

UNUM LIMITED

Intermediary terms of business effective from 1st January 2020 (including Unum Dental)

Non-dental

(A) PLEASE READ these Intermediary Terms of Business (“Terms of Business”), the Quote (as defined below) and the CAAF (as defined below) carefully as they set out the terms upon which You conduct any and all business with UNUM, to the exclusion of any other terms You may purport to apply. It is at the time UNUM confirms to You in writing (which includes, without limitation, confirmation by email) that UNUM accepts the completed CAAF that the agreement between You and UNUM is formed in respect of such business (“UNUM Agreement”).

Dental

(B) PLEASE READ these Terms of Business, the Quote and the Commission Schedule (as defined below) carefully as they set out the terms upon which You conduct any and all business with UNUM Dental, to the exclusion of any other terms You may purport to apply. It is at the time UNUM Dental provides You with the completed Commission Schedule that the agreement between You and UNUM Dental is formed in respect of such business (“UNUM Dental Agreement”).

1. INTRODUCTION

- 1.1 UNUM Limited is a limited company incorporated in England and Wales (registered number 983768) whose business address is Milton Court, Dorking, Surrey RH4 3LZ (“UNUM”).
- 1.2 UNUM Limited trading as UNUM Dental is a limited company incorporated in England and Wales (registered number 983768) whose business address Milton Court, Dorking, Surrey RH4 3LZ (“UNUM Dental”).
- 1.3 You are the entity authorised under Financial Services and Markets Act 2000 (the “Act”) OR a professional firm regulated by a Designated Professional Body to carry on regulated activities that conducts business with UNUM or UNUM Dental (the “Intermediary” or “You”).
- 1.4 UNUM’s details can be verified on their own website at <http://www.unum.co.uk> or on the FCA’s website <http://www.fca.gov.uk/register>.
- 1.5 The Intermediary conducts business with UNUM / UNUM Dental on the basis of the Agreement.
- 1.6 The only exception to the Intermediary conducting business with UNUM / UNUM Dental on the basis of the Agreement is to the extent otherwise agreed in the form of an Intermediary Terms of Business Variation Agreement (“Variation Agreement”).

2. DEFINITIONS

2.1 The following terms all have the meanings given to those terms in Data Protection Laws: "Data Controller", "Personal Data", "Data Processor", and "Processing". The following terms have the following meanings:

"Agreement" means, in respect of the agreement between UNUM and the Intermediary referred to in clause (A) above, the UNUM Agreement, and, in respect of the agreement between UNUM Dental and the Intermediary referred to in clause (B) above, the UNUM Dental Agreement.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England.

"CAAF" means the Commission Account Application Form completed by the Intermediary for the purposes of UNUM only.

"Client" means any actual or prospective client of the Intermediary who may also be a Policyholder under a certificate of insurance granted pursuant to the terms of the Agreement.

"Commission" means the standard payment amount as detailed in UNUM / UNUM Dental's quotation for Group, Individual or Dental Business and as detailed in clause 5 of these Terms of Business.

"Commission Schedule" means the separate schedule to these Terms of Business provided by UNUM Dental to the Intermediary, which sets out the commission arrangement relating to Dental Business.

"Confidential Information" in relation to any Party means all information in whatever form which relates to the Agreement or to any company, including without limitation policy records, data, data analysis, business strategy and/or practice whether disclosed orally or in writing. Confidential Information does not include information already in the public domain. For the avoidance of doubt Personal Data is not included in this definition of Confidential Information as it is covered by Data Protection Laws as set out in clause 13 and 14.

"Data Protection Laws" means all laws, enactments, regulations, regulatory policies, by laws, ordinances, subordinate legislation and mandatory guidance and codes of practice relating to privacy and applicable to UNUM / UNUM Dental and/or the Intermediary including: (i) the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any laws or regulations implementing Council

Directive 2002/58/EC; and (ii) the General Data Protection Regulation (EU) (2016/679) ("GDPR") and the Data Protection Act 2018 .

"Dental Business" means where the Client is an employer, association or similar affiliation organisation that purchases UNUM Dental products including optical insurance. Such business will also include a dental product insuring a single life.

"Designated Professional Body" means a professional body designated by the Treasury under the Financial Services and Markets Act 2000.

