

Terms of Business Agreement

Scope and Application

The purpose of this Terms of Business Agreement (the “Agreement”) is to describe our professional relationship and the services we will provide to you.

Your direction to bind coverage and/or your payment related to your insurance placement will be deemed your signed, written agreement to be bound by the provisions of this document.

In this document ‘we’, ‘us’, ‘our’ and ‘FUIB’ means FirstUnited Insurance Brokers Limited and the ‘assured’ means the assured, the insured, or you who is seeking insurance cover. Also, the term ‘insurance’ includes reinsurance and the term ‘insurers’ includes reinsurers.

You should read this Agreement carefully and contact us should there be anything in this Agreement with which you disagree or do not understand.

This Agreement takes immediate effect and supersedes any terms of business agreement that may have been previously sent to you by us.

Status Disclosure

We are an insurance intermediary and are authorised and regulated by the Malta Financial Services Authority (the “MFSA”), in terms of the Insurance Intermediaries Act (Chapter 487 of the laws of Malta) (the “Insurance Intermediaries Act”). Our company registration number is C2250 and our permitted business is to arrange general and long-term insurance contracts. We are enrolled in the Brokers List and designated persons are enrolled in the Brokers Register. You can verify this on the MFSA’s Brokers List by visiting www.mfsa.com.mt or by contacting the MFSA on (+356) 2144 1155 or visiting their office at Notabile Road, Mriehel.

Our services to you may include (but are not limited to) advisory, administration, placement and claims services for your

insurance requirements over a range of general and long term insurance products. Where our service differs to this we will advise you accordingly.

We are committed to acting in your best interests in providing our services.

As an insurance intermediary, we normally act for you and in doing so, we recommend and arrange insurance with a range of insurers, according to the nature of the product required.

In certain circumstances we may act for insurers when insurers have granted us a binding authority, which enables us to accept business on their behalf and immediately provide coverage for a risk. We may also arrange lineslips, which enable an insurer to bind business for itself and other insurers and we may manage these lineslips for such insurers.

We may place your insurance business under a binding authority, lineslip or similar facility where we reasonably consider these to match your insurance requirements/instructions.

We will provide you with details of the cover effected on your behalf, including the insurer(s) who are underwriting the risk, and where we make a recommendation to you, we will clarify the scope of the advice given and explain the reasons. This will be provided in a durable medium (hard copy). Although our report will set out key aspects of the cover, this is not intended to be a substitute to the insurer(s) policy wording, which will take precedence in setting out the terms of the cover.

We do not offer advice in relation to tax, accounting, or regulatory matters and accordingly, you should take separate advice as you consider necessary regarding such matters. Further, we are not lawyers and we do not provide advice on legal matters (including sanctions). Nor will we commence or defend legal proceedings on your behalf. You should take appropriate legal advice on your position, including on limitation periods that may apply to any claims vaunted against you, any

legal proceedings that may be instituted and any steps which you may need to take in respect thereof to protect your interests.

Only upon receipt of your instructions can we place cover for you. Cover is not in place until we have confirmed it to you in writing. The extent of our responsibility is defined in this Agreement.

Core Services Provided

Negotiation and Placing

We will discuss your requirements with you, including the scope of cover sought, limits to be sought and cost. Upon receipt of your instructions, whether written or oral, we will endeavour to satisfy those insurance requirements.

We will provide you with information about the insurance cover we recommend to you, to enable you to decide whether to accept the insurance cover offered by insurers.

As your insurance broker, we will answer any questions you may have on the proposed cover, its benefits, restrictions, exclusions and conditions. You will be responsible for reviewing this information and if the coverage and terms do not accord with your instructions you should advise us immediately.

During the course of the placement of the insurance we will endeavour to keep you informed of any inability to obtain the coverage sought by you.

We will use reasonable endeavours to implement your insurance programme, subject to available insurers, before the intended date of inception, renewal or extension of cover (whichever is appropriate).

You should review the insurance premium payment terms we advise you. All premium payment terms must be met on time or the insurers may have the right to effect notice of cancellation for non-payment of premium.

We will forward to you any contract documents or summaries, if applicable, and any amendments or endorsements to the contract as soon as reasonably practicable. You are responsible for reviewing the

documentation we send you confirming that you have coverage with insurers to ensure that it is in accordance with your instructions.

If you have any questions about the coverage, limits or other terms and conditions, or concerns that we have not implemented your instructions correctly, please contact us immediately.

