

Agreement for the provision of Health & Protection Services

Howden Employee Benefits & Wellbeing
General Terms of Business

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Introduction

Please read this document carefully as it contains the terms and conditions upon which we will provide the Services. This is an important legal document forming part of the contractual agreement between Howden Employee Benefits & Wellbeing ('HEBW') and the Client. This Agreement contains the full understanding of the Parties and supersedes any prior arrangements, statements or representations, whether written or oral, relating to the subject matter of this Agreement. The Terms become effective when HEBW provides the Services to you and, by us continuing to provide the services to you, you agree that the Terms are binding on you on and after that date, until subsequently amended, at a future date, in accordance with Clause 20.

In the Terms a number of defined terms are used. Their meaning can be found in Appendix A on pages 15, 16 and 17.

1 Our status

- 1.1** Howden Employee Benefits & Wellbeing Limited is part of the Hyperion Insurance Group Limited ("HIG") Registered in England and Wales under company number 2248238, with its registered office at One Creechurch Place, London EC3A 5AF. .
- 1.2** HIG has subsidiaries DUAL Underwriting Limited and DUAL Corporate Risks Limited ("DUAL") which operate as managing general agents on behalf of insurers.

2 Regulation

- 2.1** Howden Employee Benefits & Wellbeing Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA firm reference number is 312841. Our business for which we are FCA authorised is advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. You may check this on the FCA's register by visiting the FCA website, <https://register.fca.org.uk/> or by contacting the FCA on 0800 1116768.
- 2.2** Some Services, including but not limited to the data analytics and wellbeing services referred to in clause 3.1(a) below, and the Gladis Service and the Portal Services specified in Appendices B and C respectively, will be provided by RPA, part of the Hyperion Insurance Group. RPA is an appointed representative of Howden Employee Benefits & Wellbeing Limited. Its firm reference number with the Financial Conduct Authority is 597079.
- 2.3** We will provide the Services on the basis that you are a Commercial Client as defined in the Financial Conduct Authority's Handbook of Rules and Guidance. You will benefit from the regulatory protections afforded to this category of client by the Financial Conduct Authority's Handbook of Rules and Guidance.

3 Scope of services

3.1 Type of Services offered

- a) We offer advice to our clients, including, where required, by them, data analytics, in the area of health, protection and wellbeing of employees, and on setting up protection, healthcare, wellbeing and employee benefit related schemes, arranging insurance cover and other benefits with insurers and other providers of such services, and administering or assisting in the administration and ongoing management of such schemes. These include both insured and non-insured benefits.
- b) We also offer transactional and/or advisory services for your insurance requirements over a wide range of non-investment general insurance products.

Capacity in which we act

- c) In relation to your insurance requirements, as an insurance intermediary, and in relation to arranging non-insured benefits, we will normally act as your agent in all transactions. Where we

do not act as your agent and act as a principal in a transaction, we will always tell you. We arrange insurance with leading insurers and non-insured benefits with benefits providers, and will suggest one or more from a range, according to the nature of the product required.

4 Services provided

4.1 Ascertaining your requirements

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

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

4.2 Advice provided

We will provide you with information about the insurance and/or non-insured benefit cover we have agreed to enable you to decide whether or not to accept the insurance/non-insured benefit cover available on the terms provided by the insurance company/other benefit provider. We will answer any questions you may have on the proposed cover/benefit, its benefits, restrictions, exclusions and conditions. You will be responsible for reviewing information on the insurance coverage/benefit provisions suggested for you. If the indication of coverage/benefit and terms does not accord with your instructions, you should advise us immediately.

4.3 Copies of insurer and other benefit quotations

Upon request we shall provide you with copies of all the insurer and other benefit quotations we propose for your consideration. If you would like to receive the supporting quotation documentation, please specify this in your request.

4.4 Placing your insurance requirements/obtaining benefits

- a) Where the benefits are proposed to be covered by insurance, whilst we place your insurance, we will endeavor to keep you informed of the progress of our negotiations and identify any inability to obtain the coverage sought by you. We will use reasonable endeavors to implement your insurance programme, subject to available insurers, before the intended date of inception, renewal or extension of cover (whichever is appropriate).
- b) In relation to non-insured benefits, we will endeavor to keep you informed of the progress of our negotiations, and identify any inability to obtain the benefits sought by you. We will use reasonable endeavors to procure the non-insured benefits you require by the intended commencement date communicated to us.

4.5 Reviewing documentation

- i. You are responsible for reviewing the documentation we send you confirming that you have coverage in place with the insurer/benefits available from the benefit provider to ensure that it is in accordance with your instructions.
- ii. If you have any questions with regard to the coverage/benefits, limits or other terms and conditions, or concerns that we have not implemented your instructions correctly, please contact us immediately.

4.6 Review of terms offered

You should review the insurance premium/benefit provision payment terms we advise you of.

4.7 Payment of premiums

In relation to insured benefits, all premium payment terms must be met on time or your insurers will have the right to effect a notice of cancellation for non-payment of premium. We shall also advise you of any charges which are additional to the insurance premium. As regards non-insured benefits, failure to make payment on time may entitle the benefit provider to terminate the agreement with you.

4.8 Provision of policy documents

We will forward any policy documents for both insured and non-insured benefits, if applicable, and any amendments or endorsements to your policy as soon as reasonably practicable.

4.9 Review of insurers/benefit providers

- a) We assess the financial soundness of the proposed insurers we submit to you for consideration for your requirements, using public information including that produced by recognised rating agencies. However, we will not, in any circumstances, act as an insurer nor will we guarantee or otherwise warrant the solvency of any insurer. As a consequence, the suitability of any insurer rests with you. You should discuss with us any concerns you may have about an insurer.
- b) We will use reasonable endeavours to select appropriate non-insured benefits providers. In no circumstances, however, will we guarantee or otherwise warrant the solvency, competency, diligence or other attribute of such providers.

4.10 For Group Life and Income Protection only: Claims Handling

Where applicable, we will provide our claims handling services for the period of our appointment. These services can be continued beyond our appointment by mutual agreement. We may charge an additional fee for providing such a service. Upon the receipt of all necessary information from you, our claims handling services include notification of the claim or circumstances to insurers, representing you in the resolution of the claim and arranging the collection and/or settlement of the claim in accordance with market practice and your policy terms and conditions. Where claims are to be dealt with by you directly with insurers, we will provide you with advice and support as necessary.

