

Terms of Business Agreement for Intermediaries not based in the UK

1. Scope

- 1.1 This Agreement sets out the terms and conditions upon which Unum Limited ("Unum") accepts Business from an Intermediary.
- 1.2 Unum reserves the right at its discretion not to open a Commission Account for or accept Business from the Intermediary, but will generally provide reasons for non-acceptance subject always to confidentiality requirements.
- 1.3 The Intermediary will explain to the Client and make it clear that the Intermediary acts as the agent of the Client in relation to all aspects of the Business and not as agent for Unum, except insofar as is necessary to give effect to the Intermediary's personal responsibilities to Unum as set out in this Agreement (in particular, but not limited to, Money Laundering requirements as set out in clause 10 below).
- 1.4 The Intermediary agrees to comply with this Agreement and advise Unum promptly of any changes to its regulatory status.
- 1.5 The Intermediary shall ensure that all data submitted to Unum is accurate to the best of the Intermediary's knowledge and has been obtained through discussion with the Client.
- 1.6 References in this Agreement to any statutory provision shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument order or regulation made thereunder or under any such re-enactment.
- 1.7 Words denoting the singular number only shall include the plural number also and vice versa, words denoting one gender only shall include the other gender and words denoting persons only shall include individuals, firms, companies, corporations, and any unincorporated body of persons and vice versa.
- 1.8 Unless the context otherwise requires, reference to any clause, sub-clause or schedule is to a clause, sub-clause or schedule (as the case may be) of or to this Agreement.

2. Definitions

In this Agreement, unless the context otherwise requires:

“Act” means The Financial Services and Markets Act 2000 of the UK;

“Agreement” means the terms and conditions contained in this document and any document referred to in it;

“Associated Company” means, in relation to Unum, any subsidiary company or holding company or subsidiary of a holding company (as defined in section 736 of the Companies Act 1985 of the UK) of Unum for so long only as it remains a subsidiary or holding company or subsidiary of a holding company of Unum;

“Authorised” means:

- (i) a person authorised to act as an Intermediary by the Governing Body in the Territory; or
- (ii) where authorisation is not required in the Territory, carrying on Business in accordance with appropriate standards of practice acceptable to Unum and in such a way that there is no contravention of the laws of the relevant Territory;

“Business” means any agreement where an Intermediary's Client purchases any of Unum's financial products;

“Business Day” means a day other than a Saturday, Sunday or public holiday in England;

“CAAF” means Unum's Commission Account Administration Form as amended from time to time;

“Client” means a client or potential client of the Intermediary who may wish to enter into Business;

“Commission” means any payment made in the lawful currency of the UK by Unum to the Intermediary in consideration for placing Business;

“Commission Account” means any of one or more discrete numbers allocated under this Agreement to the Intermediary for the purposes of conducting Business;

“Commission Statement” means the statement of account (which may be contained in writing, disk, tape, or any other storage media) and shall be the prime record of Commission due to the Intermediary;

“Commission Schedule” means Unum's Commission Flexibility and Rates of Commission schedules as amended and notified to the Intermediary from time to time;

“Confidential Information” means all business and trade secrets, methods of doing business, and customer lists of Unum or any Associated Company in whatever form (whether or not recorded, and if recorded, regardless of medium) emanating from whatever source. It does not include information already in the public domain, any information which a party can show it knew prior to its disclosure pursuant to this Agreement or any information which has been made available by a third party (without any subsisting obligations of confidentiality);

“DPA” means the Data Protection Act 1998 of the UK;

“Financial Services Compensation Scheme” means the compensation scheme available to UK Clients in the event that an authorised firm under the Act is unable to meet claims made against it or any successor scheme exercising the same or similar functions;

“Financial Ombudsman Service” means the independent public body governed by the Act which enables the resolution of disputes between UK Clients and authorised firms under the Act or any successor body exercising the same or similar functions;

“FCA” means the Financial Conduct Authority of the United Kingdom;

