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| 10 May 2018  MAGM/58565057.03 | |
| Appointed representative agreement | |
| Dated | |
| [\*\* ]  ([\*\* ])  [\*\* ]  ([\*\* ])  Notes: TO BE DELETED BEFORE CIRCULATION OF A DRAFT  *1. To consider if there should be a restriction on the appointed representative carrying on insurance mediation activities for another principal.*  *2. Cross-indemnities have been included - a principal may well resist giving such an indemnity. To discuss if a limit of liability should apply to these indemnities.*  *3. Under the agreement, the appointed representative is not entitled to hold client money. Wording could be included should a representative be entitled to do so.*  *4. No delegated underwriting authority has been included but wording for this will be worked on separately.*  *5. It will need to be checked that this agreement contains all the terms which it is required to contain pursuant to the Appointed Representatives Regulations.*  *6. It would be helpful to better understand the usual basis on which remuneration is paid so that we can tailor the relevant provision accordingly.*  *7. To consider whether an escalation and/or notification mechanism should be implemented in the event of, for example, a material breach or material change in circumstances which has to be implemented before any termination right can be exercised (and the circumstances in which such termination right can be exercised).* | |
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Appointed representative agreement

Dated [ ]

1. Between
   1. [\*\* ] (the Principal), a limited liability company registered in England and Wales (company number [\*\* ]), whose registered office is at [\*\* ] ; and
   2. [\*\* ] (the Appointed Representative), a limited liability company registered in England and Wales (registered number [\*\* ]), whose registered office is [\*\* ],

each a **Party** and together the **Parties.**

1. Recitals
   * + 1. The Principal is authorised and regulated by the FCA and has permission to undertake insurance mediation activities.
       2. The Principal wishes to appoint the Appointed Representative as its appointed representative pursuant to section 39 FSMA for the purpose of carrying on certain insurance mediation activities and the Appointed Representative is willing to accept such appointment.
       3. The Appointed Representative and the Principal wish to confirm this appointment, and the scope of the activities to be carried on by the Appointed Representative, on the terms and conditions set out in this Agreement.
2. It is agreed:
3. Definitions

In this Agreement, the words and expressions have the meanings set opposite them unless the context provides otherwise:

1. **Agreement** meansthis appointed representative agreement [including the Schedules].
2. **Applicable Law** means all laws, rules and regulations [and codes of practice] applicable from time to time to any Party in relation to this Agreement and its subject matter, including, in particular the Appointed Representatives Regulations, FSMA and the FCA Handbook.
3. **Appointed Representatives Regulations** means the UK Financial Services and Markets Act 2000 (Appointed Representatives) Regulations 2001 (SI 2001/1217).
4. **Approved Person** means a person to whom the FCA has given its prior approval for the performance of a controlled function as defined in section 59 FSMA.
5. **Business Day** means a day on which banks are open for business in London other than a Saturday, Sunday or public holiday.
6. **Confidential Information** has the meaning given in clause 18.
7. **Customer** means a person with whom the Appointed Representative has a business relationship including providing services comprised of the Permitted Activities.
8. **Customer Data** means all data and documents (including data and copies of information held by way of back-up) held in the possession of the Appointed Representative from time to time and which contain information relating to the affairs of a Customer.
9. **Data Protection Law** means the UK Data Protection Act 1998, the Data Protection (Processing of Sensitive Personal Data) Order 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and all other data protection and privacy laws applicable to the Parties on the protection of persons with regard to the Processing of personal data, including the General Data Protection Regulation (EU) 2016/679, together with any national implementing laws in any Member State of the European Union or, to the extent applicable, in any other country, each as amended from time to time.
10. **FCA** means the Financial Conduct Authority or any successor regulatory body.
11. **FCA Handbook** means the FCA Handbook setting out rules, guidance and other provisions made by the FCA under the powers given to it under FSMA.
12. **Financial Services Register** means the public record of authorised persons and other bodies for which the FCA has regulatory responsibility under section 347 FSMA.
13. **FSMA** means the UK Financial Services and Markets Act 2000.
14. **IPR** means copyright and related rights, trademarks, trade names and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist.
15. **Permitted Activity(ies)** means the activity(ies) set out in clause 4.1.
16. Interpretation
    1. [The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.]
    2. References to clauses [and schedules] are to the clauses [and Schedules] of this Agreement, [references to paragraphs are to paragraphs of the relevant Schedule], and clause, [schedule, and paragraph] headings are inserted for convenience only and shall not affect the interpretation of this Agreement.
    3. Words in the singular shall include the plural and vice versa and a reference to one gender shall include a reference to the other genders.
    4. A person includes any person, individual, partnership, company, corporation, association, organisation, government, state, agency, foundation or trust (in each case whether or not having separate legal personality) and shall include any person's successor in title.
    5. Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
    6. A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which amends or re-enacts it or supersedes it (in each case with or without modification) from time to time after the date of this Agreement.
    7. Any reference to consent or approval or other consent not being unreasonably withheld (or similar expression) shall be deemed to include reference to such consent or approval or other consent not being unreasonably delayed.
17. Appointment of the Appointed Representative
    1. This Agreement has effect as from the date of this Agreement but the effective date of appointment of the Appointed Representative, as the Principal's appointed representative for the purposes of section 39 FSMA, shall only take effect in accordance with clause 3.2.
    2. The appointment of the Appointed Representative shall not take effect, and the Appointed Representative shall not be permitted to carry on the Permitted Activities under this Agreement, until such date which is the Business Day following the date on which the last of the following to occur occurs: (i) the appointment of the Appointed Representative has been notified to and confirmed by the FCA; (ii) at least one Approved Person has been registered with the FCA; and (iii) the Appointed Representative is included in the FCA Register as permitted to carry on the Permitted Activities.
    3. The appointment of the Appointed Representative is not exclusive and the Principal shall be free to appoint other appointed representatives.
    4. The Appointed Representative may not delegate the performance of any of its functions, duties and/or obligations under this Agreement.
    5. Except as expressly provided in this Agreement, the Appointed Representative has no authority to act for, bind or represent the Principal and the Appointed Representative shall not be deemed to be an agent of the Principal.
18. Scope of the Appointed Representative's activity
    1. Subject to the remainder of this clause 4, the Appointed Representative shall be permitted to carry on the following Permitted Activities in relation to a contact of insurance:
       * 1. [dealing in investments as agent;
         2. arranging (bringing about) deals in investments;
         3. making arrangements with a view to transactions in investments;
         4. assisting in the administration and performance of a contract of insurance;
         5. advising on investments; and
         6. agreeing to carry on a regulated activity.]
    2. The Appointed Representative shall carry on the Permitted Activities subject to any applicable limitations and/or restrictions upon the Principal's permission as set out on the Financial Services Register from time to time. The Principal shall promptly advise the Appointed Representatives of any changes to its permissions which may affect the scope (or otherwise) of the Appointed Representative's Permitted Activities.
19. Obligations of the Appointed Representative
    1. The Appointed Representative shall perform its obligations in accordance with Applicable Law, and with due care, skill and diligence.
    2. The Appointed Representative shall not carry on any regulated activity in breach of the general prohibition in section 19 FSMA.
    3. The Appointed Representative shall provide the Principal, promptly upon request, with such information as the Principal may reasonably require about or relating to the Appointed Representative and the carrying on of the Permitted Activities in order to enable the Principal to monitor and supervise the Appointed Representative's performance of its activities and obligations under this Agreement.
    4. The Appointed Representative shall in each case in relation to its Permitted Activities under this this Agreement:
       * 1. make itself readily available for meetings with representatives or appointees of the Principal and/or the FCA as reasonably requested;
         2. give representatives or appointees of the Principal and/or the FCA reasonable access to any records, files, tapes or computer systems, which are within the Appointed Representative's possession or control, and provide any facilities which such representatives or appointees may reasonably request;
         3. produce to representatives or appointees of the Principal and/or the FCA specified documents, files, tapes, computer data or other material in the Appointed Representative's possession or control as reasonably requested;
         4. print information in the Appointed Representative's possession or control which is held on computer or on microfilm or otherwise convert it into a readily legible document or any other record which the Principal and/or the FCA may reasonably request;
         5. permit representatives or appointees of the Principal and/or the FCA to copy documents or other material on the premises of the Appointed Representative at the Appointed Representative's reasonable expense and to remove copies and hold them elsewhere, or provide any copies, as reasonably requested; and
         6. answer truthfully, fully and promptly all questions which are reasonably put to it by representatives or appointees of the Principal and/or the FCA.
    5. [The Appointed Representative must take reasonable steps to ensure that its agents and/or suppliers under any material outsourcing arrangements relating to the Permitted Activities permit the type of access described in clause 5.4 to their business premises.]
    6. The Appointed Representative shall establish and maintain adequate arrangements in respect of training and competence which satisfy the requirements of the FCA's Training and Competence Sourcebook, forming part of the FCA Handbook, and shall ensure that any individuals employed or appointed by the Appointed Representative who perform controlled functions shall comply with the rules and guidance in such sourcebook.
    7. The Appointed Representative shall adopt and have in place appropriate arrangements for identifying and managing any conflict of interest which might arise in the course of carrying out the Permitted Activities.
    8. The Appointed Representative shall disclose to the Customer that it is the Principal's Appointed Representative and make the correct status disclosures on all stationery, websites and promotional material relating to the Permitted Activities.
    9. The Appointed Representative shall comply promptly with any reasonable request by the Principal for information relating to the performance of the Appointed Representative's duties or obligations under this Agreement.
    10. The Appointed Representative must refer any complaints about:
        * 1. insurance products supplied to Customers; and/or
          2. any other matters (including, without limitation, those relating to services or conduct) in relation to the Permitted Activities under this Agreement,