5 Appointment

- 5.1 The Client hereby appoints and authorises HEBW to provide the Services to the Client in accordance with the Terms. HEBW shall be entitled to delegate the performance of all or any of its duties and functions and may subcontract the performance of its duties to a third party (whether or not a member of the Hyperion Insurance Group) providing that, at all times, it retains responsibility for the acts and omissions of the delegate or subcontractor as if its own.
- 5.2 HEBW accepts such appointment and agrees to provide the Services in accordance with the Terms until its appointment to provide the Services ceases in accordance with Clause 16.
- 5.3 HEBW shall supply the Services on a non-exclusive basis.
- 5.4 The termination of a Service shall be without prejudice to rights and obligations accrued in respect of such Service prior to the date on which its provision is terminated.
- 5.5 In the case of termination, where HEBW incurs any clawback of commission, the client will be liable for such amount.

6 Charging and payment

- 6.1 As consideration for the provision of the Services, the Client agrees to pay to HEBW the Charges in accordance with the Scoping Letter. Our remuneration shall be calculated either by way of brokerage (which is a percentage of the insurance premium paid by you and allowed to us by the insurer with whom your insurance contract is placed) or a fee, as agreed with you. If appropriate, and with your consent, we may receive a fee and brokerage. Brokerage and fees are earned for the policy period and we will be entitled to retain all fees and brokerage in respect of the

full policy period in relation to policies placed by us. We shall disclose to you the rate of the commissions we will earn before insurance is purchased.

- 6.2** The ongoing Charges shall be reviewed by HEBW at least annually on the anniversary of the Commencement Date ("Review date"). Any change in the Charges resulting from such an annual review shall be notified to the Client within forty Business Days of the Review Date and, subject to the Client agreeing to the new level of Charges, will take effect from the date of the most recent Review Date. A review of the Charges at any time other than on a Review Date shall take effect on such date as HEBW shall agree with the Client.
- 6.3** Should HEBW not receive payment of any Charges from the Client within 30 days after the due date for payment of any sum due in accordance with this Clause 6 (the "Due Date"), interest on any amount unpaid shall accrue from the Due Date until the date payment is received by HEBW at the rate of 4% per annum above the base rate of Barclays Bank plc during such period.
- 6.4** Unless otherwise stated, all amounts stated to be payable under this Agreement are stated as exclusive of any Value Added Tax ("VAT") at the rate applicable from time to time chargeable on these.

7 Payment of premium

- 7.1** You are required to pay the amount of any insurance premiums directly to the insurer named by us in the relevant payment documentation in cleared funds to ensure that settlement is made on or before the Payment Date.
- 7.2** Unless, in particular circumstances, otherwise specified by us, in relation to non-insured benefits, you are required to pay the amount of any fees or premiums directly to the benefit provider named by us in the relevant payment documentation in cleared funds, to ensure that payment is received on or before the Payment Date.
- 7.3** In relation to insured benefits, failure to meet the Payment Date may lead to insurers cancelling your policy, particularly where payment is a condition or warranty of a policy. As regards non-insured benefits, failure to make payment on time may entitle the benefit provider to terminate the agreement with you. It is imperative that you meet all Payment Dates. We are under no obligation to pay insurance premiums or premiums or charges relating to non-insured benefits to insurers/non-insured benefit providers on your behalf by the Payment Date.

8 Claims

- 8.1** Where appropriate, you are responsible for notifying claims or potential circumstances that may give rise to a claim in accordance with your insurance policy.
- 8.2** In presenting a claim to an insurance company, it is your responsibility to disclose all facts which are material to the claim. Therefore, to ensure full protection under your insurance policy or similar documentation provided, you should immediately familiarise yourself with the coverage conditions or other procedures relating to claims and claims notification.
- 8.3** Failure to adhere to the notification requirements particularly with regard to timing requirements may entitle insurers to deny your claim.
- 8.4** Please carefully consider any claims reporting instructions we provide to you because failure to report a claim in a proper and timely manner may jeopardise coverage of the claim. In addition, you should retain copies of all insurance policies and coverage documents as well as claims reporting instructions, as you may need to report claims after the termination of a policy, perhaps long after its expiry date. It is important, therefore, that you keep your policy documents in a safe place.

9 Duties of the Client with regard to raising concerns about the insurers/non-insured benefit provider and checking the policy documents /agreements

9.1 Choice of insurers/benefit providers

If you have any concerns with any insurers chosen for your insurance requirements/service providers selected to provide non-insured benefits, you must advise us as soon as possible.

9.2 Provision of policy documents

Although we will check the policy documents we send you, you are responsible for reviewing your policy to ensure that it accurately reflects the cover, conditions, limits and other terms that you require. Particular attention should be paid to any policy conditions, warranties and the claims notification provisions as failure to comply may invalidate your coverage. If there are any discrepancies you should contact us immediately.

10 Change in circumstances

You are required to advise us as soon as reasonably practicable of any changes in your circumstances that may affect the services to be provided by us or the cover provided under your insurance policy/benefits provided on a non-insured basis.

11 Relationship between the parties

Nothing in this Agreement shall constitute or be deemed to constitute a partnership or other form of joint venture between the Parties or constitute or be deemed to constitute either party the agent or employee of the other for any purpose whatsoever.

12 Warranties

HEBW warrants and undertakes to the Client that it:

- a) will at all times, comply with applicable legislation, statutory instruments and the rules and regulations of all relevant regulators as from time to time in force insofar as they relate to the performance of its obligations under this Agreement;
- b) will not do or omit to do anything that would cause it or the Client to be in breach of the Financial Services and Markets Act 2000 or the rules and regulations made under that statute, [or any other applicable legislation and/or regulations];
- c) has full capacity and authority to perform its duties under the Terms; and
- d) shall provide the Services required by the Terms with reasonable skill and care and that it shall ensure that its employees have the necessary skills and competencies, experience, equipment and other resources to enable them properly and expeditiously to perform the Services required by the Terms.

13 Provision of information, confidentiality and data protection

13.1 An insurance contract is one of the utmost good faith.

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

A circumstance is material if it would influence a prudent insurer's judgment in determining whether to take

the risk and, if so, on what terms.

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

- in some circumstances, avoid the policy from inception and in this event any claims under the policy would not be paid;
- impose different terms on your cover; and/or
- proportionately reduce the amount of any claim payable.

This duty applies:

- before your cover is placed;
- when it is renewed; and
- at any time that it is varied.

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

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

13.2 The Client acknowledges that it is a controller in relation to all Personal Data provided to HEBW in connection with this Agreement. The Client acknowledges that HEBW receives the Personal Data as an independent controller, and that all insurers and other third party benefit providers to whom the Personal Data may be transferred by HEBW receive such data as independent controllers.