"Group Business" means where the Client is an employer, 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 as set out in the relevant Policy and quotation.

"Individual Business" means an agreement for a UNUM financial product insuring a single life.

"Intellectual Property" means any patents, inventions, trade secrets, trade marks, service, marks, domain names, corporate symbol, logos, registered designs, rights in data , data bases.

"Premium" means, in respect of each Policy, the premium payable by the Policyholder for that Policy excluding any and all deductions and taxes (such as insurance premium tax).

"Policy" means a contract of insurance entered into between UNUM / UNUM Dental and a Policyholder in respect of a Product.

"Policyholder" means a Client that has entered into a Policy with UNUM / UNUM Dental.

"Product" means any insurance product to be underwritten by UNUM / UNUM Dental that the Parties agree in writing from time to time shall be promoted and/or offered for sale to a Client by the Intermediary, including as set out in a Variation Agreement.

"Quote" means a quote provided by UNUM or UNUM Dental, which includes details, as applicable, of the Group Business and/or the Individual Business or the Dental Business, and related Commission.

"Regulations" means all applicable statutory and other rules, laws, regulations, instruments and provisions in force from time to time including the rules, codes of conduct, codes of practice, practice requirements and accreditation terms stipulated by

any authority or body including any Regulator to which a Party is subject from time to time.

“Regulator” means the Financial Conduct Authority (“FCA”), the Prudential Regulation Authority (“PRA”), the Financial Ombudsman Service (“FOS”), Solicitors Regulation Authority (“SRA”), Information Commissioner’s Office (“ICO”), the Advertising Standards Authority, the Competition and Markets Authority or any other supervisory authority, competent governmental, statutory or regulatory body having regulatory or supervisory authority, jurisdiction or control over a Party in relation to the fulfilment of its obligations under the Agreement.

“Rules” means the FCA’s Handbook and PRA Rulebook including the Insurance Conduct of Business Sourcebook for Insurers (including regulations, where applicable) from time to time in force.

“Sanctions Laws” means any applicable export control and economic sanctions laws and regulations of the United Kingdom, the European Union (or any Member State thereof), the United Nations and any applicable European Union restrictive measure that has been implemented pursuant to any European Council or Commission Regulation or Decision adopted pursuant to a Common Position in furtherance of the European Union’s Common Foreign and Security Policy.

3. OBLIGATIONS

- 3.1** The Intermediary shall carry out its obligations, and exercise its rights, under the Agreement in accordance with the Regulations and Rules.
- 3.2** The Intermediary warrants that it is and will continue to be duly authorised and licensed to perform its duties in the United Kingdom and undertakes to maintain in force at all times professional indemnity insurance in accordance with the requirements prescribed by the Regulator.
- 3.3** The Intermediary is responsible for giving a fair presentation of the risk, on behalf of the Client, disclosing any material circumstance which might influence UNUM / UNUM Dental’s decision to underwrite the risk and/or to offer terms. Failure to provide full details of the material circumstances may result in termination of the Policy, a claim being rejected in part or in full, and/or Unum retaining all Premium paid or the Client having to pay some additional Premium at a later stage.

3.4 The Intermediary shall inform UNUM / UNUM Dental immediately if at any time during the period of the Agreement:

- 3.4.1** the Regulator suspends, varies or withdraws the Intermediary’s authorisation; or
- 3.4.2** the Intermediary becomes insolvent, is put into receivership, administration, bankruptcy, and/or is unable to pay its debts; or
- 3.4.3** the Regulator initiates an investigation or enforcement action is taken in respect of the Intermediary (or its employees, agents, representatives or sub-contractors).

3.5 The Intermediary shall not:

- 3.5.1** represent itself or hold itself out as an agent of UNUM or UNUM Dental; or
- 3.5.2** bind UNUM / UNUM Dental; or
- 3.5.3** issue policies of insurance or endorsements as UNUM or UNUM Dental; or
- 3.5.4** defend, dispute or settle claims for or on behalf of UNUM or UNUM Dental; or
- 3.5.5** make any promise, representation or statement with reference to the policies of insurance beyond those terms supplied by UNUM and UNUM Dental.

