



## This agreement is made between:

We / Us – Indigo Underwriters Ltd T/A MORIS.co.uk of No 1 Royal Exchange, London EC3V 3DG regulated by the Financial Conduct Authority under firm reference number 514818 and YOU – the specified Affiliate

Internet password:	Abc!2345	Affiliate:	Jack Spangle
Effective from:	25/04/2018	Address:	1 The Street High Road, Anytown, Whereshire WA1 1WW

### 1. PERIOD OF AGREEMENT

This agreement is effective from the date specified above and remains effective until such time of formal termination from either party.

### 2. INTREPRETATION and DEFINITIONS – what some of this funny lingo means...

<b>Affiliate</b>	means you as specified above.
<b>Authorisation</b>	means all necessary authorisations from the Financial Conduct Authority (FCA).
<b>Confidential Information</b>	means any information and/or material relating to the business, affairs, finances, systems, processes and/or methods or operation of either party which is disclosed by one party to the other in connection with the operation of this Agreement (whether oral or in writing and whether or not such information is expressly stated to be confidential or marked as such).
<b>Company</b>	Indigo Underwriters Ltd T/A MORIS.co.uk.
<b>Customer</b>	means your club members or your customer and shall have the same meaning given to that term as defined in the FCA Handbook glossary and any revision thereof.
<b>DMR</b>	means the Financial Services (Distance Marketing) Regulations 2004.
<b>FCA</b>	means the Financial Conduct Authority, its employees and agents and anyone acting under the delegated authority of the Financial Conduct Authority, and any regulatory body or organisation that succeeds the Financial Conduct Authority.
<b>FSMA</b>	means the Financial Services & Markets Act 2000.
<b>ICOBs</b>	The Insurance Conduct of Business Sourcebook issued by the FCA.
<b>Intellectual Property</b>	means trade marks, logos, design rights, database rights, copyrights, domain names, know-how, trade or business names, trade secrets (whether registerable or otherwise and any applications for registration, renewal, extension, division or reissue of the forgoing) and any other similar rights or obligations in any country in the world (including but not limited to the UK).
<b>Parties</b>	means us and you.



- Policy** means any policy or contract of insurance (our policies are also headed "Confirmation Of Cover").
- Regulatory Requirements** means the FCA, the DMR and the applicable statutory and non statutory rules, regulations, instruments and provisions in force from time to time, including (without limitation) the rules, codes of conduct, codes of practice, practice requirements and accreditation terms stipulated by the FCA any regulatory authority or body to which such party is subject from time to time.

### 3. DATA and RECORDS

We cannot give you details of club member policies...

- 3.1** Each Party shall comply with the provisions of the Data Protection Act 1998, the Privacy and Electronic Communication (EC Directive) Regulations 2003, and any other applicable data protection legislation.
- 3.2** All documentary and electronic records relating to insurance transactions covered by this Agreement shall be kept for the currency of the cover and for a minimum period of 3 years thereafter.
- 3.3** We may provide you and your authorised staff with a username and password, use of which will give you access to our website.
- 3.4** We may periodically require each user to change their security password in accordance with our standard security procedures. If we become aware or shall suspect that any unauthorised person has obtained or has attempted to obtain access to the company website then we shall notify the user whose account was used for that attempt and shall disable that account until the password has been changed.

### 4. NO PARTNERSHIP or AGENCY – limitations of this agreement...

Nothing in this Agreement shall be deemed to constitute a partnership, association, joint venture or other co-operative enterprise between the Parties nor to constitute either Party the agent of the other for any purpose whatsoever except as specified by the terms of this Agreement.

### 5. YOUR OBLIGATIONS – you are NOT an insurance agent...

- 5.1** You do not carry on any regulated activity in terms of the FCA Regulatory Requirements. This includes assisting with the completion of applications for insurance, explaining coverage or policy conditions or assisting with making a claim.
- 5.2** You shall not enter into any sub agency agreement with or permit anyone not authorised by us to introduce, advice on or sell any insurance product without the prior written consent of us.
- 5.3.1** You will not attempt to access, use or interfere with our data.
- 5.3.2** You will not permit the disclosure of any individual user to any other person, including staff of the affiliate.
- 5.4.1** You will not use SPAM emailing.
- 5.4.2** You will ensure all postings to news groups, blogs and forums will be within the context of this agreement.
- 5.4.3** You will not alter any aspect of the property accessed via the network (for example: HTML code, cookies, appearance).
- 5.4.4** No intellectual property (IP) used by you will infringe trademarks, slogans, logos or other creative collateral.



- 5.4.5 You will comply and assist fully in the event of any complaint being received by us about you.
- 5.4.6 You will ensure the password is kept secure and that each member of your staff shall at all times keep the password confidential.
- 5.5 **Your website will, at no point, include content of the following:**
- 5.5.1 Material which would be illegal or likely to bring our reputation into disrepute.
- 5.5.2 Violence.
- 5.5.3 Discrimination based on race, sex, religion, nationality or disability.
- 5.5.4 Content promoting any illegal activity or violation of intellectual property rights.
- 5.6 It is intended that access to the Company website is available 24 hours per day; however, the Company makes no warranties as to this availability.
- 5.7 We shall not be liable for any loss or damage sustained or incurred by you as a result of any use, failure or breakdown of the Company websites other than as provided for in law.