13.3 Each of HEBW and the Client undertakes to the other that they will comply with their respective obligations as independent controllers under the Data Protection Laws and will not perform their respective obligations under this Agreement in such a way as to cause the other to breach any of its applicable obligations under the Data Protection Laws.

13.4 Without prejudice to the generality of its obligations under sub-clause 13.3, the Client warrants and undertakes that whenever Personal Data is provided to HEBW to enable it to perform its obligations and/or exercise its rights hereunder, and whether by the Client, the data subject of the Personal Data, or by any other third party, the Client has a valid justification under the Data Protection Laws to provide the same, including, where required, the duly evidenced consent of the relevant individual. In particular, whenever Personal Data that is sensitive, within the meaning of the DPA, or a special category, within the meaning of the GDPR, the Client warrants that it has a valid justification under the Data Protection Laws to provide or procure the provision of the same including, where necessary, explicit consent of the data subject. The Client further warrants and undertakes that it will, prior to the submission of any such data, have provided to the data subject a privacy notice relating to the data to be provided to HEBW under or pursuant to this Agreement, including the privacy notice provided by HEBW and set out in Appendix D as amended and updated from time to time. The Client confirms that it has read and understood, and agrees to, the terms of such privacy notice.

13.5 You acknowledge and agree that we and other companies in the Hyperion Insurance Group may hold and process, by computer or otherwise, any information about you, and Personal Data you provide or procure the provision of, in order to provide the Services and exercise rights under this Agreement.

13.6 You understand and agree that we and other companies in the Hyperion Insurance Group shall be entitled to create, use and provide to our customers and other third parties, without any payment to you, non-personalised statistical, trend and risk analysis ("Statistical Data") of any data that is held on the Gladis Service, the Portal Service or is otherwise made available to us in the course of the provision of the Services, provided that such Statistical Data:

- a) complies at all times with the obligations of confidentiality owed to you under the Terms;

- b) does not identify you as the source/provider of any Customer Data;
- c) does not specifically identify you or contain any Personal Data which you may have uploaded or procured to be uploaded to the Gladis or Portal Services or otherwise provided to us to perform the Services;
- d) seeks, so far as is reasonably practicable, to remove any information which could, in combination with other data which may be held by a third party to whom the Statistical Data is disclosed, allow that third party to identify you or any living individuals who are data subjects of your Customer Data.

13.7 Save as aforesaid; we will treat all information we hold about you as private and confidential, even when you are no longer a client. We will not disclose any information we hold about you to others except:

- a) to the extent we are required to do so, or reasonably believe ourselves to be so required, by law or regulatory requirements, or need to do so in order to obtain legal or other professional advice,
- b) where it is necessary to do so in order to provide the Services to you or to exercise a right under this Agreement (which you acknowledge may involve us disclosing information which you consider confidential or sensitive to insurers, non-insured benefit providers or others); or
- c) at your request or with your consent.

13.8 It is our intention, wherever possible, to avoid transferring Personal Data to countries outside the EEA, unless you request us in writing to do so. Where you request us to transfer Personal Data outside the EEA, you warrant to us that you have given the appropriate notices and, if required, obtained necessary consents from affected individuals to the transfer of that data. In other respects, we will comply with our obligations in relation to such transfers under the Data Protection Laws.

14 Liability

14.1 Nothing in the Terms shall exclude or limit the liability of either Party for death or personal injury resulting from the negligence of that Party or any of its officers, employees or agents or the liability of either Party for fraud.

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

- i) All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from this Agreement;
- ii) Nothing in this Agreement excludes or limits our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation;
- iii) Nothing in this Agreement excludes or restricts our duty or liability to you under the applicable regulatory regime;
- iv) Subject to clauses i), ii), and iii) above, our total liability to you, shall in the aggregate be limited to £10 million, and we shall not be liable to you for loss of or corruption of data, loss of profit, loss of anticipated savings, loss of business, loss of opportunity, depletion of goodwill, additional operational and administrative costs and expenses, the cost of procuring replacement goods or services, any punitive or exemplary damages or any indirect or consequential loss or damage.

15 Instructions

- 15.1** The Client authorises HEBW to rely on, and treat as fully authorised and binding on them, any order, instructions, information, correspondence, communication, request (including a request to cancel or change such communication) transmitted in writing, including by facsimile (fax) (an "Instruction") which purports to be given by the individuals duly authorised by the Client or on the Client's behalf, and is accepted by HEBW reasonably and in good faith without further enquiry on their part as to the genuineness, authority or identity of the person giving or purporting to give the same. The Client agrees that HEBW may rely on the information contained in any such communication and the Client accepts full responsibility for any errors or ambiguities, which may cause HEBW to reject the Instructions.
- 15.2** The Client will be responsible for, and bound by, all contract obligations, costs and expenses properly entered into or assumed by HEBW on behalf of the Client as a consequence of, or in connection with, any Instructions.
- 15.3** The Client understands and agrees that any request to cancel or change an Instruction must be given to HEBW in adequate time to enable them to act upon the request.
- 15.4** The Client understands and accepts that HEBW reserves the right to reject any Instruction, or request to change or cancel an Instruction, where, in HEBW's reasonable judgement, the Client's Instructions are unclear or conflicting and HEBW may choose not to act, without notice, on them until HEBW is satisfied that any ambiguity or conflict has been resolved. HEBW may refuse to act on any Instructions that HEBW believes are contrary to, or not clearly permitted by, applicable laws and regulations or other relevant requirement or if, in their judgement, execution of the Instruction or transaction may be prejudicial to the business or reputation of HEBW.
- 15.5** HEBW shall not be liable for any losses whatsoever resulting from or in connection with the Client attempting to countermand any outstanding Instruction, which has already given rise to binding rights or obligations other than in relation to the execution of the Client's countermand (or failure to execute the countermand).
- 15.6** HEBW will take reasonable steps to ensure any Instruction or other communication sent by e-mail remains confidential and secure but the Client agrees that HEBW will not accept any liability in relation to the confidentiality or security of e-mail communication and that any Instruction or other communication sent by that method is undertaken entirely at the Client's own risk. In addition, HEBW shall not be liable for any inherent risks (including the security risks of interception of or unauthorised access to such communications and the risks of viruses or other harmful devices). Notwithstanding that we have reasonable virus checking procedures on our systems, you will be responsible for virus checking all electronic communications sent to you. You will also be responsible for checking that messages received are complete. In the event of a dispute, neither of us will challenge the legal evidential standing of an electronic document and the HEBW system shall be deemed the definitive record of electronic communications and documentation.