“FCA/PRA Rules” means the FCA and/or PRA Handbooks (including the Insurance Conduct of Business Rules) and any regulations, where applicable from time to time in force;

“Governing Body” means the governing body or individual state regulator (if any) in the Territory, equivalent to the FCA and PRA in the UK, responsible for regulating Business transacted by the Intermediary in the Territory;

“Governing Body Rules” means the Governing Body's equivalent of the FCA and PRA Rules (if any) in the Territory;

“Group Business” means where the Client is an employer, trustee, association or similar affiliation organisation that purchases Unum financial products;

“Indemnity Commission” means an immediate advance of the full Initial Commission discounted at 1% per month compound due to be earned over the Initial Period of the Business;

“Individual Business” means an agreement for a Unum financial product insuring a single life;

“Initial Commission” means any Commission paid in respect of Individual Business relating to the Initial Period of each policy or policy increment;

“Initial Period” means that period defined in the Commission Schedule for Individual Business;

“Intellectual Property Rights” means all and any intellectual and industrial property rights anywhere in the world, including, without limitation, any invention, patent, design or utility model rights, any copyright and trade marks, service marks, database rights, topography rights, trade names, domain names, commercial or Confidential Information, know how, corporate symbol, logo and any other rights of a similar nature whether or not any of the same are registered, and the right to apply for any of them;

“Intermediary” means a person:

- (i) who is Authorised to carry on Business in the Territory and who has signed this Agreement; and
- (ii) who is domiciled and trading from a base outside the UK; and
- (iii) who does not have a permanent place of business in the UK;

“Legitimate Approach” means:

- (i) an unsolicited approach by a Client to the Intermediary; or
- (ii) an approach by, or on behalf of, the Intermediary that complies with section 21 of the Act relating to restrictions on financial promotions;

“OFAF” means Unum’s Online Facility Application Form which, upon completion by the Intermediary, will form part of this Agreement;

“Ongoing Commission” means any Commission paid in respect of a policy after the Initial Period for the policy or an increment thereto has elapsed;

“Online Facility” means the process or processes specified by Unum by which Business is conducted online via Unum’s Website or by any other electronic communications network or service provided by Unum from time to time;

“Territory” means the country or countries outside the UK (including, but not limited to, the Isle of Man, Jersey, Guernsey, Switzerland, the United States of America and Canada) in which the Intermediary has its principal place of business and from which Unum has agreed to accept Business;

“UK” means the United Kingdom of Great Britain (England, Wales & Scotland) and Northern Ireland;

“Unum’s Website” means <http://www.unum.co.uk> or such other website addresses nominated by Unum from time to time;

3. Commission

3.1 Commission will accrue at the rate and in the manner set out in Unum’s Commission Schedule as amended by Unum from time to time upon at least one month’s prior written notice to the Intermediary.

3.2 Unum will credit or pay Commission on all Business submitted to Unum by the Intermediary and accepted by Unum, provided always that:

3.2.1 in respect of Group Business, Commission will be deemed to be due when Unum has received the first premium in cleared funds;

3.2.2 in respect of Individual Business, Commission will be deemed to be due when:

3.2.2.1 Unum has received the first premium in cleared funds; and

3.2.2.2 Unum has received the direct debit mandate; and

3.2.2.3 the 30 calendar days cooling off period has elapsed.

3.3 Commission payable by Unum to the Intermediary will be paid solely in the lawful currency of the UK and monthly in arrears unless otherwise agreed in writing by Unum save that Unum may defer payment of Commission until a total of at least £30, or other such amount as Unum may notify to the Intermediary from time to time, is payable.

3.4 All premiums must be remitted to Unum without deduction of Commission or set off.

3.5 Unum may also (other than in circumstances set out in sub-clause 3.7.1 below) credit or pay Commission on Business submitted to Unum from another intermediary, provided that the other intermediary has relinquished his right in writing to the Commission in respect of that Business in favour of the Intermediary and Unum is satisfied that no other person has any valid claim to such Commission.