Claims

We will provide claims handling services for the period of our appointment. These services can be continued beyond that point by mutual agreement but may be subject to additional remuneration.

You must inform us as soon as reasonably possible of any incident which may result in a claim under any insurance arranged by us and of all the relevant facts relating to the incident. Please note that this does not override any additional obligations which may be imposed by insurers, details of which will be provided in the relevant policy.

Our claims handling services include, upon receiving the required information from you, the notification of the claim or circumstances to insurers, the communication of reports and correspondence in connection with the claim between appropriate parties and arranging the collection and/or settlement of the claim in accordance with market practice and the terms and conditions of the contract.

Our claim handling services will not be provided in the event that claims are dealt with by you with insurers directly. Where we collect claims payments these will be remitted to you as quickly as possible. However, we will not remit claims monies to you before we have received them from insurers.

We may be granted authority by insurers, for example under a binding authority, or a lineslip agreement, to settle claims on the insurance directly. We settle such claims made within the terms and conditions of the authority granted and the contract.

Further, if there is a conflict of interest we shall manage it in accordance with our conflicts policy – please refer to the *Conflicts of Interest* statement below.

Our Remuneration

Our remuneration for the services we provide to you will be either brokerage, which is a percentage of the insurance premium paid and allowed to us by the insurer with whom the insurance contract is placed, or a fee as agreed with you. If appropriate, and with your consent, we may receive a fee and brokerage.

Brokerage and fees are ordinarily earned for the period of the contract at inception, and unless otherwise agreed with you, we will retain all fees and brokerage in respect of the full period of the contract in relation to contracts placed by us including in circumstances where your insurance contract has been terminated and your insurers have returned prorated net premium.

Consistent with established market practice, we will deduct our brokerage and other commissions from the premium once received.

In addition to the insurance premium, we charge a fee for the administration, arranging, amending, renewing and cancelling of any policy of insurance.

A separate fee is charged by the banks if you decide to settle any amounts due by way of credit card payments.

Such fees and charges are subject to change and we recommend that you visit our website at www.firstunited.com.mt to obtain the latest information.

We may also receive additional payments such as a profit share or profit commission from insurers, payable under a delegated underwriting authority or other facility or for individual contracts in recognition of overall profitability.

It may, at times, be appropriate for us to use other parties such as wholesale brokers, underwriting managers, or managing general agents. These parties may also earn and retain commissions for their role in providing products and services for you.

Limit of Liability

Our liability to you for breach of contract, negligence, breach of statutory duty or other

claim arising out of or in connection with this Agreement or the services provided shall be limited to €1,500,000. Furthermore, FUIB will have no liability in any circumstance in respect of loss of revenue, loss of opportunity, loss of profits, loss of anticipated savings, increased cost of doing business or any other direct or indirect consequential loss.

You shall hold harmless, indemnify and keep indemnified FUIB (including its directors, officers and employees) against any and all liability that may arise and against all claims, demands, actions, proceedings, damages, losses, costs and expenses arising out of or in relation to or a consequence of any act, omission or breach for which you are directly or indirectly responsible and which are made and/or filed against FUIB.

Your Responsibilities

Proposal Forms

For certain classes of insurance, you may be required to complete a proposal form or similar document. We will provide you with the necessary guidance, however we are not able to complete the document for you.

Disclosure of Information

Our objective is to obtain the most appropriate product we can identify in order to meet your insurance needs. In order to make our business relationship work, you must provide complete and accurate information and instructions in a timely manner, so that we can assist you fully.

Where you ask us to arrange insurance, whether wholly or mainly for your own business, you are under a duty to make full disclosure of all material facts and fully respond to any requests for information made by insurers. A factor or circumstance is material if it would influence the judgment of a prudent insurer in determining premium and whether or not they would underwrite the risk.

Failure to make full disclosure of material facts may allow insurers to avoid liability for a particular claim or to void the contract. Where applicable, this duty of disclosure applies equally at renewal of your contracts and on taking out new insurance contracts.

We will not be responsible for any consequences which may arise from any delayed, inaccurate or incomplete information, or any misrepresentation made by you.

Please discuss with us if you have any doubts about what is to be considered material or what the applicable duty of disclosure is.

Your Insurance Contract

Although we will check the contract documents we send you, you are responsible for reviewing your contract to ensure that it accurately reflects the cover, conditions, limits and other terms that you require.