16 Termination

- 16.1** Without prejudice to any other rights, this Agreement may be terminated immediately by either of the Parties (the "first party") giving written notice to the other (the "second party"), if the second party:
- a) commits any continuing or a material breach of any of the provisions of this Agreement. If in the opinion of the party not in breach of the Agreement (the "first party"), the breach shall be capable of remedy it may give written notice to the second party (the party in breach) setting out the particulars of the breach and requesting the second party to remedy the same (where capable of remedy) within 20 Business Days (the "Notice Period"). Failure by the second party to remedy the breach to the satisfaction of the first party within the Notice Period shall permit the Agreement to be terminated by that party (the first party) at the end of the Notice Period;

- b) suspends or ceases or threatens to suspend or cease its operations or business where such action in the reasonable opinion of the first party (the party which has not suspended or ceased or threatened to suspend or cease its operations or business) is likely to materially affect the ability of the second party to perform its obligations under this Agreement;
- c) engages in any act of willful misconduct which in the reasonable opinion of the first party (the party which has not engaged in any act of willful misconduct) is or is likely to be prejudicial to the interests of the first party;
- d) becomes bankrupt, insolvent, compounds with its creditors or shall have distress or execution levied upon its property or is wound up or goes into liquidation (except for the purposes of a bona fide reconstruction) or shall have a receiver, administrative receiver or administrator appointed over the whole or any part of its business or assets or shall suffer the appointment of any similar person under the laws of its domicile;
- e) ceases to carry on business as a going concern or ceases to be in a position to fulfil its obligations under the Agreement; or
- f) enters into any composition or deed of arrangement with its creditors or suffers execution or distress to be levied on any of its goods.

16.2 Subject to Clause 16.4, this Agreement may also be terminated by either Party giving to the other Party not less than three calendar months' written notice to the other Party or such other period to be agreed between the Parties, whereby such notice shall become effective and the Agreement may be terminated at the end of the Notice Period.

16.3 Upon the termination or expiry of this Agreement (for whatever reason):

- a) HEBW will be entitled to the Charges earned or accrued up to the date of termination or expiry (apportioned, if necessary, on a daily basis); and
- b) in the event that the Client (or any member of the Client's Group) makes any further use of the product of any of the Services after the date of termination or expiry (including, but not limited to, placing insurance with any insurer after the date of termination or expiry or using non-insured benefits providers as a result of recommendations or analysis provided by HEBW prior to the date of termination or expiry) then the Client shall pay to HEBW on demand the Charges which would have been payable by it with respect to such use had that been made by the Client during the term of this Agreement.

16.4 The exercise of the rights granted under Clause 16.1 and Clause 16.2 shall not prejudice or affect any right of action or remedy which may have already accrued or may accrue thereafter to either Party.

17 Waiver

17.1 Delay in exercising, or a failure to exercise, any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not preclude any other or further exercise of that right or remedy, or the exercise of any other right or remedy. A waiver of a breach of this Agreement shall not constitute a waiver of any subsequent breach.

18 Notices

18.1 All notices (including all other documents) to be served under this Agreement shall be in writing in English and shall be delivered or sent:
in the case of HEBW, to:
Howden Employee Benefits & Wellbeing
One Creechurch Place
London
EC3A 5AF
Attention: The Managing Director

in the case of the Client, to: the address shown on the Scope of Services letter accompanying this document or to such other address each Party may have notified in writing to the other Party.

19 Assignment

19.1 Neither Party shall be entitled to assign or transfer any of its rights under the Terms whether in whole or in part, without the prior written consent of the other Party.

20 Variation

20.1 These Terms may be amended by us on giving to you 45 days' notice in writing

21 The Contracts (Rights of Third Parties) Act 1999

21.1 No person who is not a party to this Agreement is entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

22 Severance

22.2 The Parties intend each provision of the Terms to be severable and distinct from the others. If a provision of the Terms is held to be illegal, invalid or unenforceable, in whole or in part, the Parties intend that the legality, validity and enforceability of the remainder of the Terms shall not be affected.

23 Entire agreement

23.1 The Terms (together with the Scoping Letter) sets out the entire agreement and understanding between the Parties relating to the matters contemplated by the Terms, and all conditions, terms and warranties, whether express or implied, are excluded if they are not expressly set out in the Terms.

24 Conflict of Interests

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

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

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

25. Financial crime

We are obliged to conduct reasonable due diligence to protect us and our clients against the risk of financial crime. At the start and throughout our relationship, we will require you to provide evidence to assist us in verifying your identity and/or legitimacy of any transactions we conduct on your behalf.

Neither party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any anti-bribery laws (including the Bribery Act 2010). Both parties shall also maintain their own policies and procedures which ensure compliance with the Criminal Finances Act 2017 in so far as it applies to them, in order to prevent the facilitation of tax evasion.

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

We shall not provide brokerage services or pay any claim or provide any benefit under this Agreement with any client that is the subject of any trade and economic Sanctions or embargos adopted and/or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the European Union and its Member States, Her Majesty's Treasury, the United Nations Security Council or other relevant economic sanctions and embargo control authority across the world (collectively referred to herein as "Sanctions"), nor is located, organised or resident in a country or territory that is the subject of comprehensive country Sanctions, including, without limitation, Iran, Crimean region of Ukraine and North Korea or any other country subject to comprehensive country Sanctions as these may be adopted and enforced from time to time.

We will also be unable to provide brokerage services for any targeted or transactional country Sanctions, including, without limitation, Syria, Cuba, Venezuela, Russia or any other targeted or transactional country Sanctions that may be adopted and enforced from time to time. The insurer may not be deemed to provide cover and may not be liable to pay any claim or provide any benefit under this agreement insofar as the provision of such cover, payment or claim may expose the insurer or its related companies to any prohibition or restriction under the Sanctions.

If Sanctions apply, we shall not be able to process already notified claims and your insurers may terminate your insurance contract, and not pay any notified claims. If you become subject to Sanctions after the entry into force of this Agreement, we may have to terminate our relationship and your insurer may invoke its cancellation rights under your insurance contract. The parties to this Agreement shall notify each other immediately of any suspicion of exposure to Sanctions.

