



**AFFILIATE PROGRAMME
TERMS OF BUSINESS AGREEMENT**

This agreement is made between

**Everitt Boles Limited T/A MORIS.
("The Company")
15 St Helen's Place, London, EC3A 6DE
Company No. 3222604 FSA Firm No. 306756**

AND

THE AFFILIATE SPECIFIED

INTERNET PASSWORD:

EFFECTIVE FROM:

AFFILIATE:

ADDRESS:

1. PERIOD OF AGREEMENT

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

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

- "Authorisation"** means all necessary authorisation from the FSA pursuant to FSMA to deal with the Company under this Agreement and "Authorised" shall be construed accordingly.
- "Confidential Information"** means any information and/or material relating to the business, affairs, finances, systems, processes and/or methods or operation of either party which is disclosed by one party to the other in connection with the operation of this Agreement (whether oral or in writing and whether or not such information is expressly stated to be confidential or marked as such).
- "Company"** Everitt Boles Limited T/A MORIS
- "Customer"** means your members / guests / delegates and shall have the same meaning given to that term as defined in the FSA Handbook glossary and any revision thereof.
- "DMR"** means the Financial Services (Distance Marketing) Regulations 2004.
- "FSA"** means the Financial Services Authority, its employees and agents and anyone acting under the delegated authority of the Financial Services Authority, and any regulatory body or organisation that succeeds the Financial Services Authority.
- "FSMA"** means the Financial Services & Markets Act 2000.
- "Intellectual Property"** means trade marks, logos, design rights, database rights, copyrights, domain names, know-how, trade or business names, trade secrets (whether registerable or otherwise and any applications for registration, renewal, extension, division or reissue of the forgoing) and any other similar rights or obligations in any country in the world (including but not limited to the UK).
- "Affiliate"** means the Affiliate specified above.
- "Parties"** means the parties to this agreement.
- "Policy"** means any policy or contract of insurance (our policies are headed "Confirmation Of Cover")
- "the Regulatory Requirements"** means the FSA, the DMR and the applicable statutory and non statutory rules, regulations, instruments and provisions in force from time to time, including (without limitation) the rules, codes of conduct, codes of practice, practice requirements and accreditation terms stipulated by the FSA any regulatory authority or body to which such party is subject from time to time.

3. DATA and RECORDS – *we cannot give you details of club member policies.....*

- 2.1 Each Party shall comply with the provisions of the Data Protection Act 1998, the Privacy and Electronic Communication (EC Directive) Regulations 2003, and any other applicable data protection legislation.
- 2.2 All documentary and electronic records relating to insurance transactions covered by this Agreement shall be kept for the currency of the cover and for a minimum period of 3 years thereafter.



4. NO PARTNERSHIP OR AGENCY - *limitations of this agreement....*

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

5. OBLIGATIONS OF THE AFFILIATE CLUB – *you are NOT an insurance agent....*

- 5.1 The Affiliate does not carry on any regulated activity in terms of the Regulatory Requirements.
- 5.2 The Affiliate shall notify the Company immediately of any change in relation to its authorisation including without limitations the permissions it holds from the FSA under Part IV of FSMA.
- 5.3 The Affiliate shall not enter into any sub agency agreement with or permit anyone not authorised by the Company to introduce, advice on or sell any insurance product without the prior written consent of the Company.

6. AFFILIATE CREDITS – *the best bit....*

- 6.1 The Affiliate shall be credited with £5.00 advertising income for every new policy over £150 premium* in respect of each policy purchased on-line by members of the Affiliate through www.moris.co.uk. Refer also to 7 below.
*NOTE: "Premium" excludes tax, admin. Fees and credit card charges.
- 6.2 This credit will be made irrespective of any policy cancellations. Credits are not paid on any mid-term adjustments.

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

- 7.1 Trackday Crash Damage for Cars
- 7.2 Trackday Crash Damage for Bikes

8. CREDIT and PAYMENT – *when we pay you....*

- 8.1 The Company shall be responsible for the preparation of a twice yearly statement of account and this statement shall be the basis of accounting transactions between the Company and the Affiliate.
- 8.2 All items will be paid to the Affiliate by cheque within 30 days after (1) 30th June and (2) 31st December each year.
- 8.3 A total of GBP 25.00 (equivalent to the first five internet purchases made prior to 31st December each year) will be deducted to cover accounting and administration costs.