to the Principal [immediately, and in any event, before the end of the Business Day following the date on which the Appointed Representative becomes aware of such complaint].

* 1. [If the Appointed Representative proposes to make any change to any of the Customer−facing documentation issued in relation to the Permitted Activities, the Appointed Representative shall seek to obtain the Principal's consent to such change by giving no less than 30 Business Days' notice of the intention to make such change. Changes to Customer−facing documentation may not be made without such consent having been obtained.]
  2. [The Principal shall provide the Appointed Representative with information on the advertising and marketing requirements for any insurance product and/or services that the Principal supplies to the Appointed Representative.]
  3. All advertising and marketing material referring to the Principal's products or the Principal by name must be approved by the Principal.
  4. The Appointed Representative shall not make any representations or other promises concerning the Principal's products beyond those set out in the standard terms and conditions and other guidance provided by the Principal.
  5. [Subject to any instructions in the policy documentation, the Appointed Representative must notify the Principal as soon as is reasonably practicable of any claim by a Customer.]
  6. The Appointed Representative shall provide management information and at such intervals as agreed with the Principal in order to enable the Principal to monitor the performance of the Appointed Representative's obligations under this Agreement.
  7. The Appointed Representative shall not be permitted to hold client money as defined in the FCA Handbook, but should it receive any cash, cheques, bankers drafts or any other form of payment from a Customer, it shall immediately upon receipt forward such monies to the Principal (or as the Principal may otherwise direct).