25 Force majeure

25.1 HEWB shall not be liable to the Client for any delay in the performance of, or failure fully to perform, the obligations contained in the Terms or for any loss or liability which the Client incurs in consequence provided:

- a) it promptly notifies the other parties in writing of the nature and extent of the Force Majeure causing its failure or delay in performance;
- b) it could not have avoided the effect of the Force Majeure by taking precautions which, having regard to all the matters known to it before the Force Majeure, it ought reasonably to have taken, but did not; and
- c) it has used all reasonable endeavors to mitigate the effect of the Force Majeure to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible

25.2 If the Force Majeure prevails for a continuous period of more than three months, any party may terminate this Agreement by giving 10 Business Days' written notice to all the other Party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination.

26 Copyright

- 26.1** Unless HEBW expressly agrees otherwise in writing, the copyright in the original materials which are generated for the Client belongs to HEBW, but the Charges which the Client pays for HEBW's work permits the Client to make use of that material for the purposes for which it was created.

27 Complaints

- 27.1** If you are dissatisfied with the Services provided under the Terms, please raise your concerns with HEBW's Managing Director at the address set out in Clause 18.1. On request, we will provide you with a copy of our complaints procedure. If you are not satisfied with the outcome of our investigation of your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service ("FOS"). We will be happy to provide you with details of the FOS on request or you may contact the FOS direct.

28 Applicable law and jurisdiction

- 28.1** The Terms shall be governed by, and interpreted in accordance with, the Laws of England and Wales.
- 28.2** Each Party irrevocably submits to the exclusive jurisdiction of the English Courts in relation to all matters arising out of, or in connection with, the Terms.
- 28.3** The Terms apply to Services to be undertaken and performed in the United Kingdom and, in consequence, HEBW shall not be liable in respect of any claims pursued by means of legal proceedings instituted within the United States of America or Canada or any territories within the jurisdiction of the United States of America or Canada nor in respect of the enforcement of any judgment obtained arising out of proceedings in any court of the United States of America or Canada or any such territory.

1.1 In the Terms, unless the context otherwise requires, the following words and phrases shall bear the following meanings and may be used in the singular or plural, as appropriate:

“Agreement” means the contractual agreement that the Client enters into when it signs the Scoping Letter or is otherwise deemed to have entered into by HEBW providing the Services. It includes the Terms;

“Business Day” means any day except Saturday or Sunday in which banks in London are open for business;

“Charges” means the charges which the Client will pay to HEBW in exchange for the Services as set out in the “Scoping Letter” which should be read in conjunction with the Terms.

“Company” means Howden Employee Benefits & Wellbeing;

“Client”, “you” and “yours” means the Party which has entered into this Agreement with the Company;

“Client’s Group” means the Client, any holding company of the Client and any other subsidiary of such holding company;

“Data Protection Laws” means [until its repeal, the Data Protection Act 1998 ("DPA"),] the GDPR (with effect from 25 May 2018) and any laws and regulations that implement, supplement and/or amend the GDPR;

“Force Majeure” means any event or circumstance which is beyond the reasonable control of either party and which results in or causes the failure of that party to perform any of its obligations under this Agreement including act of God, strike, lockout or other industrial disturbance, act of the public enemy, war declared or undeclared, threat of war, terrorist act, blockade, siege, sanction, nuclear, chemical or biological contamination or sonic boom, revolution, riot, insurrection, civil commotion, criminal act, public demonstration, sabotage, act of vandalism, lightning, fire, storm, flood, earthquake, accumulation of snow, explosion, fault or failure of plant or machinery or any method of electronically transmitting funds, or computer or telecommunications equipment or software; or default of suppliers or sub- contractors (which is caused by circumstances beyond their reasonable control);

“GDPR” means the General Data Protection Regulation (EU) 2016/679;

“Parties” means the Client and HEBW and “Party” shall mean any one of Parties;

“Payment Date” means the date specified by which date you must have paid the insurance premium/non-insured benefit charge in cleared funds to the insurance company/non-insured benefit provider in respect of any insurance policies/non-insured benefits arranged by us under the Terms;

“Personal Data” has the meaning given in the Data Protection Laws;

“**HEBW**” means Howden Employee Benefits & Wellbeing and anyone who succeeds us or to whom HEBW assigns or novates its rights under this Agreement.

“**RedArc**” means RedArc Assured Limited (Company Number 3507417) whose registered office is at One Creechurch Place, London, EC3A 5AF;

“**RPA**” means Risk Policy Administration Limited (Company Number 07931426), whose registered office is at One Creechurch Place, London, EC3A 5AF;

“**Scoping Letter**” means a letter issued by HEBW to the Client in which HEBW sets out the Services which it will provide to the Client and Charges to be paid by the Client for the Services. The Scoping Letter should be read in conjunction with the Terms as it forms a part of the Agreement;

“**Service**” means any one of the Services; and

“**Services**” means the services provided by HEBW to the Client pursuant to the Terms and more fully detailed in the Scoping Letter, which forms part of this Agreement and shall not be amended unless as agreed by the Parties in writing from time to time.

“**Terms**” means the terms and conditions contained in this General Terms of Business; and

“**We**” “**us**” and “**our**” means HEBW.

- 1.2 Terms defined in the Data Protection Laws shall have the same meaning herein.
- 1.3 Any phrase introduced by the terms "including", "include", "in particular", or "such as", or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.4 Unless the context otherwise requires, all terms defined in the Data Protection Laws shall have the same meaning herein.
- 1.5 In this Agreement, unless the context otherwise requires:
 - (a) references to a "Clause" or an "Appendix" are to a Clause of, or an Appendix to, this Agreement;
 - (b) words in the singular include the plural and vice versa and words of any gender include every other gender and references to legal persons shall include natural persons and vice versa;
 - (c) the headings and contents table are inserted for convenience only and shall be ignored in the interpretation of the Terms;
 - (d) the Appendices to this Agreement shall have the same effect as if contained in the body of the Agreement and any references to the Agreement shall include the Terms and the Appendices;
 - (e) references to any statute or statutory provision include a reference to that statute or statutory provision as amended, extended or re-enacted or supplemented; and
 - (f) in the event of any conflict or dispute regarding the meaning of any term or phrase within the Terms, the matter shall be decided with reference always to each Party's obligations in terms of the Financial Services and Markets Act 2000, the Handbook of Rules and Guidance issued by the Financial Conduct Authority and other applicable guidance, regulations and legislation.

1 Introduction

- 1.1. This Appendix details certain additional terms and conditions which are applicable to the provision by us to you of our Gladis Service.

