

## SUPPLEMENTARY TERMS OF BUSINESS AGREEMENT

This agreement is between:

Sutton Winson Limited, (registered number 546706) St James House, Grosvenor Road, Twickenham TW1 4AJ (“us”, “we” or “our”)  
and XYZ Limited (registered number ...) ... address ... (“you” or “yours”)

### Whereas:

- a. You hold a controlling interest in a certain entity (“Entity”), registered outside the United Kingdom, Channel Islands or Isle of Man, on behalf of whom you have authority to act and make legally binding contractual commitments.
- b. The Entity requires the services (“Services”) of an insurance intermediary.
- c. The Services required are similar to those we are committed to provide you under the Terms of Business Agreement between us and you dated ... (“Main TOBA”)
- d. You and us recognise and acknowledge that the Services can only be successfully provided by an insurance intermediary registered in the same country as the Entity and with appropriate skills, expertise and resources including the maintenance of professional indemnity insurance with a minimum limit of indemnity to be agreed by you.
- e. Accordingly, we undertake to provide you with the procurement services described in the following articles.

### Procurement Services

- a. Locate an insurance intermediary (“Local Broker”) we recommend as reasonably being able to provide the Services
- b. Facilitate the introduction of you and the Entity to the Local Broker including face-to-face meetings
- c. Prepare an initial presentation about you and the Entity to assist the Local Broker in providing the Services.
- d. Advise and assist in the negotiation of a terms of business agreement between Entity and Local Broker
- e. Monitor and report to you on the performance of the Local Broker
- f. Use our reasonably best endeavours to resolve any disagreement arising out of the Entity’s performance of the Services and/or negotiations with insurers whether in connection with a claim or otherwise.

### Conditions

- a. Subject to clause b. below, the appointment of the Local Broker by the Entity is exclusively an agreement between these parties
- b. We undertake to you and the Entity to use reasonable skill and care in our performance of the Procurement Services.
- c. This agreement supplements the terms of the Main TOBA but in the event of any conflict or dispute between the two agreements The Main TOBA shall prevail

### Limitation of Liability

For the avoidance of doubt, the terms of clause 7. LIMIT OF LIABILITY stated in the Main TOBA shall apply equally to this supplementary agreement.