3.6 Where Business has lapsed, transferred or terminated, the Intermediary must repay to Unum any Commission already paid in respect of a premium that has not been received and accepted by Unum at the time of such lapse, transfer or termination. In addition, in the event of overpayment of Commission for any other reason, the Intermediary shall repay the appropriate amount to Unum in the lawful currency of the UK without any deduction or set off being made by the Intermediary.

- 3.7 Unum reserves the right to cease paying Commission (and terminate the Intermediary's servicing rights where reasonably necessary) in any of the following circumstances:
- 3.7.1 the Intermediary or the Client notifies Unum that the Intermediary is no longer to be the agent of the Client. Unum may take such steps it considers necessary to verify whether the Intermediary is still acting for the Client and will accept the Client's advice as to whether another intermediary is giving advice to such Client. In such cases the Intermediary will be notified accordingly;
 - 3.7.2 the death of the Intermediary;
 - 3.7.3 the entry of the Intermediary into voluntary arrangements or composition with the Intermediary's creditors, the commencement of bankruptcy or winding up proceedings against the Intermediary or upon the appointment of a receiver, administrator or of an administrative receiver over any of the assets of the Intermediary or the entry of the Intermediary into voluntary or compulsory liquidation (except for the purposes of a solvent amalgamation or reconstruction which has been given the prior written consent of Unum);
 - 3.7.4 the Intermediary ceasing to be Authorised;
 - 3.7.5 termination of this Agreement by Unum or the Intermediary;
 - 3.7.6 the Intermediary ceasing to be domiciled and trading from a base outside the UK and engaging in regulated activities as defined in the Act from a permanent place of business in the UK.
- 3.8 In the event that more than one claim for the same Commission shall be made, Unum shall pay Commission to the Intermediary who submitted the premium to which the Commission relates.
- 3.9 In the event of a dispute arising between two or more Intermediaries in respect of any Commission, Unum shall have the discretion to direct to whom such Commission shall be payable.
- 3.10 Unum cannot accept any responsibility for the tracing of "missing Commission" once it is paid in good faith to the Intermediary's designated bank account.
- 3.11 If the Intermediary fails to repay to Unum any monies due to Unum (including Indemnity Commission) then the Intermediary shall pay interest at a rate of 2% per month on the monies calculated from the date of demand until payment is received by Unum. Unum will advise the Intermediary in writing promptly that a premium is overdue or is unpaid.
- 3.12 All matters relating to the payment of Commission by Unum to the Intermediary shall be governed by the FCA Rules.
- 3.13 The Intermediary shall abide by any current regulatory requirements (and as subsequently amended) of the Governing Body in respect of Commission disclosure.

4. Indemnity Commission

- 4.1 On request by the Intermediary (and where Unum agrees in writing) Unum will pay Indemnity Commission on Individual Business only in accordance with the Commission Schedule.
- 4.2 For the purposes of this clause 4 "Family" includes spouse, co-habitant, parent, children, siblings and grandchildren.
- 4.3 Indemnity Commission will not be advanced to the Intermediary in respect of policies effected for the Intermediary or any employee, company representative or Family of the Intermediary.
- 4.4 The full amount of such Indemnity Commission shall be due and payable to the Intermediary in accordance with sub-clauses 3.2, 3.3 and 3.4 above.
- 4.5 In the event of Business terminating by reason of a premium payable not being paid for whatever reason when due, unearned Indemnity Commission shall be repaid immediately by the Intermediary in accordance with clause 5.2 below.
- 4.6 Unum may vary or withdraw any rights under this clause 4 upon reasonable prior written notice to the Intermediary.

5. Indebtedness

- 5.1 As long as there is any indebtedness of any nature whatsoever outstanding from the Intermediary to Unum such sums as are owing will be repayable to Unum immediately on request and any Commission, fees or other charges which would otherwise immediately accrue to the Intermediary, will accrue instead to Unum in order to reduce the indebtedness by the amount of such Commission, fees or charges.
- 5.2 Any unearned Indemnity Commission due to Unum shall be repaid immediately by the Intermediary or, at Unum's absolute discretion, set off against any other Commission due under any Commission Account held by the Intermediary.