2 Additional definitions

- 2.1. Unless otherwise provided for in paragraph 2.2 below, words and expressions which are defined in the Terms shall have the same meanings where used in this Appendix.
- 2.2. In addition, in this Appendix the following words have the following meanings:

Customer Data means any data which you upload to the Gladis Service from time to time which may include, but is not limited to, information that may concern your employees, officers, and their dependants, whether or not they are subject to cover provided by any of your Insurers.

Gladis Service means an online portal made available by us and which allows: you to upload and manage via that portal information concerning those of your employees, officers and their dependants, who are subject to cover provided by any of your Insurers; and also allows your Insurers to access such information to the extent that it relates to policy cover which is provided by them. The Gladis portal is designed by and maintained through 'Psyon' which is a trading style of RPA.

Insurer means any insurer: (i) with whom you have arranged policy cover as a result of our provision of Services; or (ii) to whom any of your Customer Data may be disclosed as part of the Services in order to enable the insurer in question to consider and quote for any policy cover you may wish to arrange or for us to arrange on your behalf as part of any Services and who in either case has been authorised by us (at our discretion) to access the Gladis Service.

RPA means Risk Policy Administration Limited (Company Number 07931426) whose registered office is at One Creechurch Place, London, EC3A 5AF.

Working Hours means between 09:00 to 17:30 on any day other than a Saturday, Sunday or bank or other public holiday in England and Wales.

3 Licence to access and use the Gladis Service

- 3.1. In consideration of you, in addition to complying with your obligations under the main body of the General Terms of Business, agreeing to comply with your obligations under this Appendix with effect from the date of this Appendix we grant to you a non-exclusive, non-transferable and royalty free licence to access and use the Gladis Service in accordance with the terms and conditions of the Agreement for the term of the Agreement only.
- 3.2. For the avoidance of doubt, other than the licence granted to you under paragraph 3.1 above you shall not acquire any right or title in or to any intellectual property or other rights in or capable of subsisting in the Gladis Service.
- 3.3. We confirm that we are the owner of all intellectual property rights in or capable of subsisting in the Gladis Service and/or that we hold the necessary authority from any applicable third party owner of any such intellectual property rights to grant you the licence under paragraph 3.1 above.
- 3.4. You shall maintain in strict confidence at all times any user names, access codes or other authorisations which may be provided or allocated to you by us and/or via the Gladis Service from time to time together with any associated passwords (and, where you are responsible for setting your own password shall ensure that those are sufficiently robust in accordance with generally

accepted password security recommendations in the IT industry from time to time) and shall not disclose the same to any other person.

- 3.5.** You shall immediately inform us of any actual or suspected loss, theft, publication or disclosure of any of your user names, access codes, other authorisations or passwords for the Gladis Service and/or of any actual or suspected unauthorised access to or use of the Gladis Service of which you become aware.
- 3.6.** You shall not:
- a)** use or attempt to use the Gladis Service for any illegal or unlawful purpose and/or for the purposes of publishing or otherwise distributing materials which are offensive, defamatory or in breach of any intellectual property rights belonging to any third party;
 - b)** use or attempt to use the Gladis Service in any way which disrupts, restricts or interferes with the provision of the Gladis Service by us and/or its availability to and use by other users authorised by us;
 - c)** access or attempt to access any part of the Gladis Service which you are not authorised to access and/or to access any data which is held on or accessible via the Gladis Service other than your Customer Data and any other data made publicly available on or via the Gladis Service; and/or
 - d)** reverse engineer, decompile, copy, distribute, disseminate, sub-licence, modify, translate, scan and/or adapt any software or other code or script which forms part of or is accessible via the Gladis Service.
- 3.7.** The licence granted to you under paragraph 3.1 above is personal and other than those individual employees of yours who you authorise from time to time to access and use the Gladis Service on your behalf (and for whose acts and omissions you shall be vicariously liable to us for as if those were the acts or omissions of you yourself) you shall not permit any other person to access and use the Gladis Service (whether or not in return for payment) using any user names, access codes or other authorisations which may be provided by us [or we permit you to set up] to you from time to time.
- 3.8.** Upon termination or expiry of the Agreement the licence granted to you under paragraph 3.1 above shall automatically terminate and you shall cease to have any further right to continue to access and use the Gladis Service and we shall cease to have any obligation to continue to make the Gladis Service available for access and use by you.

4 Provision of Gladis service and service standards

- 4.1. With effect from the date of this Appendix we shall make the Gladis Service available to you using reasonable skill, care and diligence and in accordance with all applicable laws and regulations including those of any regulator.
- 4.2. We shall use reasonable endeavours to ensure that the Gladis Service is continually available and accessible during and outside of Working Hours.
- 4.3. Notwithstanding paragraph 4.2 above, we shall be entitled to temporarily suspend access to the Gladis Service as may be reasonably necessary from time to time in order to carry out maintenance and upgrade work; in the event of any actual or suspected security breach; and/or in the event of any other emergency. We shall use reasonable endeavours to provide you with as much notice of any suspension of the Gladis Service as is possible in the circumstances and to undertake any planned maintenance or upgrade work outside of Working Hours where it is reasonably possible to do so.
- 4.4. You acknowledge that the Gladis Service is a web based portal and that you shall be solely responsible at your own expense for ensuring that you have in place the hardware, software and IT infrastructure necessary to enable you to access the Gladis Service via the internet and that such hardware, software and IT infrastructure complies with any minimum system requirements which we may notify to you from time to time.
- 4.5. We shall be entitled at our discretion from time to time to make variations or amendments to the Gladis Service which might include, but are not limited to, adding to or removing functionality which is provided by the Gladis Service and we shall endeavour to give you at least 30 days-notice of any such variations or amendments. You acknowledge that as the Gladis Service is being made available to you without additional charge you shall have no claim against us in connection with any such variations or amendments which we may introduce from time to time.
- 4.6. You acknowledge that we are entitled to decide at our discretion which Insurers are authorised to access and use the Gladis Service and that we shall also be entitled at our discretion to terminate or suspend at any time and for any reason the use by any Insurer of the Gladis Service without incurring liability to you.
- 4.7. Pursuant to clause 5.1 of the attached General Terms of Business HEBW has delegated the performance of part of the services (including the provision of the Gladis Service) to RPA who are the owners or authorised licensees of the intellectual property rights subsisting in the Gladis Service. RPA is also an Appointed Representative of Howden Employee Benefits & Wellbeing Limited. RPA provides, through the Gladis Service, services relating to the arrangement of non-investment insurance contracts. Accordingly, wherever applicable in this Appendix B, references to HEBW include RPA. RPA, like HEBW, receives and processes any Customer Data that comprises or incorporates Personal Data, as an independent controller.