Particular attention should be paid to any contract conditions, warranties and the claims notification provisions as failure to comply may invalidate your coverage. If there are any discrepancies you should consult us immediately.

Claims

As we are not lawyers, we do not advise on the legal implications of failure to collect and we will not commence legal proceedings or enter into agreements in order to suspend the application of relevant limitation periods on your behalf.

On these issues, we recommend you obtain your own legal advice, and we point out that it is your responsibility to monitor the position on limitation periods applying to your claims and to commence legal proceedings yourself where this is necessary.

Change in Circumstances

You must advise us as soon as reasonably practicable of any changes in your circumstances that may affect the services to be provided by us or the cover provided under your insurance contract.

Midterm amendments and adjustments

Any amendments to the insurance contract must be requested in writing and will be confirmed by us with an addendum or endorsement.

Underinsurance

Many insurances on assets are subject to a valuation that is defined in the policy.

You should ensure that the values you provide for inclusion in your policy complies with the relevant policy conditions and that such values are maintained throughout the period of insurance at the levels defined in the policy.

Your failure to abide by such conditions may give your insurer a right to reduce their payment to you for any valid claim in direct proportion to the amount of underinsurance.

You are to note that you may request an amendment to the sums insured under your policy at any time during the policy period.

Provision of Information

All activities undertaken by us as outlined in this Agreement are provided by us for your exclusive use and all data, recommendations, proposals, reports and other information provided by us in connection with our services are for your sole use.

You agree not to permit access by any third party to this information without our express written permission. We reserve our right to take action to protect proprietary information.

Payment of Premium

You will provide settlement of all monies due in accordance with the payment date(s) specified in our debit note or other relevant payment documentation (the "Payment Date").

Failure to meet the Payment Date may lead to insurers cancelling your contract, particularly where payment is a condition or warranty of a contract. It is imperative that you meet all payment dates. We are under no obligation to fund the payment of premium to insurers on your behalf.

Choice of Insurers

We assess the financial soundness of the proposed insurers we recommend for your requirements using public information. However, we will not in any circumstances act

as an insurer nor will we guarantee or otherwise warrant the solvency of any insurer.

The suitability of any insurer rests with you. If you have any concerns regarding an insurer selected for your insurance requirements you must advise us as soon as possible

Business placed or proposed to be placed with an Insurer which is or which is not an undertaking authorised under the Insurance Business Act

If the business is being placed or is proposed to be placed with an insurance undertaking which is an undertaking authorised under the Insurance Business Act (Chapter 403 of the laws of Malta) (the "Insurance Business Act"), one may be eligible for compensation under the Protection and Compensation Fund (the "Fund") for the payment of any claims in respect of risks and of commitments as may be prescribed against an insurance undertaking carrying on business of insurance in Malta, remaining unpaid by reason of insolvency of such undertaking, subject to such limitations, restrictions and exclusions as may be prescribed.

If the business is being placed or proposed to be placed with an insurer which is not authorised under the Insurance Business Act, as indicated above:

- (a) the insurer would not be an undertaking authorised under the Insurance Business Act and consequently, the management and solvency of the Insurer are not supervised by the MFSA;
- (b) in the event that the insurer becomes insolvent, you may not be protected by the Fund;
- (c) the insurer may not have a general representative in Malta and you may have difficulty in suing or executing judgement against the insurer;
- (d) if the parties to the contract are entitled to choose the law applicable to the contract, the client would be informed of such an entitlement; and
- (e) any premiums to be paid in respect of a contract and any claim that may arise out of the contract may have to be paid in a

foreign currency which is subject to foreign exchange rate fluctuations.

Placing of Clients Insurance requirements with members of Lloyd's

Where FUIB proposes to place your insurance requirements with a member of Lloyd's whether or not such member carries on business of insurance in Malta, you are to note the following:

FUIB has a relationship with Lloyd's Brokers and Lloyd's Underwriting Agents;

A contract of insurance underwritten at Lloyd's is underwritten by underwriting members with several liability and not joint and is limited solely to the extent of each Lloyd's underwriting member's subscription. The subscribing Lloyd's underwriting members are not responsible for the subscription of any co-subscribing Lloyd's underwriting member or other insurer who for any reason does not satisfy all or part of its obligations. However:

- a. the Lloyd's Central Fund may be made available at the discretion of the Council of Lloyd's to meet the liabilities of each of those underwriting members of Lloyd's who are not financially able to meet their liabilities; and
- b. in the eventuality of claims remaining unpaid in respect of contracts of insurance which are concluded in Malta and which are entered into by a Lloyd's approved Maltese cover holder due to financial inability of an underwriting member of Lloyd's to meet its liabilities, limited compensation may be available to the client from the Fund;

You are to note that the details of Lloyd's representative in Malta are: Lloyd's Malta Limited, c/o Ganado Advocates, 171, Old Bakery Street, Valletta, Malta VLT 1455 (Tel: (+356) 2123 5406; Fax: (+356) 2122 5908; Email: louis.pullicino@lloyds.com).