9. INSURANCE CLAIMS – *as we said, you are NOT an insurance agent*

The Affiliate will not be responsible for handling any insurance claims.

A bit of legal blurb follows....

10. CONFIDENTIALITY

- 10.1 Each party to this Agreement shall observe during the course of this agreement and thereafter strict confidentiality as to information concerning:
 - 10.1.1 the contents of this agreement;
 - 10.1.2 the business affairs of the other party which may come within its knowledge during the currency of this agreement; and
 - 10.1.3 any Confidential Information;
- 10.2 provided that this covenant shall not apply to:
 - 10.2.1 communications between the parties and their respective professional advisers and bankers;
 - 10.2.2 disclosures to be made by any party by law to any fiscal or regulatory authority or in accordance with the Regulatory Requirements or the terms of this agreement; and
 - 10.2.3 information which has come into the public domain otherwise than by reason of the default of the relevant party or its advisers.

11. INTELLECTUAL PROPERTY

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



12. COMPLAINTS - *as we said, you are NOT an insurance agent*

The Company is responsible for all complaints received and will keep up to date formal records in accordance with the Regulatory Requirements.

13. TERMINATION – *breaking up can be hard to do...*

- 11.1 Either Party may terminate this Agreement on not less than 30 days' notice in writing.
- 11.2 The Company may terminate this Agreement immediately if:
 - 11.2.1 the Affiliate has become insolvent or an order has been made or a resolution passed for its liquidation, administration, winding-up, bankruptcy or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction with the prior written consent of the Company); or
 - 11.2.2 the Affiliate or where the Affiliate is a partnership any of the partners enters into or proposes any composition or arrangement with its or his creditors generally or becomes insolvent or becomes bankrupt or is unable to pay any debts; or
 - 11.2.3 any of the events which are required by clause 5.2 to be notified by the Affiliate to the Company occur; or
 - 11.2.4 the Affiliate has breached or is likely to breach any of the Regulatory Requirements; or
 - 11.2.5 the Affiliate has any relevant licence, permission or Authorisation to conduct business refused, suspended removed or impaired by a breach of a Regulatory Requirement. For the avoidance of doubt this will include issues which arise from the ongoing risk assessments, audits and monitoring relating to these; or
 - 11.2.6 the Affiliate or any partner or director or principal of the Introducer is convicted of any criminal offence (other than a minor driving offence) or the Company has reason to suspect that any such person has committed any act of fraud or dishonesty or that its conduct of the business transacted hereunder is such as to prejudice the interests of any Customer or the Company;
 - 11.2.7 there is any other material breach by the Introducer of the terms of this Agreement.
 - 11.2.8 In the event of the termination of this Agreement pursuant to clause 11.2 the Company will take over the servicing of Customers in respect of the Company's.

Almost there.... just a bit more legal blurb.....

14. WAIVER:

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

15. VARIATION:

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

16. NOTICES:

- 16.1 A notice under this Agreement shall only be effective if it is in writing.
- 16.2 Any letter or other document shall be deemed to have been duly served on the Affiliate if it is sent by post to or left at the address of the Affiliate to which this Agreement is sent or subsequently notified to the Company in writing by the Affiliate.
- 16.3 Any letter or other document shall be deemed to have been duly served on the Company if it is sent by post to or left at the registered office for the time being of the Company.
- 16.4 Any notice or document shall be deemed to have been served if delivered at the time of delivery or, if posted, at 10.00 am on the second business day after it was put into the post
- 16.5 In proving service of a notice or document it shall be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly stamped addressed and posted by first class post.

17. SEVERABILITY:

The provisions contained in each clause and sub clause of this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of these provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

18. PROHIBITION ON ASSIGNMENT

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

19. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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



20. ENTIRE AGREEMENT

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

21. GOVERNING LAW

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

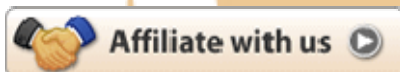
Signed: _____
For and on behalf of Everitt Boles Ltd T/A MORIS

Dated: Tuesday, 06 October 2009

How to view your account activity:

You will need your email address and the password (see front page) to access your account.

1. Simply click through to:



2. Then proceed as a "member"



3. Enter your email and password.

Great ways to make the most of your affiliate membership:

- A banner or text link on your site (you can even have an "insurance" page - this works especially well)
- Include details on any email "confirmations" they may receive from your site
- In your newsletters to members and customers
- A thread in a forum if you have one
- Circulate our literature to your members