6. Documentation

- 6.1 The Intermediary undertakes to pass on immediately to Unum or the Client (as applicable) without amendment (unless such amendment is countersigned by the Client) any documentation which is either supplied by Unum for the benefit of or for completion by the Client, or provided by the Client in relation to the Business or any proposal thereof.
- 6.2 Unum reserves the right to send communications direct to the Client.
- 6.3 All books, product literature, documentation, computer software or other material belonging to Unum and in the Intermediary's possession shall at all times be made available to Unum for inspection and shall be delivered immediately to Unum upon request.
- 6.4 The Intermediary shall permit Unum, its representatives or auditors upon reasonable notice, access to its books, accounts, records, systems or such other information relevant to this Agreement and the submission of Business for the purpose of verifying the Commission received and the Intermediary's compliance with its legal and regulatory obligations.
- 6.5 The Intermediary will provide Unum with such information as Unum may reasonably request to confirm its identity and that it is Authorised and notify Unum of any changes in its address or contact details since completion of the CAAF.
- 6.6 It is the responsibility of the Intermediary as agent of the Client to ensure that the Client is aware of the need to inform Unum immediately of any change in the Client's health or personal circumstances (or those of lives insured in relation to Group Business) that may impact on product application forms completed previously by the Client, before Unum assumes risk for all cover applied for. Such changes would include, but not be limited to, attending (or expecting to attend) doctor, hospital or clinic consultations, treatment as an in-patient, medical scans, tests, any change in occupation or hazardous sports or pastimes.
- 6.7 The Intermediary will show the Intermediary's Governing Body reference number and Client status as either a group or individual Client on each proposal for Business submitted to Unum.
- 6.8 The Intermediary undertakes to inform Unum immediately in writing of any fact or circumstance which has affected, or might affect its continuing authorisation status.
- 6.9 If the Intermediary knowingly submits Business to Unum having had its authorisation status withdrawn or suspended by its Governing Body, Unum, in the event of any loss or damage ensuing as a result to Unum's business, reserves the right to hold the directors and/or proprietors of the Intermediary personally liable for such loss or damage.
- 6.10 The Intermediary shall make itself and its employees or agents readily available for meetings (relating to compliance or relationship issues between Unum and the Intermediary) with representatives or appointees of Unum or of its Governing Body as may be required from time to time.

7. Payment of Premiums through the Intermediary

- 7.1 If the Intermediary receives from the Client monies which are to be passed to Unum, the Intermediary must pass such monies to Unum immediately without set off or deduction.

8. Indemnities & Undertakings

- 8.1 The Intermediary will indemnify Unum against any loss, costs, claims, damages, fines or expenses incurred by Unum arising from:
- 8.1.1 any breach of this Agreement, negligence, wilful default, fraud or bad faith of the Intermediary, its directors, agents or employees in the performance of its obligations under this Agreement or non-compliance with its Governing Body Rules;
 - 8.1.2 the provision to Unum of incorrect information; and
 - 8.1.3 the introduction of Business beyond the Intermediary's authorisation.
- 8.2 The Intermediary warrants to Unum that it:
- 8.2.1 will during the term of this Agreement remain Authorised to carry on Business in the Territory; and
 - 8.2.2 does not and will not engage in any regulated activities as defined in the Act from a permanent place of business in the UK; and
 - 8.2.3 will at all times comply with the regulations and laws of the Territory and indemnify Unum against any loss, costs, claims, damages, fines or expenses incurred by Unum arising from a breach of that law or regulation; and
 - 8.2.4 will notify all Clients of the appropriate regulatory system applicable to them including any appropriate complaints handling or compensation arrangements available. In particular, Clients resident in the UK must be advised that they will have no protection available to them under the Financial Services Compensation Scheme and the Financial Ombudsman Service in the UK (save in relation to any claim against Unum); and
 - 8.2.5 will provide Unum with all reasonable assistance in respect of complaints from Clients, including litigation and cases referred to an appropriate ombudsman or similar body; and
 - 8.2.6 will only conduct Business with a UK Client as a result of a Legitimate Approach.
- 8.3 The Intermediary agrees to notify Unum immediately of any material change in any of the circumstances set out in clause 8.2 above.