1. Obligations of the Principal
   1. The Principal accepts responsibility to the FCA for the Permitted Activities of the Appointed Representative (including overseeing the due and proper performance of such Permitted Activities).
   2. The Principal shall directly and to the extent it is the Principal's responsibility under the Applicable Law provide:
      * 1. compliance oversight of the Appointed Representative in relation to the carrying on of the Permitted Activities; and
        2. the Appointed Representative with such information about the Principal, policies, procedures, guidelines and other documentation, and assistance as the Principal or Appointed Representative deems necessary or desirable in order to enable the Appointed Representative to carry on the Permitted Activities.
   3. The Principal shall use reasonable endeavours to obtain the approval from the FCA of staff whom the Appointed Representative nominates to become approved persons pursuant to section 59 FSMA to perform any controlled functions that are required to enable the Appointed Representative to carry on the Permitted Activities.
   4. The Appointed Representative shall notify the Principal promptly if any person approved in accordance with clause 6.3 either resigns, leaves or changes his or her role. The Appointed Representative shall also notify the Principal promptly of any changes in circumstances that might affect an Approved Person's fitness and propriety for performing the relevant controlled function.
2. Obligations of both Parties
   1. Each Party agrees that it will in the course of carrying out its obligations under this Agreement:
      * 1. comply with Applicable Law relating to anti−bribery and anti−corruption including but not limited to the Bribery Act [and the FCPA];
        2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act [or the FCPA] if such activity, practice or conduct had been carried out in the UK [and US respectively;]
        3. not directly or indirectly arrange or facilitate business which would cause it or the Customer or the other Party to violate UN, EU, UK and US sanctions and any other financial or trade sanctions legislation relevant to the risk or the parties involved in the placement of the business;
        4. have in place and will maintain throughout the term of this Agreement policies and adequate procedures to ensure compliance with this clause 7.1;
        5. promptly report to the other Party any event which occurs in the provision of the Permitted Activities that might constitute a breach or suspected breach under Applicable Law, the Bribery Act [or the FCPA]; and
        6. not do, or omit to do, any act that will cause the other Party to be in breach of any provision of the Bribery Act [or the FCPA].
   2. Each Party shall at all times maintain disaster recovery facilities and will ensure that, in the event of disaster affecting any premises or equipment used by it, those facilities will be sufficient to enable the performance of its duties and obligations under this Agreement to resume and to continue from suitable alternative facilities as soon as reasonably practicable.
   3. Each Party will prepare and retain such records in relation to the functions, duties and obligations that it performs under this Agreement and as may be required by Applicable Law (including appropriate records of any complaints).
   4. Each Party undertakes to the other that each Party shall retain all ownership, title, copyright and other intellectual property rights in all materials developed, designed or created by that Party before or during the provision of Permitted Activities under this Agreement including systems, methodologies, software, know-how, working papers, reports, written advice or other materials.
   5. Notwithstanding clause 7.4, each Party grants to the other a royalty free license to use those materials and other matters referred to in clause 7.4, but only for the purposes for which they were created under or in connection with this Agreement and for as long as the Agreement is in full force and effect.
3. Fees and expenses
   1. In consideration of performing its duties and obligations pursuant to this Agreement, the Principal shall be entitled to receive from the Appointed Representative the periodic remuneration, fees and expenses or as otherwise agreed in writing between the Principal and the Appointed Representative from time to time as follows: [ ].
   2. [Fees that accrue on a periodic basis under this clause 8 shall be payable to the Principal quarterly in advance within 14 days of the date of submission to the Appointed Representative by the Principal of its invoice for its fees in respect of the relevant period.]
   3. In addition, the Principal shall be entitled to reimbursement of all reasonable out-of-pocket costs and expenses incurred by it in relation to the performance of its duties and obligations under this Agreement.
   4. All fees, charges and other sums payable to the Principal under this Agreement are exclusive of any applicable VAT, which if payable shall be in addition to the fee charged or sum in question.
   5. To avoid any doubt, the Appointed Representative is, and will remain, solely responsible for the payment of all salary, wages, bonuses, benefits in kind and any other type of remuneration to its staff and any related income tax and national insurance contributions and the Principal will have no responsibility to make any such payments.
   6. Each Party shall bear its own costs and expenses in relation to the negotiation and preparation of this Agreement.
   7. To the extent permitted by the Applicable Law, if any sum of money payable by the Appointed Representative to the Principal under this Agreement is not received when due, the Appointed Representative shall be liable to pay interest to the Principal upon such sum as a separate debt at the rate of 3% above the base rate of Barclays Bank PLC from time to time for the period commencing on the date when any such sum becomes due and payable.
4. Warranties, undertakings etc
   1. Each Party warrants to the other that:
      * 1. it is duly incorporated and validly existing under the laws of its country of establishment;
        2. it has full power and authority to enter into and implement this Agreement; and
        3. it has not relied on any representations made by or on behalf of the other Party other than those expressly set out or referred to in this Agreement.
   2. The Appointed Representative warrants that it:
      * 1. is solvent;
        2. is suitable to act as the appointed representative of the Principal under the Applicable Law; and
        3. has no close links which would be likely to prevent the effective supervision of it by the Principal.
   3. [The Appointed Representative shall provide the Principal with all information to enable the Principal to assess compliance with clause 9.2(a), (b) and (c).]
   4. The warranties set out in this clause 9 shall survive the signing and delivery of this Agreement.
5. Indemnities
   1. Subject to any limitations under Applicable Law, a Party shall indemnify the other Party (each an **Indemnified Person**) against:
      * 1. any expense, loss or damage suffered by or occasioned to the Indemnified Person caused by fraud, wilful default, gross negligence, bad faith or any material breach of this Agreement on the part of the first Party; and
        2. liability or loss suffered or incurred by an Indemnified Person as a result of or in connection with the proper performance of its duties and obligations under this Agreement where such liability or loss is caused directly by the other Party.
   2. The indemnity in this clause 10 shall not apply to any liability, loss, costs or expenses to the extent that they are recovered from another person other than the other Party's insurance.
   3. The indemnity in clause 10.1 shall inure to the benefit of each Indemnified Person's successors, but shall not extend to any liability arising out of an Indemnified Person's breach of this Agreement, fraud, wilful default or gross negligence.
   4. Where a Party becomes aware of any facts, circumstances or matters whereby the other Party is or may become liable to make a payment under this clause 10 as a result of a claim by a third party, the first Party will inform the second Party of those facts, circumstances or matters as soon as practicable after it first becomes aware of them and that a liability thereunder may arise.
   5. clause 10 shall survive any expiry or termination of this Agreement.
6. Insurance
   1. The Appointed Representative confirms that it has taken out and will maintain at all times, at its expense, an insurance policy covering the risks related to its professional negligence [and any other risks which it is market practice for a company carrying on similar business activities to the Appointed Representative to maintain]. Such insurance policy shall provide cover of not less than £[\*\* ].
   2. The Principal shall effect and maintain at its own cost a policy of professional indemnity insurance to cover the Appointed Representative's liability in respect of any error or omission in connection with the Permitted Activities carried on pursuant to this Agreement.
   3. Each Party agrees to provide reasonable evidence of the existence of the cover taken out by them and referred to above on request by the other Party.
7. Rights of Audit
   1. The Principal shall be entitled to carry out periodic audits in connection with the Appointed Representative's obligations under this Agreement at any time during normal business hours. The audits may be carried out by the Principal, or a third party to be nominated by the Principal. Following reasonable notice to the Appointed Representative by the Principal, the Appointed Representative shall promptly allow the Principal access to the Appointed Representative's offices for this purpose.
   2. The Appointed Representative shall co−operate fully with any such audit and supply such information and records of whatsoever nature as may be requested by the Principal. The Principal shall be entitled to make copies of such information and records, and the Appointed Representative shall make available during any such audit one or more members of its senior management to answer any enquiries.
   3. [The Appointed Representative shall grant the Principal's auditors, HM Revenue & Customs, and any other relevant taxation body such rights of access, at any such time that they require, to the Appointed Representative's premises, books, accounts and records, and provide such information and explanation from its directors, officers and employees who carry out Permitted Activities as required in FSMA and under Applicable Law].
8. Data protection
   1. Each Party warrants that it complies with the Data Protection Law in respect of Personal Data.
   2. Each Party shall not breach, and shall not cause the other Party to breach, Data Protection Law when Processing Personal Data or Sensitive Personal Data in the course of this Agreement, including Personal Data relating to any employees of the other Party.
   3. [The Parties shall identify which Party shall be the Controller and/or Processor for the purpose of this Agreement]. The Processor shall:
      * 1. take all reasonable precautions and implement (and assist the Controller to implement if requested) appropriate technical and organisational measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against all other unlawful forms of processing;
        2. not process Personal Data outside of the United Kingdom and/or the European Economic Area without the Controller's prior written consent;
        3. if so requested by the Controller, enter into any other agreement (such as, but not limited to, model contract clauses) as may be necessary to safeguard Personal Data or enable the Controller to comply with its data protection obligations; and
        4. comply with all instructions reasonably requested by the Controller.
   4. Unless defined in this Agreement, capitalised terms in this clause 13 shall have the same meaning as in the Data Protection Law and any such terms shall be construed using any of the interpretative provisions contained in the Data Protection Law as may be necessary.