4. PREMIUM

- 4.1** Ordinarily UNUM / UNUM Dental shall collect Premium (including taxes) direct from the Client. In the rare event that the Intermediary shall collect or receive Premium (including taxes) then the Intermediary shall pay the Premium to UNUM / UNUM Dental within the terms permitted under the Policy. All Premiums must be remitted to UNUM / UNUM Dental without deduction of Commission or set off. In the event the Intermediary receives the Premium after the time permitted for the Client to pay the Premium to UNUM or UNUM Dental and provided the relevant contract of insurance has not been validly cancelled, the Intermediary shall pay that Premium to UNUM / UNUM Dental as soon as reasonably possible.

5. COMMISSION / REMUNERATION

- 5.1** Subject to clause 5.3, for UNUM, Commission will be paid in accordance with the method selected on the CAAF, in arrears and shall become payable to the Intermediary when UNUM has received cleared Premium funds in respect of Group Business and in respect of Individual Business when UNUM has received cleared funds, a direct debit mandate and the 30 days cancellation period has expired.
- 5.2** Commission payable by UNUM Dental for Dental Business shall be paid in accordance with the terms set out in the Commission Schedule.
- 5.3** Commission will be paid to the Intermediary who was in place at the time the Premium to which the Commission relates was received by UNUM / UNUM Dental. If UNUM / UNUM Dental have erroneously paid Commission to the Intermediary, the Intermediary shall reimburse the balance to UNUM / UNUM Dental.
- 5.4** In the event that more than one claim for the same Commission shall be made, UNUM / UNUM Dental shall have the discretion to pay Commission to the Intermediary it considers to be entitled to such Commission, taking into account any preference expressed by the Client.
- 5.5** In addition UNUM will pay Indemnity Commission in respect of Individual Business as agreed and set out in the relevant Individual Business Policy and quotation. If the Individual Business Policy is cancelled for whatever reason and/or Premium remains unpaid Indemnity Commission MUST be repaid and/or at the sole discretion of UNUM can be set off against any other Commission payment.

6. CLIENT MONEY & RISK TRANSFER

- 6.1** If the Intermediary is required to hold any money it receives from the Client the Intermediary must hold those monies in accordance with the FCA's Client Assets Sourcebook rules, and as a matter of policy MUST hold all monies separately from any accounts used to hold money belonging to the Intermediary.
- 6.2** Except where stated in clause 6.1, where the Intermediary holds:
- (a)** Premium due to be paid to UNUM or UNUM Dental; or
 - (b)** returned Premium due to be paid to the Intermediary's Client;

the Intermediary shall hold such monies as the agent of the Client. The Intermediary has no authority under the Agreement to permit any third-party, sub-agent, or Appointed Representative (as defined by the Rules) to receive, hold, or pay any money on behalf of UNUM or UNUM Dental, without UNUM / UNUM Dental's consent.

7. DOCUMENTATION

- 7.1** The Intermediary undertakes to pass on immediately to UNUM / UNUM Dental or the Client (as applicable) without amendment (unless such amendment is countersigned by the Client) any documentation which is either supplied by UNUM / UNUM Dental for the benefit of, or for completion by, the Client or which has been provided by the Client in relation to Individual Business, Group Business or Dental Business or any proposal thereof.
- 7.2** The Intermediary shall permit UNUM / UNUM Dental, its representatives or auditors, upon reasonable notice, access to its books, accounts, records, systems or such other information relevant to the Agreement and the submission of Individual Business, Group Business or Dental Business, for the purpose of verifying the Commission received and the Intermediary's compliance with its legal and regulatory obligations.
- 7.3** The Intermediary will notify UNUM / UNUM Dental of any changes in its address or contact details since completion of the CAAF.
- 7.4** 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 / UNUM Dental immediately of any change in the Client's health or personal circumstances (or those of employees insured in relation to Group Business or insureds in relation to Dental Business) that may impact on product application forms completed previously by the Client, before UNUM / UNUM Dental assumes risk and provides cover.
- 7.5** The Intermediary shall make itself and its employees or agents readily available for meetings (relating to compliance or relationship issues between UNUM / UNUM Dental and the Intermediary) with representatives or appointees of UNUM / UNUM Dental or of the FCA and or / PRA as may be required from time to time.