9. Intellectual Property Rights

- 9.1 The Intermediary agrees that it shall only use Unum's Intellectual Property Rights to the extent necessary for the performance of this Agreement. Otherwise nothing in this Agreement shall give the Intermediary any rights in respect of Intellectual Property Rights used by Unum in relation to this Agreement or of the goodwill associated therewith, and the Intermediary hereby acknowledges that it shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in Unum who is the registered owner or licensee of any such rights.
- 9.2 In order to promote new and existing Business the Intermediary shall be entitled to reproduce and display Unum's logo or trade mark (including but not limited to, on the Intermediary's website) in accordance with Unum's brand guidelines and subject to the prior written consent of Unum, until termination of this Agreement.

10. Money Laundering

- 10.1 The Intermediary undertakes that it will on behalf of Unum complete all formalities, obtain all documentation and carry out all identification procedures required in connection with the sale of any Business in accordance with the provisions of the European Council Directive 91/308/EEC, the UK Money Laundering Regulations 2003, Guidance Notes for the Financial Sector, the Proceeds of Crime Act 2002 and any other regulatory or statutory provisions with equivalent effect applicable to the UK and/or the Territory, as are in force from time to time.
- 10.2 The Intermediary undertakes that it will forward onto Unum all documentation obtained by it in accordance with sub-clause 10.1 which is required by law or regulation to be held by Unum.
- 10.3 The Intermediary undertakes that it will submit the information in sub-clause 10.2 as soon as is reasonably practicable after it has been supplied to the Intermediary by the Client but in any event no later than the date of receipt of funds from the Client by Unum.
- 10.4 Unum reserves the right not to accept funds from, or assume or maintain risk in respect of a Client in the absence of information which it believes, in its absolute discretion, satisfies the obligations imposed on it under sub-clause 10.1 above.

11. Variation

- 11.1 Subject to clause 11.2, Unum may vary the terms and conditions of this Agreement upon one month's prior written notice being given to the Intermediary.
- 11.2 Unum will notify the Intermediary as soon as reasonably practicable of any variation required by change in law or for any regulatory reason and such variation shall take effect immediately on such notification, or if earlier, the date specified in such notice.

12. Termination

- 12.1 Either party may terminate this Agreement on three months' prior written notice to the other party without giving a reason.
- 12.2 Unum may at any time terminate this Agreement forthwith if the Intermediary commits a material or persistent breach of any of the provisions of this Agreement which is not capable of remedy, or in the case of a breach which is capable of remedy, fails to remedy the breach within 10 Business Days after receipt of a written notice from Unum requiring the breach to be remedied and giving full details of the breach.
- 12.3 This Agreement will terminate automatically:
 - 12.3.1 if the Intermediary enters into a voluntary arrangement or composition with its creditors, the commencement of bankruptcy, insolvency or winding up proceedings against the Intermediary, or upon the appointment of any receiver, administrator or an administrative receiver over any of the assets of the Intermediary or the entry of the Intermediary into voluntary or compulsory liquidation (except for the purposes of a solvent amalgamation or reconstruction which has been given the prior written consent of Unum); or
 - 12.3.2 upon the death of the Intermediary; or
 - 12.3.3 if the Intermediary ceases to be Authorised; or
 - 12.3.4 if the Intermediary ceases to be domiciled and trading from a base outside the UK and engages in regulated activities as defined in the Act from a permanent place of business in the UK.

