



## **Breeder's Agreement between You and Buddies Enterprises Limited**

### DEFINITIONS

“Client Money” premiums/money.	means insurance premiums/money or a refund of insurance
“Commission”	means a single payment of £25.00 (Twenty five pounds) for each new pet Policy that is sold by Us following the issuance by You of the One Month Free Cover Policy to a Customer.
“Connected Contract”	shall have the same meaning as set out in the Glossary of the FCA's Handbook.
“Control”	means the ownership of more than fifty per cent (50%) of the issued voting share capital of an entity or any other comparable equity or ownership interest, or the legal power to direct or cause the direction of the management of the party in question.
“Customer(s)”	any person who purchases a pet from You and a One Month Free Cover Policy and/or who applies to Us for a quotation or purchases insurance from Us directly as a result of this Agreement.
“DPA”	means the Data Protection Act 1998 and the rules and regulations made or having effect under it.
“FCA”	as specified in the signature page.
“FCA Handbook”	shall mean the FCA's handbook of rules and guidance.
“Group Company”	means any company, partnership or other entity whether in the United Kingdom or overseas which directly or indirectly Controls, is Controlled by or is under common Control with the relevant party to this Agreement.
“One Month Free Cover Policy”	shall mean the initial one month free insurance policy offered by You to Your Customer who purchases a pet and wishes to purchase a pet insurance policy for their pet;
“We/Us/Our”	as specified in the signature page
“VAT”	Value Added Tax
“You” “Your”	as specified in the signature page.

1. This Agreement shall commence when signed by You and Us, on the last date of signature on the signature page and shall continue until termination. Either party may terminate this Agreement: (i) at any time without cause by providing thirty days' notice in writing to the other; or (ii) immediately on written notice to the other if the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order; or (iii) immediately on written notice if the other party goes into liquidation (except for the purposes of solvent amalgamation); or (iv) immediately on written notice to the other if the other party ceases, or threatens to cease, to carry on business.
2. We may terminate this Agreement immediately should You breach any of Your obligations under this Agreement or if We have reason to suspect fraud, or the administration of Your account is such as to prejudice the interest of Customers.
3. With effect from the date this Agreement is signed by Us You are appointed by Us as an Introducer of Pet Insurance by offering the One Month Free Cover Policy to your customers who purchase a pet under a Connected Contract. You shall perform the Introducing services in accordance with Our instructions, the standards required by the FCA, the 6 TCF Outcomes and any other applicable regulation or law and to a standard expected of a professional insurance intermediary.
4. You shall: (i) agree in advance any change in the way You carry out (or propose to carry out) the Introducing and (ii) notify Us immediately if there is any change in circumstance that might affect Your fitness in carrying out the Introducing.
5. You are strictly prohibited from doing anything more than (i) collecting the data required by Us from Customers and (ii) handing the Customer the pack of documents relating to the One Month Free Cover Policy.
6. You must not (i) discuss with Customers and potential customers their insurance needs or the insurance One Month Free Cover Policy or any other policy (ii) request insurance related information from Customers and/or (iii) advise or assist Customers in connection with the completion of any documentation connected with the One Month Free Cover Policy or any other policy.
7. You shall forward to Us any complaint regarding any matter under this Agreement as soon as possible. You shall permit Us access to Your place of business upon 7 days written notice to inspect all records for matters relating to this Agreement.
8. You shall immediately withdraw any or all of the policy materials and documentation relating to Us on Our instruction and provide Us with written confirmation that You have done so.
9. You shall not collect, receive or hold Client Money in any way in connection with this Agreement. All premiums will be collected and handled directly by Us.
10. All dialogues with Customers relating to the paid policy (this does not apply to the One Month Free Cover Policy) will be by Us exclusively. Should You receive any Customer contact in this respect You may only provide the Customer with Our contact details. We reserve the right to refuse any introduction made by You.
11. You will be paid the agreed Commission for any new insurance policy sold (which has been converted from a One Month Free Cover Policy) as a direct result of Your Introduction provided i) the policy is not cancelled within 14 days following its inception [or renewal (as applicable)] (in which case no Commission will be payable by Us) and ii) the premium to which the Commission relates is received in full by Us. Such Commission shall be paid after the end of each calendar month and We shall produce a bordereau of all monetary transactions processed during that month and shall send the bordereau and that month's commission to You within thirty days of the said month end. We may, at Our option, pay any monies due to You by BACS, CHAPS or cheque.