8. INTELLECTUAL PROPERTY

- 8.1** Neither Party shall advertise on behalf of the other, nor shall either Party use the other's name, trade names, trademarks or logos or data or any part of them in advertising without the other's prior written consent save to the extent necessary for the performance of the Agreement.
- 8.2** Neither Party shall communicate any non-exempt financial promotions in respect of the other and the other's business unless it is authorised to do so or unless the other Party has given its consent.

9. DIRECT CLIENT CONTACT

- 9.1** UNUM / UNUM Dental reserves the right to deal directly with any Client or an employee of a Client or an insured in the following situations, including, but not limited to:
- 9.1.1** a claim arises; or
 - 9.1.2** fraud has been committed by the Intermediary; or
 - 9.1.3** a complaint is addressed to the management of UNUM / UNUM Dental and/or UNUM / UNUM Dental; or
 - 9.1.4** a complaint which involves any actual or threatened report to the media; or
 - 9.1.5** a complaint is commercially sensitive; or
 - 9.1.6** the administration and/or insolvency of the Intermediary; or
 - 9.1.7** breach of the Agreement by the Intermediary; or
 - 9.1.8** on termination of the Agreement; or
 - 9.1.9** for Client research or feedback.

10. COMMUNICATION

- 10.1** The Intermediary acknowledges that Personal Data relating to the Intermediary or Client (or Personal Data of employees insured in relation to Group Business or an insured in relation to Dental Business) may be transmitted electronically via the internet or email by UNUM / UNUM Dental.
- 10.2** Where the Intermediary has provided UNUM / UNUM Dental with its email address(es), the Intermediary agrees that UNUM / UNUM Dental may communicate with it (and vice versa) by email.

- 10.3** The Intermediary will notify UNUM / UNUM Dental immediately if its email address(es) change(s) as soon as reasonably practicable.
- 10.4** The Intermediary acknowledges that email 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.
- 10.5** The Intermediary will notify UNUM / UNUM Dental as soon as reasonably practicable should it become aware of any failure, delay or error in sending or receiving an email. Unum's records of email sent or received will be conclusive evidence that the email has been sent unless there is a clear mistake.

11. COMPLAINTS

- 11.1** UNUM / UNUM Dental take all complaints very seriously and aim to resolve them fairly and promptly.
- 11.2** UNUM / UNUM Dental expect the Intermediary to manage all complaints relating to UNUM / UNUM Dental Products in accordance with the Regulators' requirements.
- 11.3** The Intermediary shall notify UNUM / UNUM Dental promptly and within 48 hours of becoming aware of any complaint that relates to a UNUM / UNUM Dental Product, Policy or Policyholder, any complaint marked for the attention of / or references UNUM / UNUM Dental or its senior management or board members, any pre-action or actual litigation correspondence relating to UNUM / UNUM Dental and any other matter or correspondence that implicates UNUM / UNUM Dental in media or press attention.
- 11.4** The Intermediary shall ensure that all Clients are notified and are provided with full details of and made aware of the remit and role of The Financial Ombudsman Service.
- 11.5** Clients may be entitled to compensation from the Financial Services Compensation Scheme ("FSCS") if UNUM / UNUM Dental cannot meet its liabilities under a Policy. Eligibility to claim under the FSCS is determined by the FSCS eligibility rules.

12. PROFESSIONAL INDEMNITY INSURANCE AND LIABILITY

- 12.1** The Intermediary will indemnify UNUM / UNUM Dental against any loss, costs, claims, damages, fines or expenses incurred by UNUM / UNUM Dental arising from any breach of the Agreement, negligence, wilful default, fraud or bad faith of the Intermediary, its directors, agents or employees in the performance of its obligations under the Agreement or non-compliance with Regulatory requirements.
- 12.2** The Intermediary shall throughout the term of the Agreement maintain adequate professional indemnity insurance covering its obligations, at least as prescribed by its Regulators.

13. DATA PROTECTION

- 13.1** UNUM is a Data Controller for the purposes of the Policy which includes the collection of Personal Data from the Intermediary for the purposes of entering into the Policy and the ongoing administration of the Policy.
- 13.2** UNUM will process Personal Data received from the Intermediary solely for the purposes of carrying out UNUM / UNUM Dental's responsibilities as set out in the Agreement and not for any other purpose.
- 13.3** The Intermediary is a Data Processor on behalf of the Client and is responsible to the Client under Data Protection Laws.
- 13.4** Nothing in the Agreement shall prohibit or otherwise restrict a Party from complying with its obligations under Data Protection Laws.