The representative of Lloyd's in Malta is authorised to act generally as judicial representative of and accept service of any document on behalf of Lloyd's and of each of its underwriting members and to file any judicial acts in the registry of any court or

similar authority in Malta on behalf of Lloyd's or any of its underwriting members.

Client Money

"Client Money" is any money that we handle in connection with the provision of our services to you, including money that we receive and hold on your behalf.

We will treat all Client Money in accordance with the relevant MFSA "Client Money Rules" (the "Rules"). A copy of these rules is available on request.

In the event that we make any payment on your behalf or make any payment to you prior to our being in receipt of relevant funds from either yourself, insurers or other third parties, we shall be entitled, without prejudice to any other remedy available, to recover that amount by way of deducting that sum from any amount due to you, whether on the insurance upon which we've made payment to you or on your behalf, or on any other insurance we handle for you.

We will treat any cash balances held by us for you in accordance with the Rules. This means that such monies are ring-fenced, held separately from our own money, and cannot be used for any purpose other than holding it on your behalf in the course of the provision of services to you. We will hold such cash in a client bank account with a bank approved by an appropriate regulatory authority as defined in the Rules.

Interest

We will not pay you interest, nor account to you for profits earned on Client Money. We may invest cash held in the client bank account in accordance with Rules.

Foreign Insurers and Insurance Intermediaries.

Client Money may be passed to another insurer or insurance intermediary located outside of Malta and the legal and regulatory regime applying to that Client Money so held may well be different from that of Malta.

In the event of the failure of the foreign insurer or insurance intermediary, Client Money may be treated differently than if the money were held by an insurance intermediary in Malta.

You may notify us if you do not wish your money to be passed on to an insurer in a particular jurisdiction.

Computer Link Arrangements with Authorised Undertakings

There may be situations where FUIB place business on your behalf through computer link arrangements with insurers. The primary purpose of this practise is to facilitate prompt and efficient acceptance of business.

FUIB currently has a Computer Link Arrangement with:

- Atlas Insurance PCC Ltd
- GasanMamo Insurance Co Ltd
- Mapfre Middlesea Insurance plc

For the latest list of insurers with which we have such an arrangement, please visit our web site at www.firstunited.com.mt

Underwriting Agreements with Authorised Undertakings

There may be situations where FUIB place business on behalf of their clients through Underwriting Agreements with insurers. The primary purpose of this practice is to facilitate prompt and efficient acceptance of business.

The cover proposed and/or bound is being done so under an Underwriting Agreement with Mapfre Middlesea Insurance plc.

No insurance undertaking or a parent company of an insurance undertaking has a holding in FUIB. Likewise, FUIB does not have a holding in any insurance undertaking or parent company of an insurance undertaking.

Electronic Communications

We may communicate with each other, and with other parties with whom we need to communicate in order to provide services to you, by electronic mail, sometimes attaching further electronic data.

By engaging in this method of communication we and you accept the inherent risks (including the security risks of interception of or unauthorised access to such communications, the risks of corruption

of such communications and the risks of viruses or other harmful devices).

Data Privacy

FUIB will collect and process the personal or corporate information that you provide, or which we otherwise collect about you, in accordance with our applicable Privacy Notice (which is accessible from our website: www.firstunited.com.mt) and strict adherence with the Data Protection Act (Chapter 440 of the laws of Malta) (the "DPA"), as amended, replaced, or superseded from time to time, including by the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation") and any laws implementing or supplementing the DPA and the General Data Protection Regulation (the "Data Protection Laws").

We will process and use your personal data in order to enter into a contract with you, to provide you with our insurance broking services or products, underwrite or administer your insurance policy, conduct surveys and adjust your insured losses, handle and settle claims, comply with our legal and regulatory obligations, prevent and suppress fraud, establish and maintain statistics, and generally for any other purposes specified in our Privacy Notice.