12.4 Upon termination:

- 12.4.1 the Intermediary shall return to Unum or, with the prior written consent of Unum, destroy all documents and materials (and all copies) containing Unum's Confidential Information and certify in writing that it has complied with the requirements of this sub-clause;
- 12.4.2 notwithstanding sub-clause 12.4.1 above, Unum will allow the Intermediary access to any such documents and materials if such access is required by the Intermediary to meet its regulatory obligations;
- 12.4.3 the Intermediary will cease to use any trade mark of Unum and shall not use any trade mark, business name, mark, emblem, packaging or setup which resembles the trade mark of Unum so as to be likely to deceive or cause confusion or which might amount to passing off or unfair trading; and
- 12.4.4 in accordance with sub-clauses 12.2 or 12.3 Unum shall be entitled to transfer all of the Business and deal direct with the Client or, where appropriate, make alternative arrangements for the servicing of the Clients without further reference to the Intermediary.

- 12.5 Termination is in all events without prejudice to any accrued rights or liabilities of either party up to the date of termination.

13. Data Protection Act 1998

- 13.1 The Intermediary undertakes to comply with the DPA (where appropriate) and the regulations and laws in the Territory relating to data protection and in particular, but without limitation, shall:
 - 13.1.1 obtain and maintain all appropriate notifications required under any data protection legislation in the Territory and ensure that its notification details include all persons, purposes and other particulars required to be notified in connection with this Agreement;
 - 13.1.2 ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

- 13.2 Unum will process personal data relating to the Client (or lives assured in relation to Group Business), Intermediary and its Commission Account in accordance with the DPA.
- 13.3 Unum reserves the right, and the Intermediary consents to Unum disclosing where reasonably necessary, personal data (as defined in the DPA) relating to how the Intermediary conducts the Commission Account, the payments made under it, any default in payment or failure to abide by this Agreement to:
- 13.3.1 credit reference agencies, fraud prevention agencies or other similar agency;
 - 13.3.2 other product providers;
 - 13.3.3 third parties contracting with Unum who agree to keep such personal data confidential;
 - 13.3.4 assist with market research, assessment and statistical analysis to develop and improve Unum's business; and
 - 13.3.5 any regulatory body or if required to do so by law.

14. E-mail

- 14.1 The Intermediary acknowledges that personal data (excluding sensitive personal data detailing physical or mental health or condition) relating to the Intermediary or Client may be transmitted electronically via the internet or E-mail by Unum. For the purposes of this clause "personal data" and "sensitive personal data" shall have the meaning set out in the DPA.
- 14.2 Where the Intermediary has provided Unum with its E-mail address(es), the Intermediary agrees that Unum may communicate with it (and vice versa) by E-mail.
- 14.3 The Intermediary will notify Unum if its E-mail address(es) change(s) as soon as reasonably practicable.
- 14.4 The Intermediary acknowledges that E-mail may be intercepted by third parties or electronically delivered to parties other than the addressee. Any such information is sent at the Intermediary's own risk.
- 14.5 The Intermediary will notify Unum as soon as reasonably practicable should it become aware of any failure, delay or error in sending or receiving an E-mail. Unum's records of E-mail sent or received will be conclusive evidence that the E-mail has been sent unless there is a clear mistake.

- 14.6 Unum may withdraw the E-mail facility at any time upon reasonable notice to the Intermediary.
- 14.7 The Intermediary will notify Unum in writing if it no longer wishes to communicate via E-mail.

15. General Provisions

- 15.1 This Agreement shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.
- 15.2 This Agreement constitutes the entire agreement between the parties. Any previous agreements or terms of business are cancelled with immediate effect after receipt of this Agreement. Submission of Business after that date will be deemed as acceptance of this Agreement.
- 15.3 The Intermediary may not assign its rights or benefits under this Agreement without the prior written consent of Unum (which shall not be unreasonably withheld or delayed).
- 15.4 The waiver by Unum of any breach of any of the terms and conditions of this Agreement by the Intermediary shall not prevent the subsequent enforcement of that term and shall not be deemed to be a waiver of any subsequent breach.
- 15.5 The Intermediary covenants with Unum that it will not during the term of this Agreement or for the period of six months following the termination of this Agreement, without the prior written consent of Unum, in connection with the carrying on of any business relating to the selling of insurance products on its own behalf or on behalf of any person firm or company directly or indirectly endeavour to entice away from Unum any employee who is at any time during the term of this Agreement employed by Unum.
- 15.6 Neither party shall be liable for any failure, interruption or delay in the performance of its obligations under this Agreement, in whole or in part, if such delay or failure is due to any cause beyond its reasonable control, such as but not limited to, fire, strikes, floods, storms, war, terrorism, invasion of armed forces, blockade, insurrection or lockouts.
- 15.7 If for any reason any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared as such by any court of competent jurisdiction or any other competent authority, such provision shall be deemed deleted from this Agreement and the remaining provisions shall remain in full force and effect.