14. DATA PROTECTION AND SOLE TRADERS

- 14.1** Where the Intermediary is a sole trader UNUM / UNUM Dental will collect personal information from the Intermediary (sole trader) pursuant to its legitimate interests to:
- 14.1.1** contact the Intermediary (sole trader) in furtherance of UNUM / UNUM Dental's business interests and the promotion of UNUM's products and services; and
 - 14.1.2** discharge UNUM / UNUM Dental's legal and regulatory obligations to deal with authorised individuals.
- 14.2** Bank account details will be collected from the Intermediary (sole trader) in order to facilitate

the Processing of Commission payments that may be payable to that Intermediary under the Agreement.

- 14.3** The Intermediary's internet protocol address and cookies will be collected in furtherance of UNUM's legitimate interest in improving the performance of its website.
- 14.4** UNUM / UNUM Dental may transfer the Intermediary's personal information outside of the United Kingdom ("UK") and the European Economic Area ("EEA"). UNUM / UNUM Dental will ensure that it uses the appropriate derogation under the Data Protection Laws.
- 14.5** UNUM reserves the right to amend its requirements in respect of the collection of personal information in future in response to changes in its legitimate interests under or in connection with the Agreement.

15. FINANCIAL CRIME POLICY REQUIREMENTS

- 15.1** In entering into the Agreement, the Intermediary warrants that it has not done, and in performing its obligations under the Agreement, the Intermediary undertakes that it shall not do, any act or thing that contravenes the Bribery Act 2010 or any other applicable anti-bribery or anti-money laundering laws and/or regulations.
- 15.2** The Intermediary warrants and represents that it has put in place, and undertakes to maintain, adequate and effective anti-bribery policies and procedures which comply with the UK Bribery Act 2010 UK and any other relevant regulatory or statutory provisions with equivalent effect, as are in force from time to time (the "Procedures"). The Intermediary warrants and undertakes that in connection with the Agreement it shall comply with, and shall procure that any persons used by or acting for or on behalf of the Intermediary in connection with the Agreement from time to time shall comply with the Procedures.
- 15.3** The Intermediary warrants and represents that it has put in place, and undertakes to maintain, effective policies and procedures to comply with, and undertakes that it will comply with, all provisions of the European Council Directive 91/308/EEC, the Terrorism Act 2000, Proceeds of Crime Act 2002, Money Laundering Regulations 2007 and Money

Laundering, Terrorist Financing and Transfer of Funds Regulations 2017, regarding money laundering and terrorist financing, as well as the Criminal Finance Act 2017 to prevent the facilitation of tax evasion, together with all other relevant regulatory or statutory provisions with equivalent effect, as are in force from time to time.

- 15.4** The Intermediary warrants that in entering into the Agreement, it has not done and in performing its obligations under the Agreement, the Intermediary undertakes that it shall not do, any act or thing that contravenes, circumvents or directly or indirectly facilitates a contravention of Sanctions Laws.
- 15.5** The Intermediary warrants that it has in place adequate and effective (i) sanctions compliance policies and procedures; and (ii) screening processes to identify individuals and/or entities sanctioned under applicable Sanctions Laws and undertakes to inform UNUM / UNUM Dental of the appearance of any (prospective) Client on a recognised sanctions list.
- 15.6** The Intermediary undertakes that it will not engage in any activity, practice or conduct: (i) outside of the UK which would constitute an offence under any relevant UK legislation if such activity, practice or conduct had been carried out in the UK; or (ii) which would constitute a criminal act in the jurisdiction in which it is located or doing business, or which would expose the Company to any criminal sanction. The Intermediary shall procure that any third party involved in the provision of services arising from the Agreement shall also avoid any similar activity.
- 15.7** The Intermediary shall immediately notify UNUM in writing on becoming aware of, or suspecting, any failure to comply with any provision of this clause 15.
- 15.8** The Intermediary shall co-operate and provide assistance to UNUM / UNUM Dental by providing access, upon reasonable request, to its personnel, books and records (including electronic records) and information as may be requested by UNUM / UNUM Dental, from time to time, in an expeditious manner, in order to review the Intermediary's compliance with its obligations under this clause 15.
- 15.9** Any failure by the Intermediary to comply with any provision of this clause 15 shall

entitle UNUM / UNUM Dental to terminate the Agreement immediately at no cost, liability or penalty to UNUM / UNUM Dental and without prejudice to any other rights or remedies that may have accrued to UNUM / UNUM Dental's benefit under or in connection with the Agreement.