   5. Each Party shall notify the other without undue delay and in any event no later than 48 hours after it becomes aware of any claim, data loss, breach or other complaint received which relates to the processing of Personal Data pursuant to this Agreement, and meet any obligations to report or inform Data Subjects or the relevant Data Protection Authorities of such matter to the extent required under Data Protection Law.
   6. [In addition, the Appointed Representative shall:
      * 1. at all times have in place a procedure for responding to inquiries received from data subjects or any competent Data Protection Authority in relation to the Personal Data;
        2. ensure that its personnel always responds promptly and reasonably to the inquiries from Data Subjects;
        3. in the case of Processing by a sub-Processor:
           1. ensure that the sub-Processor's Processing is carried out under a written contract imposing on sub-Processor the same obligations as are imposed on the Appointed Representative under this Agreement; and
           2. ensure that the sub-Processor performs and observes those obligations.]
9. Anti−money laundering and sanctions
   1. The Appointed Representative shall comply with current anti−money laundering legislation and regulations. This may require the Appointed Representative to obtain relevant documentation and to perform due diligence in order to verify the identity and suitability of Customers and other parties connected to the Permitted Activities. The Principal reserves the right to conduct its own anti−money laundering checks from time to time, and the Appointed Representative shall provide the Principal with sufficient information and/or documentation to enable it to do so, on its request. The Principal may agree to carry out such due diligence on the Appointed Representative's behalf.
   2. If the Appointed Representative undertakes Permitted Activities where the risk and/or the Customer is located outside of the EU, an enhanced level of screening may be imposed, including for example a requirement to screen prior to the placement of business.
   3. Should the frequency of sanctions screening change for regulatory or any other reason, the Principal shall notify the Appointed Representative of any such change and the Appointed Representative shall promptly comply with any reasonable direction in this regard.
   4. Anti−money laundering regulations require the Principal to obtain adequate information about the Appointed Representative. In order to prevent bribery, corruption or other financial crime, additional due diligence may be carried out on the Appointed Representative, its directors, officers and employees. Further steps may be taken which include notification to the relevant authorities, status and credit checks using credit reference agencies, and other background checking, as deemed appropriate.
10. Liability
    1. In accordance with section 39(3) FSMA, the Principal accepts responsibility to third parties, to the same extent as if it had expressly permitted it, for anything done or omitted by the Appointed Representative in the carrying on by the Appointed Representative of the Permitted Activities in accordance with the terms of this Agreement.
    2. Subject to clause 15.1, the Appointed Representative shall be liable to the Principal for any costs incurred:
       * 1. [in relation to any actual or threatened or potential regulatory action taken by the FCA and/or any other regulatory authority in respect of any breaches or alleged breaches of Applicable Law by the Appointed Representative;
         2. in relation to any enquiry by the FCA and/or any other regulatory authority where that enquiry relates to the activities of the Appointed Representative pursuant to this Agreement; and
         3. for any expense, loss or damage suffered by or occasioned to the Principal as applicable in relation to any enquiry, dispute, proceedings, complaint or claim against the Principal arising from any Customer who has been in receipt of any service provided by the Appointed Representative].
    3. No Party shall be liable to the other (under any indemnity contained in this Agreement or otherwise) for any loss of business, revenue, profits or goodwill suffered by the other, as a result of any breach of this Agreement or any tortious act or omission.
    4. Notwithstanding clause 15.3, and to the extent permitted under Applicable Law, no Party shall be liable for special, indirect or consequential loss or damage of any kind whatsoever (including, but not limited to, lost profits) even if that Party has been advised of the likelihood of such loss or damage and regardless of whether any claim for loss or damage is made in negligence, for breach of contract or otherwise save that each Party shall take reasonable steps to mitigate any losses once it becomes aware of such loss or damage.
11. Termination
    1. The Principal or the Appointed Representative may terminate this Agreement on giving not less than [three] months' written notice to the other Party provided that subject to the remainder of this clause 16, the duration of the appointment shall not be less than [one year from the date of effective appointment under clause 3.2].
    2. The Principal shall be entitled to terminate this Agreement at any time by notice in writing to the Appointed Representative if:
       * 1. the Appointed Representative shall go into liquidation (other than a voluntary liquidation for the purposes of reconstruction or amalgamation);
         2. a receiver is appointed over the undertaking of the Appointed Representative or an administration order is made in relation to the Appointed Representative;
         3. the Appointed Representative ceases to be the appointed representative of the Principal under section 39 FSMA;
         4. the FCA requires such termination;
         5. the Appointed Representative is unable to provide any individual satisfactory to the FCA for the purposes of performing a controlled function in accordance with section 59 FSMA; or