12. Should a policy be cancelled outside of the 14 day cancellation period but prior to expiry, We will calculate reimbursement of Commission by You to Us on a pro-rata basis. We shall have the right to amend the Commission subject to 90 days' notice to You. In the event of termination of this Agreement, outstanding Commission earned before termination shall be payable by Us after termination, subject to deduction of Commission in respect of cancellations. Otherwise all right to Commission shall cease on termination. We reserve the right to request a refund of unearned Commission from You during the term of and after termination of this Agreement. In the absence of fraud or manifest error, Our determination of the Commission payable to You under this Agreement shall be final.
13. You acknowledge that the Commission shall cover all expenses which You may howsoever incur together with Your profits and that, unless agreed otherwise in writing by Us, You shall bear and pay all charges and expenses incurred throughout the term of this Agreement.
14. It is the understanding of the parties that VAT is not chargeable in relation to the Commission or any other services performed or to be performed by or on behalf of You under this Agreement. If VAT becomes correctly due and payable in respect of the same, or on any amount paid or payable, or amount due or becoming due, to You under this Agreement, such payments shall be deemed to be inclusive of VAT.
15. You shall not use any of Our brand names, logos, designs, trade names, trademarks or service marks (whether or not registered) without Our written permission.
16. You will indemnify Us against all direct costs, losses, liability and reasonable legal expenses which may be incurred by Us as a direct result of any services performed or action taken by You in connection with this Agreement to the extent that the same is due to Your negligence, wilful neglect or fraud.
17. Each party will retain ownership of all their respective rights, including intellectual property rights in the policies, data, database, computer programmes, documents, materials, ideas or other information or any compilation thereof used on the performance of this Agreement.
18. Nothing in this Agreement shall limit either party's liability for death or personal injury caused by its negligence, or for fraud, or breach by either party of conditions as to title or warranty as to quiet possession as implied by law.
19. Notwithstanding liability for death or personal injury where liability shall be unlimited, the maximum liability of Us whether in contract, negligence, or tort arising out of or in connection with this Agreement will not under any circumstance exceed the total Commission payments paid or payable in the last twelve months.
20. Neither party shall be liable to the other party for any loss of data, profit, goodwill or business opportunity or any type of indirect or consequential loss or damages which arises out of or in connection with this Agreement.
21. You shall not assign or transfer this Agreement to any third party without Our written permission. We may, having given prior written notice to You, assign or sub contract any or all of Our rights or obligations under this Agreement to a member of Our Group.
22. This Agreement sets out the entire Agreement and understanding between You and Us, and supersedes all proposals and prior agreements, arrangements and understandings between You and Us, relating to its subject matter; and each Party acknowledges that it in entering into this Agreement it does not rely on any representation, warranty, collateral contract or other assurance of any person (whether party to this Agreement or not) that is not set out in this Agreement or the documents referred to in it.

23. Each party shall not, during the term of this Agreement or thereafter, use, (except for the purposes expressly permitted by this Agreement or with the other party's express written consent) or disclose to any third party any information which has been supplied or may be supplied by the other party either orally or in written form or electronic/machine readable form that is either confidential or proprietary in nature ("Confidential Information"). Each party shall be permitted to disclose such Confidential Information as required by law or regulation.
24. Data Protection
  - 24.1 To the extent that a party is a data controller in relation to the processing of personal data under this Agreement that party agrees to comply with its applicable obligations under the DPA including, but not limited to, maintaining all registrations and notifications in terms of the DPA which are required for or otherwise appropriate to the performance of its obligations under this Agreement.
  - 24.2 You shall ensure that Customers are provided with a data protection notice in a form that obtains informed consent to it transferring their Customer information (including personal data (as defined in the DPA)) to the Us and the Insurer for the purposes of this Agreement and so that We can process the data without restriction in accordance with Our privacy policy and You hereby acknowledge that the data protection statement and, where applicable any such notices displayed on Your website, as at the Effective Date and the sales script agreed by the parties complies with this requirement.
  - 24.2 To the extent that a party is a data processor on behalf of the other party (the data controller), that party agrees to:
    - 24.3.1 in the performance of the Agreement, comply with the DPA (including without limitation the data protection principles set out in the DPA) and with guidelines and guidance notes issued from time to time by the Information Commissioner;
    - 24.2 act only on the instructions of the data controller in relation to personal data processed by that party on behalf of the data controller;
    - 24.3.3 ensure that, in respect of personal data processed on behalf of the data controller, appropriate technical and organisational measures are taken against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to, such personal data;
    - 24.3.4 give reasonable assistance to the data controller in respect of any obligations imposed on the data controller by the DPA including, without limitation, subject access requests or other enquiries from data subjects and the Information Commissioner; and
    - 24.3.5 not transfer personal data outside the European Economic Area without first obtaining the prior written consent of the data controller.
  - 24.4 You will indemnify Us and the Insurer against all claims and proceedings and all liability, direct loss, costs and expenses incurred in connection therewith incurred by Us and/or the Insurer as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or any other legal person as a result of the unauthorised processing, unlawful processing, destruction of and/or damage to any personal data processed by You in Your performance of this Agreement.
  - 24.5 For the purposes of this Clause 23 the terms "data controller", "data processor", "personal data", "sensitive personal data" and "processing" shall have the meaning given to them in the DPA and the term "processed" shall be construed accordingly.
25. On termination of this Agreement, You shall cease to carry out Introducing and return to Us all Confidential Information (if any) and all marketing materials relating to Our brand and policies.

26. No failure or delay on the part of either party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
27. If any term of this Agreement is held to be invalid or unenforceable in whole or in part, all other terms shall remain valid and unaffected.
28. This Agreement shall be governed by and construed in accordance with English law and any dispute arising in connection with this Agreement is subject to the exclusive jurisdiction of the English courts.
29. Only the parties to this Agreement shall be entitled to enforce its terms and accordingly no person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This clause 29 shall not apply to Our Group companies where We have sub-contracted obligations, assigned or novated this Agreement.
30. Any changes to this Agreement must be in writing and signed on behalf of the parties.
31. Nothing in this Agreement shall create or be deemed to create a partnership or joint venture between the parties.