- 15.10** To the extent permitted by law, the Intermediary shall indemnify and hold harmless UNUM / UNUM Dental and its and their successors assigns, officers, employees and representatives against all and any actions, claims, proceedings, demands, costs, damages, losses, fines, penalties and expenses suffered or incurred by UNUM / UNUM Dental arising out of the Intermediary's failure to comply with this clause 15.

16. MODERN SLAVERY ACT

- 16.1** The Parties shall and shall ensure that each of its subcontractors shall:
- 16.1.1** comply with all applicable laws, statutes, regulations in force from time to time, including, but not limited to, the Modern Slavery Act 2015; and
- 16.1.2** take reasonable steps to ensure that there is no modern slavery or human trafficking in the suppliers' or subcontractors' supply chains or in any part of their business.

17. FORCE MAJEURE

- 17.1** Neither Party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 28 days the party not affected may terminate the Agreement by giving 28 days written notice to the affected party.

18. ASSIGNMENT

18.1 This Agreement is personal to the Parties and the Intermediary shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement, without the written consent of UNUM.

19. CONFIDENTIALITY

19.1 Each Party undertakes that it shall not at any time during the Agreement, and for a period of 5 years after termination of the Agreement, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other Party belongs, except as required to perform its obligations under or in connection with the Agreement.

19.2 For the avoidance of doubt each Party may disclose the other Party's Confidential Information to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with the Agreement. 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; and as may be required by law, a court of competent jurisdiction or any governmental or Regulator.

20. TERMINATION

20.1 Without affecting any other right or remedy available to it, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if the:

20.1.1 other Party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 7 Business Days after being notified in writing to make such payment; or

20.1.2 other Party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) the Intermediary fails to remedy that breach within a period of 7 days after being notified in writing to do so; or

20.1.3 other Party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement.

20.2 Without affecting any other right or remedy available to it, UNUM / UNUM Dental may terminate the Agreement with immediate effect by giving written notice to the Intermediary if:

20.2.1 the Intermediary becomes insolvent, is put into receivership, administration, bankruptcy, and/or is unable to pay its debts; or

20.2.2 a Regulator initiates an investigation or enforcement action is taken in respect of the Intermediary (or its employees, agents, representatives or sub-contractors); or

20.2.3 the Regulator suspends, varies or withdraws the Intermediary's authorisation.

20.3 Without affecting any other right or remedy available to it, either party may terminate the Agreement on giving not less than 90 days' written notice to the other party.

21. NOTICES

21.1 Any notice given to a Party under or in connection with the Agreement shall be in writing and shall be delivered by pre-paid first-class post or other next working day delivery service at its registered office.

21.2 Any notice shall be deemed to have been received the next working day delivery service, at 9.00 am on the second Business Day after posting.

21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. RUNOFF

22.1 Upon termination:

22.1.1 the Intermediary shall return all documents and materials to UNUM / UNUM Dental. UNUM / UNUM Dental will allow the Intermediary access to any documents and materials required to meet its regulatory obligations;

22.1.2 the Intermediary will cease to use any Intellectual Property of UNUM; and

22.1.3 UNUM shall be entitled to transfer all of the Group, Individual and Dental Business under the Agreement.

23. ENTIRE AGREEMENT

23.1 The Agreement and the documents referred to in it (including any Variation 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.

23.2 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 the Agreement.

24. VARIATIONS

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

25. WAIVER

25.1 No failure or delay by a Party to exercise any right or remedy provided under the 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.

26. NO PARTNERSHIP

26.1 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the Party.

26.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

27. 3RD PARTY RIGHTS

27.1 No-one other than a Party to the Agreement its successors and permitted assignees, or any other member of the UNUM group shall have any right to enforce any of its terms.

28. GOVERNING LAW AND JURISDICTION

28.1 The Agreement and any dispute or claim (including non-contractual disputes or claims) 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.

28.2 The Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.