         6. the Appointed Representative has committed a material breach of any of the terms of this Agreement and, where such breach is capable of being remedied, shall not have remedied such material breach within thirty days after service of the notice in writing requiring the same to be remedied.
    3. The Appointed Representative shall be entitled to terminate its appointment under this Agreement at any time by notice in writing to the Principal if:
       * 1. the Principal or the Appointed Representative shall go into liquidation (other than a voluntary liquidation for the purposes of reconstruction or amalgamation);
         2. a receiver is appointed to the Principal or its undertaking or an administration order is made in relation to the Principal under Section 8 of the Insolvency Act 1986;
         3. the Principal ceases to have permissions to undertake the Permitted Activities under the FSMA;
         4. the Appointed Representative ceases to be the appointed representative of the Principal under section 39 FSMA; or
         5. the Principal has committed a material breach of any of the terms of this Agreement and, where such breach is capable of being remedied, shall not have remedied such material breach within thirty days after service of notice in writing requiring the same to be remedied.
12. Consequences of termination
    1. Upon or termination of this Agreement for whatever reason:
       * 1. the Principal shall make any required notification to the FCA in relation to such termination or expiry advising the FCA that the Appointed Representative is no longer an appointed representative of the Principal;
         2. the Parties agree to co-operate in order to [deal with any outstanding obligations towards Customers and, where appropriate, keep such persons informed of any relevant changes] [achieve an orderly run−off of the business transacted under this Agreement].
    2. The Appointed Representative acknowledges that upon termination of this Agreement, it shall cease to describe or otherwise represent itself as an appointed representative of the Principal and it shall no longer be able to carry on Permitted Activities pursuant to this Agreement.
    3. Termination of this Agreement shall be without prejudice to the completion of transactions already initiated in connection with this Agreement and not completed by the time of such termination.
    4. Fees shall be calculated to the date of termination of this Agreement and shall be payable pro rata (together with any value added tax) on the day of such termination.
    5. All rights and obligations of the Parties shall cease to have effect immediately on termination of this Agreement except that termination shall not affect:
       * 1. any accrued rights and obligations of the Parties at the date of termination; and
         2. any clauses which are expressed to survive termination.
13. Confidential information
    1. Each Party undertakes that it shall not at time during this Agreement, and for a period of [three] years after termination of this Agreement, disclose to any person any Confidential Information concerning the terms of this Agreement, or the business, products, affairs, finances, trade secrets, Customers, or suppliers of the other Party or of any member of its group of companies to which the other Party belongs, except as permitted by this clause 18.
    2. Each Party may disclose the other Party's Confidential Information:
       * 1. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement, provided that each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this clause 18; and
         2. as may be required by law, court order or any governmental or regulatory authority.
    3. No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.
    4. For the purpose of this Agreement, Confidential Information means any information (whether or not recorded in documentary form, or stored in any magnetic or optical disk or memory) and relating to the matters referred to in clause 18.1 including any other information confidential to a Party including, without limitation, technical data and know−how relating to the business of the Party or any of its business contacts and, for the avoidance of all doubt, Customer Data shall be Confidential Information of the Appointed Representative.
14. General

Assignment

Neither Party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement save as expressly permitted.

Entire agreement

* + 1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
    2. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

Waiver

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part−provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

Notices

* + 1. [Any notice or other communication given to a Party under or in connection with this Agreement shall be given by email to the last known email address of an authorised representative at the other Party or such other email address as a Party may have specified to the other Party by email in accordance with this clause 19.6.
    2. A notice or other communication shall be deemed to have been received by email on receipt of a successful transmission report].
    3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

Third party rights

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

No partnership or agency

* + 1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of the other Party.
    2. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

Counterparts

The Agreement may be executed in counterpart, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same document.

Governing law

This Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Jurisdiction

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with this Agreement or its subject matter or formation, and each Party agrees to waive any objection to the courts of England and Wales, whether on the grounds of venue or that the forum is not appropriate.

**EXECUTED** by the parties as an agreement

Signed for and on behalf of

[the Principal] ………………………………………

Date ………………………………………

Signed for and on behalf of

[the Appointed Representative] ………………………………………

Date ………………………………………