## 6. AFFILIATE CREDITS and PAYMENT – *the best bit...*

- 6.1 You shall be credited with £5.00 advertising income for every new policy over £150 premium\* in respect of each policy purchased on-line by members of You through MORIS.co.uk. Refer also to 7 below.  
\*NOTE: "Premium" excludes tax, admin fees and credit card charges.
- 6.2 This credit will be made irrespective of any policy cancellations. Credits are not paid on any mid-term adjustments.
- 6.3 We shall be responsible for the preparation of a twice yearly statement of account and this statement shall be the basis of accounting transactions between We and You.
- 6.4 All items will be paid to You by BACS within 30 days after (1) 30th June and (2) 31st December each year.
- 6.5 A total of GBP 25.00 (equivalent to the first five internet purchases made prior to 31st December each year) will be deducted to cover accounting and administration costs.
- 5.4.2 You will ensure all postings to news groups, blogs and forums will be within the context of this agreement.
- 5.4.3 You will not alter any aspect of the property accessed via the network (for example: HTML code, cookies, appearance).
- 5.4.4 No intellectual property (IP) used by you will infringe trademarks, slogans, logos or other creative collateral.

## 7. APPLICABLE AFFILIATE POLICIES – *one member, any number of policies...*

- 7.1 Motor / Competition Vehicle
- 7.2 Motor / Service Vehicle
- 7.3 Storage and Transit



- 7.4 Kart Insurance.
- 7.5 Personal Accident (Non track day)
- 7.6 Competition On Track.

NOTE: We are under no obligation to guarantee the availability of some or all of the insurance products at any one time.

## 8. CONFIDENTIALITY – A bit of legal blurb follows...

Each party to this Agreement shall observe during the course of this agreement and thereafter strict confidentiality as to information concerning:

- 8.1 **Each party to this Agreement shall observe during the course of this agreement and thereafter strict confidentiality as to information concerning:**
  - 8.1.1 the contents of this agreement;
  - 8.1.2 the business affairs of the other party which may come within its knowledge during the currency of this agreement; and
  - 8.1.3 any confidential Information;
- 8.2 **provided that this covenant shall not apply to:**
  - 8.2.1 communications between the parties and their respective professional advisers and bankers;
  - 8.2.2 disclosures to be made by any party by law to any fiscal or regulatory authority or in accordance with the Regulatory Requirements or the terms of this agreement; and Data Protection Act;
  - 8.2.3 information which has come into the public domain otherwise than by reason of the default of the relevant party or its advisers.

## 9. INTELLECTUAL PROPERTY

The Parties acknowledge that each of them is the owner or licensed user of Intellectual Property and nothing in this Agreement shall confer on either Party any right, title or interest in the Intellectual Property of the other Party.

## 10. COMPLAINTS – As we said, you are NOT an insurance agent...

We are responsible for all insurance complaints received and will keep up to date formal records in accordance with the Regulatory Requirements. Therefore in the event you should receive any complaint about our services or insurance products do not attempt to answer yourself, but refer any individuals with a complaint directly to ourselves.

## 11. TERMINATION – Breaking up can be hard to do...

- 11.1 Either Party may terminate this Agreement on not less than 30 days' notice in writing.
- 11.2 **We may terminate this Agreement immediately if:**
  - 11.2.1 You have become insolvent or an order has been made or a resolution passed for its liquidation, administration, winding-up, bankruptcy or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction with the prior written consent of us); or
  - 11.2.2 Where You are a partnership any of the partners enters into or proposes any composition or arrangement with its or his creditors generally or becomes insolvent or becomes bankrupt or is unable to pay any debts; or



**11.2.3** You or any partner or director or principal of the Introducer is convicted of any criminal offence (other than a minor driving offence) or We have reason to suspect that any such person has committed any act of fraud or dishonesty or that its conduct of the business transacted hereunder is such as to prejudice the interests of any Customer or Us;

**11.2.4** There is any other material breach by you of the terms of this Agreement.

## **12. WAIVER**

The failure by Us to enforce at any time or for any period any one or more of the terms of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms of this Agreement.

## **13. VARIATION**

We reserves the right to vary the terms of this Agreement at any time upon giving 30 days' notice to the Agent.

## **14. NOTICES**

**14.1** A notice under this Agreement shall only be effective if it is in writing.

**14.2** Any letter or other document shall be deemed to have been duly served on You if it is sent by post, e-mail, fax or left at your address to which this Agreement is sent or subsequently notified to us in writing by You.

**14.3** Any letter or other document shall be deemed to have been duly served on us if it is sent by post to or left at the registered office.

**14.4** Any notice or document shall be deemed to have been served if delivered, e-mailed or faxed one working day after delivery or, if posted by close of business on the second business day.

**14.5** In proving service of a notice or document it shall be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly stamped addressed and posted by first class post.

## **15. SEVERABILITY**

If any provision of this Agreement is found to be illegal, invalid or unenforceable, then such provision will be deemed to be deleted from the Agreement but the remainder will remain in full force and effect.

## **16. PROHIBITION ON ASSIGNMENT**

You may not assign, transfer or delegate any of the rights or obligations under this Agreement, or the benefit thereof, without the prior written consent of We such consent not to be unreasonably withheld.

## **17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This Agreement does not create any rights enforceable by any person not a party to it under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## **18. ENTIRE AGREEMENT**

These terms sets out the entire agreement and understanding between the Parties in relation to the transactions contemplated and supersede all previous agreements, arrangements and understandings between us with regard to such transactions.

## **19. GOVERNING LAW**

This Agreement and any variation to it shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.