For these purposes, we may need to share this information with insurance brokers or authorised personnel at any authorised insurer or insurance intermediary or surveyor or adjustor. We may also share your personal data with the MFSA or any successor regulatory body and third parties, such as your insurers, crime agencies and other governmental agencies, in order to prevent and detect crime.

We remind you of your right to object to our use of your personal information, or to ask us to delete, remove, or stop using your personal information if there is no need for us to keep it. There may be legal or other official reasons why we need to keep or use your data, as further detailed in our Privacy Notice.

By appointing us as your insurance broker or by using our services, you confirm that you are giving your explicit consent, in terms of the Data Protection Laws, on behalf of yourself and all

other persons specified in the proposal/claim form (as applicable), for us to process your data as outlined above. Please note that you can withdraw your consent at any time. Please contact us if you wish to do so.

If you choose not to give us this personal information, it may delay or prevent us from meeting our obligations. It may also mean that we cannot perform services needed to run your accounts or policies. Any data collection that is optional would be made clear at the point of collection.

You can read our Privacy Notice by accessing our website: www.firstunited.com.mt.

Please contact our Data Protection Officer at 25, Princess Elizabeth Street, Ta' Xbiex, XBX 1103, Malta, should you have any queries on how your personal data is processed and to request a copy of your personal information. To keep your information safe, we may ask you for further proof of your identity.

Sanctions

We are unable in any circumstances to give advice on the applicability of sanctions regimes nor can we guarantee or otherwise warrant the position of any insurer under existing or future sanctions regimes.

As a consequence, you are reminded that applicable sanctions remain a matter for you and you should take such legal advice as you deem appropriate in this regard. We will comply with all applicable sanctions regimes and legislation (whether currently existing or implemented in the future) and you are advised that where obliged by applicable sanctions legislation we may have to take certain actions which include but may not be limited to the freezing of funds held on behalf of parties and individuals caught under applicable sanctions.

Conflicts of Interest

Circumstances may arise where we may find we have a conflict of interest in or related to a matter in respect of which we are acting. The insurance market is complex and there could be other relationships not described here which might create conflicts of interest.

We have conflict management procedures and we seek to avoid conflicts of interest but

where a conflict is unavoidable we will explain the position fully and manage the situation in such a way as to avoid prejudice to any party.

Whatever the circumstances, we will act in your best interests, and, if a conflict arises for which there is no practicable solution, we will withdraw unless you wish us to continue to act for you and provide us with your written consent to that effect.

Complaints

Should you have any cause for complaint about our services please raise the matter in the first instance with the person who handles your account. Alternatively, you may contact our Compliance Officer at 25, Villa Eden Princess Elizabeth Street, Ta' Xbiex. XBX 1103. Malta or by sending an email on: compliance@firstunited.com.mt, or by phoning on (+356) 2131 9000 or (+356) 2328 3031.

We will advise you of the person dealing with your complaint and we will send you a copy of our complaints procedure.

If we are unable to resolve your complaint to your satisfaction within 8 weeks, or if we have not provided you with a final decision letter, you may be able to refer your complaint to the Arbiter for Financial Services, who is an autonomous and independent body set up in terms of Act XVI of 2016 of the laws of Malta, at the following address:

First Floor, St Calcedonius Square, Floriana, or by phoning on (+356) 21249245 or (+356) 8007 2366.

Termination

Our services may be terminated either by us or you upon the giving of 7 days' notice in writing to the other or as otherwise agreed.

In the event our services are terminated by you, we will be entitled to receive any and all fees or brokerage payable (whether or not the fees or brokerage have been received by us) in relation to contracts placed by us.

Money Laundering and Proceeds of Crime

To comply with money laundering regulations there are times when we may ask clients to confirm (or reconfirm) their identity. We may need to do this at the time you become a client or have been one for some time. This information may be shared with regulatory or law enforcement bodies in line with our legal obligations to including but not limited to those obligations arising out of money laundering legislation.

Please note that we are prohibited from disclosing to you any report we may make based on knowledge or suspicion of money laundering, including the fact that such a report has been made.

Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In the event of a force majeure the affected party shall notify the other as soon as reasonably practicable.

Assignment

This Agreement cannot be assigned or otherwise transferred by either party without the prior written consent of the other party, and such consent shall not to be unreasonably withheld or delayed.

Governing Law

This Agreement, which sets out the terms of our relationship with you, will be governed by and construed in accordance with Maltese Law and any dispute arising under it shall be subject to the exclusive jurisdiction of the Maltese courts.