

"PASSIVE" INTRODUCER AGREEMENT between:

_____ a company registered in England and Wales under company number _____ whose registered address is at: _____
_____ ("**the Introducer**")

and **Barbarus Limited** (trading as "**Insignia Underwriting**") a company registered in England and Wales under company number 08693210 whose registered address is at Epsilon House, West Road, Ipswich IP3 9FJ and who are registered under FCA FRN: 617848.

This agreement ("Agreement") sets out the terms and conditions on which the Introducer will provide introductory services to Insignia.

1. Term of the Agreement

- a) This Agreement shall commence on _____ and shall continue until or unless terminated in accordance with any of Sub-clauses 1 b) to c) of this Agreement;
- b) This Agreement may be terminated:
 - i. upon 7 days' prior written notice by either party to the other, which notice shall be effective 30 days following the date upon which it is delivered by hand or facsimile to the Managing Director of either Party or,
 - ii. immediately upon written notice by either party in the event that if following a breach of this Agreement by either party ("the Breaching Party") the other shall have served a notice requiring that the Breaching Party shall remedy that breach and 14 days following service of that notice the breach has not been remedied.
- c) This Agreement shall be terminated with immediate effect in the event that either party becomes insolvent, is wound up, liquidated or makes arrangements with its creditors or in the event that there is a change in ownership of the Introducer.

2. Introductions

- a) The Introducer may make available or provide to any customers or potential customers ("Prospective Customers") of the Introducer any of the following information and or documents in relation to Insignia Underwriting;
 - i. Contact details for Insignia Underwriting
 - ii. Confirmation that Insignia Underwriting is able to provide insurance products and services relating to various Insurances and,
 - iii. Brochures, leaflets, website advertisements provided from time to time by Insignia Underwriting relating to Insurance offerings and services.
- b) The Introducer shall not during the course of following or in connection with an Introduction:
 - i. Make any recommendation in relation to available or potentially available insurance contracts and/or insurance mediation services available;
 - ii. Assist or advise the Prospective Customers in connection with the completion of a proposal form or similar;
 - iii. Assist or advise the Prospective Customers in connection with the provision of any information to Precision or to insurers, whether or not in relation to a claim under a contract of insurance.
- c) The Introducer shall not during the course of or in connection with an Introduction or otherwise:
 - i. Refer to Insignia Underwriting in any marketing material or promotional material belonging to or produced or on behalf of by the Introducer or any other party;
 - ii. Use, copy or disseminate the logo, branding or other intellectual property of Insignia Underwriting in any marketing, promotional or other material produced by or on behalf of Insignia Underwriting unless agreed by Insignia Underwriting;
 - iii. Describe itself as an employee or consultant of Insignia Underwriting.
- d) Following an Introduction the Introducer shall not:
 - i. Correspond or communicate with the Prospective Customers in connection with contracts of insurance or insurance mediation services;
 - ii. Accept from the Prospective Customers or any other party premium or claims monies or correspondence for transmission to Insignia Underwriting in connection with contracts of insurance or insurance mediation services.

3. Introduction Commission

- a) If during the 12 calendar months following an Introduction which the Introducer has advised to Insignia Underwriting in accordance with Clause 2 b) above the Client chooses to instruct Insignia Underwriting and Insignia Underwriting arranges a contract of insurance for that Prospective Customer, Insignia Underwriting shall in consideration of that Introduction pay to the Introducer an introduction commission ("Introduction Commission") in the amount and in the manner set out at Sub-clauses 3 b) to e) below:
- b) The Introduction Commission shall be 1% of the commission and/or fee excluding VAT which Insignia has received in relation to a contract of insurance arranged by Insignia Underwriting on behalf of the Prospective Customers during the 12 calendar months following the date of the Introduction (Insignia Underwriting's Commission");
- c) The Introducer's Commission shall be inclusive of all value added tax ("VAT") that may fall due;
- d) Insignia Underwriting will advise the Introducer in writing if a refund or rebate of premium and Insignia Underwriting Commission is to be made to the Client and shall confirm the amount of Introducer's Commission which must be refunded as part of that refund or rebate;
- e) Upon receipt of notice from Insignia Underwriting under Sub-clause 3d) above the Introducer shall immediately provide the refund of the Introducer's Commission required by that notice.

4. Warranties

The Introducer warrants and confirms that it does not and will not conduct a regulated activity as defined by the FCA without FCA authorisation.

5. Confidentiality and Data Protection

- a) The Introducer and Insignia Underwriting agree that they will both treat information provided by the other as confidential and neither will disseminate or use save for the purposes of this Agreement such confidential information received from the other;
- b) The Introducer confirms that it will not provide to Insignia Underwriting any information concerning Prospective Customers or any person connected with them in breach of the Introducer's obligations under the Data Protection Act 1998, or the terms of this Agreement.

6. Contracts (Rights of Third Parties) Act 1999

Save as provided herein the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

7. Law and Jurisdiction

- a) This Agreement, its interpretation, application and enforcement shall be determined in accordance with the laws of England and Wales;
- b) In the event of a dispute arising between the parties in connection with this Agreement it shall in the first instance be referred in writing to the Managing Director of each of the Introducer and Insignia Underwriting who shall within 14 days meet to discuss the dispute with a view to resolving that dispute;
- c) If 7 days following the meeting described at 7 b) above the dispute has not been resolved the matter shall be subject to the jurisdiction of the County Courts of England and Wales and if the amount disputed is within the qualifying limits it shall be subject to the jurisdiction of the Small Claims Court.

8. Entire Agreement

This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.

Signed for and on behalf **Insignia Underwriting** by

Name in Full

Job Title

Date

Signed for and on behalf of the **Introducer** by

Name in Full

Job Title

Date