5 Customer data

- 5.1. You must upload your Customer Data onto the Gladis Service in the requested format each month or in such other format and/or at such other frequencies as we may reasonably request, unless agreed otherwise. You must ensure that all Customer Data which is uploaded by you is complete, accurate and not misleading and does not contain any virus, Trojan horse or other malicious or disabling code.
- 5.2. You acknowledge and agree that we/RPA will permit Insurers, acting as controllers, to access any Customer Data which you upload onto the Gladis Service: (i) which concerns the policies which you have in place with those Insurers; and/or (ii) which is required to enable Insurers to consider and quote for any policy cover you may wish to arrange and/or for us to arrange on your behalf as part of any Services and you confirm that we have your agreement to grant such access to those Insurers. You also confirm that you have provided each of those Insurers with any necessary permissions, consents, authorisations and licences which may be required to permit such access to your Customer Data and that you have given all required privacy notices to and obtained and appropriately evidenced any necessary permissions and consents from the individual data subjects whose Personal Data forms part of any Customer Data, to upload their Personal Data onto the Gladis Service for such purposes.
- 5.3. You acknowledge and agree that we are not responsible for any use which is made by any of your Insurers of any Customer Data which you, the relevant data subject or any other individual or third party upload onto the Gladis Service nor shall we be liable to you or the data subjects for any acts or omissions of any Insurers concerning their storage, handling or processing of any of your Customer Data which they access via the Gladis Service.
- 5.4. You acknowledge and agree that we/RPA and other companies in the Hyperion Insurance Group shall be entitled to create, use and provide to our clients and other third parties, without any payment to you, non-personalised statistical, trend and risk analysis ("Statistical Data") of any data which is held on the Gladis Service provided that such Statistical Data: (a) complies at all times with the obligations of confidentiality which we owe to you under the Terms; (b) does not identify you as the source/provider of any Customer Data; (c) does not specifically identify you or contain any Personal Data which you may have uploaded or procured to be uploaded to the Gladis Service; and (d) seeks so far as is reasonably practicable to remove any information which could in combination with other data which may be held by a third party to whom the Statistical Data is disclosed allow that third party to identify you or any living individuals who are data subjects of your Customer Data.
- 5.5. The Gladis Service is not intended to act as a data back-up or business continuity service and you should therefore ensure that any Customer Data which you upload onto the Gladis Service is backed-up in accordance with arrangements which are appropriate to support the continued operation of your business in the event of the unavailability of the Gladis Service and/or the loss or corruption of any Customer Data which is held via the Gladis Service.

1 Introduction

- 1.1 This Appendix details certain additional terms and conditions which are applicable to the provision by us to you of our Portal Services.

2 Additional definitions

- 2.2 Unless otherwise provided for in paragraph 2.2 below, words and expressions which are defined in the Terms shall have the same meanings where used in this Appendix.

- 2.3 In addition, in this Appendix the following words have the following meanings:

Customer Data means any data which you, or we/RPA on your behalf, upload to the Portal Service from time to time which may include, but is not limited to, information that may concern your employees and officers, and/or their dependants, whether or not they are subject to services provided within 'Portal'.

Employees means any of your employees (or employees of the Client's Group) who you authorise to access and use the Portal Services.

Portal Services means services relating to the provision of the 'Portal', an online communication and benefits administration system.

Insurer means any insurer, as defined by monthly provider reporting: (i) with whom you have arranged policy cover as a result of our provision of Services; or (ii) to whom any of your Customer Data or any data provided by any of your Employees may be disclosed as part of the Services in order to enable the insurer to provide cover.

Provider means any third party supplier, as defined by monthly provider reporting: (i) with whom you have arranged services to be included in Portal Service as a result of our provision of Services; or (ii) to whom any of your Customer Data or any data provided by any of your Employees may be disclosed as part of the Services in order to enable the insurer to provide cover [or the Provider to provide benefits].

RPA means Risk Policy Administration Limited (Company Number 07931426) whose registered office is at One Creechurch Place, London, EC3A 5AF and in whose name you may receive invoices for the provision of 'Portal' services.

Working Hours means between 09:00 to 17:30 on any day other than a Saturday, Sunday or bank or other public holiday in England and Wales.

3 Licence to access and use the Portal Service

- 3.1** In consideration of you, in addition to complying with your obligations under the main body of the General Terms of Business, agreeing to comply with your obligations under this Appendix with effect from the date of this Appendix we grant to you a non-exclusive, non-transferable and royalty free licence (together with the right for you to sub-licence your employees) to access and use the Portal Services in accordance with the terms and conditions of the Agreement for the term of the Agreement only.
- 3.2** For the avoidance of doubt, other than the licence granted to you under paragraph 3.1 above you shall not acquire (nor shall your Employees acquire) any right or title in or to any intellectual property or other rights in or capable of subsisting in the Portal Service.
- 3.3** We confirm that we are the owner of all intellectual property rights in or capable of subsisting in the Portal Service and/or that we hold the necessary authority from any applicable third party owner of any such intellectual property rights to grant you the licence under paragraph 3.1 above.
- 3.4** You shall maintain (and shall procure that your Employees maintain) in strict confidence at all times any user names, access codes or other authorisations which may be provided or allocated to you or your Employees (as applicable) by us and/or via the Portal Service from time to time together with any associated passwords (and, where you or your Employees are responsible for setting your own password shall ensure that those are sufficiently robust in accordance with generally accepted password security recommendations in the IT industry from time to time) and shall not disclose (and shall procure that your Employees shall not disclose) the same to any other person.
- 3.5** You shall immediately inform us of any actual or suspected loss, theft, publication or disclosure of any of your or any of your Employee's user names, access codes, other authorisations or passwords for the Portal Service and/or of any actual or suspected unauthorised access to or use of the Portal Service of which you become aware.
- 3.6** You shall not (and shall procure that your Employees shall not):
- a)** use or attempt to use the Portal Service for any illegal or unlawful purpose and/or for the purposes of publishing or otherwise distributing materials which are offensive, defamatory or in breach of any intellectual property rights belonging to any third party;
 - b)** use or attempt to use the Portal Service in any way which disrupts, restricts or interferes with the provision of the Portal Service by us and/or its availability to and use by other users authorised by us;
 - c)** access or attempt to access any part of the Portal Service which you are not authorised to access and/or to access any data which is held on or accessible via the Portal Service other than your Customer Data or, in the case of your Employees, any data other than that which concerns them and their use of the Portal Service but in either case, excluding any other data made publicly available on or via the Portal Service; and/or
 - d)** reverse engineer, decompile, copy, distribute, disseminate, sub-licence, modify, translate, scan and/or adapt any software or other code or script which forms part of or is accessible via the Portal Service.

