policy documentation, including the Policy Terms and Conditions and any applicable supporting documents, for full details of cover, exclusions, limitations, eligibility requirements, and claims procedures.

15.5 All decisions relating to underwriting, eligibility, policy acceptance, amendments, renewals, claims assessment, claims settlement, and payment of claims remain the responsibility of Guarantor Insure and/or the insurer, as applicable. The Referral Partner must not assess, approve, decline, negotiate, or settle claims unless expressly authorised in writing by Guarantor Insure or the insurer.

15.6 Where a customer raises a complaint, dispute, or concern relating to the Policy, insurer, claims process, sales process, or customer communications, the Referral Partner must promptly notify Guarantor Insure and provide reasonable assistance with any investigation or response. The Referral Partner must not make admissions of liability, reject complaints, or provide assurances on behalf of Guarantor Insure or the insurer unless authorised to do so.

15.7 The Referral Partner acknowledges that Policy terms, pricing, eligibility criteria, underwriting requirements, and product availability may change from time to time. The Referral Partner must cease using or distributing any outdated or withdrawn materials promptly following notification of such changes.

## **16. Anti-Fraud, Financial Crime, Modern Slavery and Sanctions**

16.1 The Referral Partner warrants that:

- a) neither it nor, to the best of its knowledge, any director, partner, beneficial owner or person exercising control over the business is currently subject to UK financial sanctions;
- b) it has not knowingly engaged in fraud, bribery, corruption or money laundering;
- c) it shall notify Guarantor Insure immediately if any such circumstances arise.

16.2 Guarantor Insure reserves the right to conduct sanctions screening throughout the duration of this Agreement.

16.3 Where Guarantor Insure reasonably believes that continuing the relationship would expose it to financial crime or sanctions risk, it may suspend or terminate this Agreement with immediate effect.

16.4 Each Party shall comply with all applicable anti-slavery and human trafficking laws, regulations and codes of practice, including the Modern Slavery Act 2015. Neither Party shall engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015.

## **17. Warranties**

The Referral Partner warrants that:

- a) it has authority to enter into this Agreement;

- b) all information supplied during onboarding is complete and accurate;
- c) it shall comply with Applicable Laws;
- d) it shall maintain appropriate licences and permissions required for its business;
- e) it shall promptly notify Guarantor Insure of any material changes.

## **18. Records**

18.1 The Referral Partner shall maintain adequate records relating to all Referrals made under this Agreement for a minimum period of six years from the date of the last Referral.

18.2 Such records shall be provided to Guarantor Insure upon reasonable request.

## **19. Suspension**

19.1 Guarantor Insure may suspend this Agreement immediately where it reasonably believes:

- a) there has been a breach of this Agreement;
- b) misleading marketing has been published;
- c) fraudulent activity has occurred;
- d) sanctions concerns exist;
- e) regulatory concerns arise;
- f) customer detriment may occur.

19.2 No Referral fees shall accrue during any period of suspension unless Guarantor Insure agrees otherwise in writing.

## **20. Term and Termination**

20.1 Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party.

20.2 Guarantor Insure may suspend the Referral Partner's access to systems, materials, customer journeys, or the ability to submit new business where reasonably necessary to investigate concerns, protect customers, maintain regulatory compliance, or manage operational risk.

20.3 Guarantor Insure may terminate this Agreement immediately by written notice where the Referral Partner:

- a) commits a material breach of this Agreement which cannot reasonably be remedied, or fails to remedy a breach within any timeframe specified by Guarantor Insure;
- b) fails to comply with applicable laws, regulations, regulatory guidance, or the requirements of any relevant regulatory body;
- c) engages in conduct which may reasonably expose Guarantor Insure, the insurer, or any associated party to regulatory, financial, legal, or reputational risk;
- d) provides false, inaccurate, misleading, incomplete, or fraudulent information;
- e) misuses customer data or fails to obtain appropriate customer consent before sharing information;
- f) uses unauthorised marketing materials or makes misleading statements about the Policy, cover provided, claims process, pricing, or services;
- g) becomes subject to sanctions, restrictions, regulatory action, insolvency proceedings, or other circumstances which reasonably call into question its suitability to continue acting as an Referral Partner; or
- h) otherwise acts in a manner inconsistent with the fair treatment of customers or the obligations expected under applicable Consumer Duty requirements.

20.4 On termination, the Referral Partner must immediately cease:

- a) representing itself as connected with Guarantor Insure;
- b) using Guarantor Insure branding, systems, documentation, or marketing materials; and
- c) submitting new applications or introducing new customers unless otherwise agreed in writing.

20.5 Termination shall not affect any rights or obligations accrued before the termination date, including obligations relating to confidentiality, data protection, record retention, regulatory cooperation, referral fee adjustments, or any other provisions intended to survive termination.

## **21. Limitation of Liability**

21.1 Nothing within this Agreement limits liability for:

- a) fraud or fraudulent misrepresentation;
- b) death or personal injury caused by negligence;
- c) any liability which cannot lawfully be excluded.

21.2 Subject to the above, Guarantor Insure's total liability under this Agreement shall not exceed the total Referral fees paid during the twelve months preceding the event giving rise to the claim.

21.3 Guarantor Insure shall not be liable for indirect, consequential or loss of profit.

## **22. Force Majeure**

Neither party shall be liable for delay or failure arising from circumstances beyond its reasonable control including but not limited to; natural disasters, war, terrorism, cyber incidents, utility failures, pandemic, industrial disputes, government action.

## **23. Notices**

23.1 The parties agree that electronic communications may be used for all matters relating to this Agreement, including notices, records, documentation, and communications relating to Referrals and Policies.

23.2 Notices shall be deemed received on the next Business Day following transmission by email where no delivery failure is received.

23.3 Electronic records and communications shall be treated as valid and binding unless Applicable Laws or Regulatory Requirements require otherwise.

## **24. Entire Agreement**

24.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, representations and agreements relating to its subject matter.

24.2 Neither Party has relied on any representation except those expressly contained in this Agreement.

## **25. Variation**

25.1 No variation of this Agreement shall be effective unless agreed in writing by both parties.

25.2 Guarantor Insure may amend operational procedures or compliance requirements where reasonably necessary to comply with legal or regulatory obligations, provided reasonable notice is given where practicable.

## **26. Assignment**

26.1 The Referral Partner may not assign or transfer its rights under this Agreement without Guarantor Insure's prior written consent.

26.2 Guarantor Insure may, but is not obligated to, assign this Agreement to any successor business or group company.

## **27. Governing Law**

27.1 This Agreement shall be governed by the laws of England and Wales.

27.2 The courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising from this Agreement.

## **28. Third Party Rights**

A person who is not a party has no rights under the Contracts (Rights of Third Parties) Act 1999.



## Schedule 1 – Referral Fees & Declaration

The agreed fee payable per referral, subject to the full terms of this agreement is:

The Referral Partner confirms that they:

- a) have read and accept all terms of this Agreement;
- b) understand the limits of its role;
- c) will comply with all applicable laws, regulations and regulatory requirements relevant to its activities under this Agreement, including requirements relating to financial promotions, data protection, consumer protection, sanctions and anti-financial crime obligations.
- d) will cooperate with Guarantor Insure's due diligence and ongoing compliance monitoring.

Signed for and on behalf of Guarantor Insure:

Signature:

Name:

Position:

Date:

Signed for and on behalf of the Referral Partner:

Signature:

Name:

Position:

Date: