

## NON-REGULATED INTRODUCERS AGREEMENT

This is an Introducers Agreement (the 'Agreement') between:

Provisional Marmalade Limited (the 'Company') who are independent general insurance brokers regulated by the Financial Conduct Authority (FCA) and whose principal place of business is situated at Marmalade House, Alpha Business Centre, Mallard Road, Bretton, Peterborough, PE3 8AF.

and

The 'Introducer' being a person or company whose main business is providing driving tuition and whose business does not involve any aspect of financial services or the distribution of any financial services products regulated by the FCA.

### TERMS OF AGREEMENT

The Introducer agrees to display and/or pass on information regarding the Company and its insurance products to clients of the Introducer ('Clients') in order that such Clients may contact the Company for advice on insurance matters and/or to make arrangements with a view to effecting an insurance policy, as required.

The Introducer further agrees that they:

1. Will not engage in any regulated general insurance activities relating to such introductions, which include but are not limited to:
2. Giving advice on a particular insurance product
  1. Providing quotations to a Client
  2. Collecting premiums or handling any monies in connection with any insurance transacted by the Company
  3. Completing or helping a Client to complete a proposal for insurance or collecting any information necessary to do so
  4. Providing advice or opinions in relation to any claim or potential claim
  5. Providing advice or response in relation to any complaint
  6. Recommending or specifically not recommending any particular insurance policy or provider.
3. Will inform the Company immediately on becoming aware of any complaint made against the Introducer or the Company
4. Will not hold themselves out as an agent of the Company or as being regulated by the FCA to introduce business
5. Will not handle any Client communications (written, verbal or electronic) regarding any general insurance products and will request that the Client redirect any such communications immediately to the Company
6. Will not display any insurance literature other than brochures and other general information provided by the Company
7. Will, upon notification from the Company, immediately withdraw out-of-date brochures and/or information and replace them with new brochures and/or information, as requested by the Company
8. Will ensure all relevant staff are aware of the details of this Agreement
9. Will not in any way commit the Company in contract or otherwise in respect of any general insurance policies. The Company will not accept responsibility for anything said or done by the Introducer which has not been expressly authorised by the Company or which conflicts with anything contained in this Agreement
10. Will not engage in any activity, practice or conduct that may constitute an offence under any applicable laws or regulations designed to combat bribery, fraud or corruption, including the Bribery Act 2010 and will at all times maintain appropriate systems and controls, including monitoring systems, to ensure compliance with such laws or regulations.
11. Will not use the Marmalade brand or copy for marketing purposes without the express permission of the Company

The Company agrees that upon the introduction of a client (the 'Client') to the Company that it will:

1. Deal with the Client in compliance with the regulations of the Financial Conduct Authority
2. Pay to the Introducer the commission shown in APPENDIX 1.

### ASSIGNATION

The Introducer may not assign this Agreement to any other party and nothing in this Agreement creates any right enforceable by anyone who is not a party to it.

### GENERAL

1. The Introducer shall cooperate fully with any Compliance Officer or other duly authorised individual appointed by the Company insofar as complying with its duties under the Financial Services and Markets Act 2000 and the Rules of the Financial Conduct Authority.
2. This Agreement shall be governed by and construed in accordance with English law and each party agrees to submit any matter or dispute relating to this Agreement to the exclusive jurisdiction of the English courts.

### DATA PROTECTION

1. The Company is totally committed to respecting and protecting The Introducers privacy and that of their Clients. Please read our Privacy Policy to understand how we shall comply with the requirements of current data protection laws in effect from time to time, including The General Protection Regulation (EU) 2016/679
2. The Company requires that The Introducer fully complies and meets with their obligations under such laws. The Company will liaise with The Introducer with regards to any requests received from Clients requesting to exercise their rights as data subjects and The Introducer shall notify The Company of any such requests received. The Introducer and The Company will fulfil any such requests to the fullest extent and within the timeframe required by law

### TERMINATION

1. The Agreement may be terminated at any time by either party giving 30 days' notice in writing to the other
2. The Agreement will be terminated immediately if:
  - 2.1 The Introducer engages in any regulated general insurance activities
  - 2.2 The Introducer is in material breach of the terms of this Agreement
3. In the event of termination as a result of 1 above, commission will be continued to be paid in accordance with the details set out in APPENDIX 1

### APPENDIX 1 - COMMISSION STRUCTURE

The Introducer will be paid a commission equivalent to the amounts as set out in the table below. Commission rates applicable with a start date of 22nd May 2018 and thereafter until further notice:

Product	Commission
Marmalade Learner Driver Insurance	£25 per customer
Marmalade Student Driver Insurance	£15 per customer
Marmalade Family Car Insurance	£75 per policy
Marmalade New Driver Insurance	£50 per policy
Marmalade Cars for Young Drivers	£250 per car
Marmalade Pay as you go insurance	£40 per policy

Where a particular or more complex case involves the Company in work over and above that which would normally be expected to arrange insurance, the Company reserves the right to adjust the level of commission paid to the Introducer, subject to agreement.

Commission will be paid to the Introducer for all business placed directly with Provisional Marmalade Ltd for a period of three years beginning with the date of registration of a pupil.

In the event of a policy being cancelled before its first renewal date and commission having been paid to the Introducer for the full policy term, the Company reserves the right to claim a proportionate commission repayment from the Introducer.

The Company will incur no liability or responsibility for any tax, duty or other payments, other than IPT, that the Introducer may be liable to pay on commission received.

The above terms may be varied by agreement between the parties at any time.