- 3.7** The licence granted to you under paragraph 3.1 above is personal and other than those individual Employees whom you authorise from time to time to access and use the Portal Service (and for whose acts and omissions you shall be vicariously liable to us for as if those were the acts or omissions of you yourself) you shall not permit any other person to access and use the Portal Service (whether or not in return for payment) using any user names, access codes or other authorisations which may be provided by us to you [or we permit you to set up] from time to time.
- 3.8** Upon termination or expiry of the Agreement the licence granted to you under paragraph 3.1 above shall automatically terminate and you and your Employees shall cease to have any further right to continue to access and use the Portal Service and we shall cease to have any obligation to continue to make the Portal Service available for access and use by you and your Employees.

4 Provision of Portal Service and service standards

- 4.1** With effect from the date of the agreed launch we shall make the Portal Service available to you and your Employees using reasonable skill, care and diligence and in accordance with all applicable laws and regulations including those of any regulator.
- 4.2** We shall use reasonable endeavours to ensure that the Portal Service is continually available and accessible during and outside of Working Hours.
- 4.3** Notwithstanding paragraph 4.2 above, we shall be entitled to temporarily suspend access to the Portal Service as may be reasonably necessary from time to time in order to carry out maintenance and upgrade work; in the event of any actual or suspected security breach; and/or in the event of any other emergency. We shall use reasonable endeavours to provide you with as much notice of any suspension of the Portal Service as is possible in the circumstances and to undertake any planned maintenance or upgrade work outside of Working Hours where it is reasonably possible to do so.
- 4.4** You acknowledge that the Portal Service is a web based portal and that you shall be solely responsible at your own expense for ensuring that you and your Employees have in place the hardware, software and IT infrastructure necessary to enable you to access the Portal Service via the internet and that such hardware, software and IT infrastructure complies with any minimum system requirements which we may notify to you from time to time.
- 4.5** We shall be entitled at our discretion from time to time to make variations or amendments to the Portal Service which might include, but are not limited to, adding to or removing functionality which is provided by the Portal Service and we shall endeavour to give you at least 30 days-notice of any such variations or amendments. You acknowledge that as the Portal Service is being made available to you without additional charge you shall have no claim against us in connection with any such variations or amendments which we may introduce from time to time.
- 4.6** You acknowledge that we are entitled to decide at our discretion which Insurers and other Providers are authorised to access and use the Portal Service and that we shall also be entitled at our discretion to terminate or suspend at any-time and for any reason the use by any Insurer [or other Provider] of the Portal Service without incurring liability to you.

- 4.7** Pursuant to clause 5.1 of the attached General Terms of Business Howden Employee Benefits & Wellbeing has delegated the performance of part of the services (including the provision of the Portal Service) to RPA who are the owners or authorised licensees of the intellectual property rights subsisting in the Portal Service. RPA is also an Appointed Representative of Howden Employee Benefits & Wellbeing Limited. RPA provides, through the Portal Service, services relating to the arrangement of non-investment insurance contracts and other benefits.

Accordingly, wherever applicable, references in this Appendix C include RPA. RPA, like HEBW, receives and processes any Customer Data that comprises or incorporates Personal Data as an independent controller.

5 Customer data

- 5.1** You must upload or provide your Customer Data as agreed onto the Portal Service in the requested format each month or in such other format and/or at such other frequencies as we may reasonably request, unless agreed otherwise. You must also ensure that where your Employees are to be responsible for providing any data themselves that they upload or provide that data onto the Portal Service in the requested format at such frequencies as we may reasonably request. You must ensure that all Customer Data which is uploaded by you together with any data which is uploaded by your Employees is complete, accurate and not misleading and does not contain any virus, Trojan horse or other malicious or disabling code.
- 5.2** You acknowledge and agree that we/RPA will provide to Insurers or Providers, acting as independent controllers, any Customer Data (i) which concerns the policies which you or your Employees or officers and/or their dependants have in place with those Insurers or Providers; and/or (ii) which is required to enable Insurers or Providers to consider and quote for any policy cover/non-insured benefits you or your Employees may wish to arrange and/or for us to arrange on your behalf or the behalf of any of your Employees as part of any Services and you confirm that we have your agreement to grant such access to those Insurers or Providers and that you have given all required privacy notices to and obtained and appropriately evidenced any necessary consents from your Employees and, where appropriate, their dependants, to permit us to grant such access to your Insurers and Providers. You also confirm that you have provided each of those Insurers and Providers with any necessary permissions, consents, authorisations and licences which may be required to permit such access to your Customer Data and that you have obtained any necessary permissions and consents from the individual data subjects whose Personal Data forms part of any Customer Data to upload their Personal Data onto the Portal Service for such purposes.

- 5.3** You acknowledge and agree that we are not responsible for any use which is made by any of your Insurers or Providers of any Customer Data which you or the relevant data subject upload or provide to be uploaded onto the Portal Service and/or which is provided by any of your Employees in the course of their use of the Portal Service nor shall we be liable to you or your Employees or data subjects for any acts or omissions of any your Insurers or Providers concerning their storage, handling or processing of any of your Customer Data and/or of any other data which is provided by any of your Employees in the course of their use of the Portal Service.
- 5.4** You acknowledge and agree that we/RPA and other companies in the Hyperion Insurance Group shall be entitled to create, use and provide to our customers and other third parties without any payment to you, non-personalised statistical, trend and risk analysis ("Statistical Data") of any data which is held on the Portal Service provided that such Statistical Data: (a) complies at all times with the obligations of confidentiality which we owe to you under the Terms; (b) does not identify you as the source/provider of any Customer Data; (c) does not specifically identify you or contain any Personal Data which you may have uploaded or procured to be uploaded to the Portal Service; and (d) seeks so far as is reasonably practicable to remove any information which could in combination with other data which may be held by a third party to whom the Statistical Data is disclosed allow that third party to identify you or any living individuals who are data subjects of your Customer Data.
- 5.5** The Portal Service is not intended to act as a data back-up or business continuity service and you should therefore ensure that any Customer Data which you upload or provide to be uploaded onto the Portal Service along with any other data which is provided by any of your Employees in the course of their use of the Portal Service is backed-up in accordance with arrangements which are appropriate to support the continued operation of your business in the event of the unavailability of the Portal Service and/or the loss or corruption of any Customer Data or other data which is held via the Portal Service.