- 15.8 At the request of either party, the parties will meet to negotiate in good faith to agree valid, legal and enforceable provisions in substitution for any invalid, illegal or unenforceable provision referred to in sub-clause 15.7 whilst at the same time reconsidering the other provisions of this Agreement not so affected so as to re-establish an appropriate balance of the commercial interests of the parties.
- 15.9 No person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 of the UK.
- 15.10 Any notices to be given under this Agreement shall be in writing and may be delivered personally or sent by recorded or registered letter or UK first class post or by facsimile transmission (confirmed by hard copy within 48 hours of transmission). The address for service of notices to Unum is the Company Secretary, Unum Limited, Milton Court, Dorking, Surrey, RH4 3LZ, UK, fax number 00441306 873626 or such other address or fax number as notified to the Intermediary from time to time. The address for service of the Intermediary shall be its principal place of business as set out in the CAAF or such other address as notified to Unum from time to time.
- 15.11 All notices issued under this Agreement shall be deemed to have been served as follows:
- 15.11.1 if personally delivered or sent by recorded or registered letter, at the time of delivery;
- 15.11.2 if sent by UK first class post, on the expiry of forty-eight hours after the envelope containing the notice was delivered into the custody of the UK postal authorities; and
- 15.11.3 if sent by facsimile transmission, on completion of its successful transmission, provided that in the case of delivery by hand or facsimile transmission, if delivery or completion of a transmission occurs after 5pm (UK time) on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9am (UK time) on the next following Business Day.
- 15.12 Each party shall carry out its obligations under this Agreement in accordance with all applicable legislation, policies, codes of practice, rules and regulations (including, but not limited to, the FCA/PRA Rules and Governing Body Rules issued from time to time).
- 15.13 Nothing in this Agreement shall prevent either party from carrying on any business relating to the selling of insurance products in accordance with all applicable FCA/PRA Rules or Governing Body Rules, as appropriate.
- 15.14 In the event that there is a conflict between the terms and conditions of this Agreement and any applicable FCA/PRA Rule, the FCA/PRA Rule shall prevail.
- 15.15 Each party shall provide such reasonably requested assistance and information to the other which is required in order to comply with its obligations under sub-clause 15.12 (at the requesting party's sole cost and expense)
- 15.16 Unum reserves the right, in the event that new legislation or regulations are introduced into the Territory, to require the Intermediary to seek authorisation under that legislation or regulation. Where such legislation or regulation is introduced and the Intermediary fails to apply for authorisation, Unum reserves the right to deem the Intermediary not Authorised for the purposes of this Agreement.
- 15.17 In the event that the Intermediary requires access to Unum's Online Facility, the Intermediary must complete the OFAF which upon completion will be deemed to form part of this Agreement.

Declaration and Acceptance of Terms and Conditions

I have received, read and accept this Agreement and understand that signing this document constitutes formation of a legally binding contract and agree that the terms and conditions of this Agreement will apply to all Business submitted by the Intermediary to Unum.

I confirm that I am duly authorised to enter into this Agreement on behalf of the Intermediary.

Signed for and on behalf of the Intermediary

Date:

Name:

Position:

Firm:

Governing Body:

Governing Body reference number:

Signed for and on behalf of Unum



Mark Till
Chief Executive Officer

unum.co.uk

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