

Urban Jungle Affiliate Programme – Terms & Conditions

Urban Jungle and “You” (as either the ‘Applicant’ or the ‘Referrer’) may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

BACKGROUND

A. Urban Jungle Services Ltd is a company registered in England and Wales under company number 10414152. Urban Jungle is authorised and regulated by the Financial Conduct Authority, under the registration number 782061.

B. The Referrer wishes to refer Prospective Customers to Urban Jungle in return for commission, via the Urban Jungle Affiliate Programme.

C. Urban Jungle wishes to appoint the Referrer to refer Prospective Customers under the terms and conditions of this Agreement.

1. Definitions and Interpretations

1.1. For the purpose of this Agreement, unless the context otherwise requires, capitalised words and expressions shall have the following meanings:

“Affiliate Programme” means the marketing Affiliate Programme operated by us, Our successors or assigns and defined by this Agreement;

“Agreement” means these terms and conditions, inclusive of all of its annexes, appendices, addenda, attachments, schedules and exhibits and amendments, entered into by and between You and us;

“Anti-Money Laundering Legislation” means, collectively Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing, and The UK’s Money Laundering Regulations 2007, along with any succeeding regulation;

“Anti-Spam Legislation” means, collectively GDPR, Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications), the Data Protection

Act 2018 and any other applicable local, state, federal and international laws, rules and regulations pertaining to the use of unsolicited electronic communications of the countries, jurisdictions in which either one of the Parties, the Prospective Customers or the Customers are incorporated, residing and/or located, as the same may be in force from time to time and modified or amended from time to time;

“Applicable Laws and Regulations” means, collectively the laws of England and Wales and any applicable laws, directives, statutes, orders, rules, regulations, directives, codes of conduct and mandatory guidelines and recommendations from the Competent Authorities, whether local, national, international or otherwise existing from time to time and in jurisdictions in which either one of the Parties, the Prospective Customers or the Customers are incorporated, residing, located and/or doing business, including the Financial Services and Markets Act 2000, MiFID II, Anti-Money Laundering Legislation, the FCA Rules, Anti-Spam Legislation and Personal Data Protection Legislation;

“Applicant” means a person or entity that applied join the Urban Jungle Affiliate Programme;

“Approval Email” means the email from Urban Jungle to the Referrer in which Urban Jungle approves the Referrer’s application to the Affiliate Programme as set out in clause 4.5;

“Bonus Incentives” means Customer incentives e.g. credits to Customer accounts;

“Business Day” means any calendar day (except any Saturday or Sunday) on which banks in London are open for business;

“Churning” includes, but shall not be limited to, the practice of purchasing Policies for the sole purpose of generating Commissions;

“Commencement Date” means the date an Approval Email is sent by Urban Jungle to the Referrer in acceptance of the Referrer’s application to join the Affiliate Programme in accordance with clause 4.5;

“Cold Call” means an unsolicited visit or phone call;

“Commission” means the commissions, rebates, allowances, awards, benefits, bonuses, earnings, increments, premiums, profits, remunerations and/or other proceeds paid or payable to the Referrer by Urban Jungle under and/or pursuant to this Agreement based solely on Our system's data, in accordance with the Referrer's CPA Commission;

“Confidential Information” collectively includes all information relating to the business, plans, intellectual property and/or technology of Urban Jungle, including, but not limited to technical information including inventions, methods, plans, processes, specifications, characteristics, assays, raw data, scientific preclinical or clinical data, records, databases, formulations, know-how, experience, and trade secrets; developmental, marketing, sales, Customer, Ex-Customer, supplier, consulting relationship information, operating, performance, and cost information; computer programming techniques whether in tangible or intangible form, Source Code, and all record bearing media containing or disclosing the foregoing information and techniques including, written business plans, patents and patent applications, grant applications, notes, and memoranda, whether in writing or presented, stored or maintained in or by electronic, magnetic, or other means, as well as all Software, documentation and all other materials containing information about Urban Jungle, IP Rights and/or Intellectual Property (including all copies and reproductions thereof), as well as any other information specifically identified, either verbally or in writing, as confidential, that is obtained under or in the course of business or activities relating to this Agreement by one Party from the other; notwithstanding the foregoing, the term

“Confidential Information” shall not include any information which:

- a) can be demonstrated to have been in the public domain or was publicly known or available prior to the date of the disclosure by Urban Jungle;
- b) can be demonstrated in writing to have been rightfully in the possession of the Referrer prior to the disclosure of such information by Urban Jungle;
- c) becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorised act or omission on the part of the Referrer; or

d) is supplied to the Referrer by a third party without binder of secrecy, so long as that such third party has no obligation to Urban Jungle or any of its Referrers to maintain such information in confidence;

“CPA Commission” means a cost per acquisition commission arrangement whereby the Referrer’s Commissions are based on a one-time payment in which the Referrer is paid for Referred Users who purchase a Referred Policy, calculated in accordance with Schedule 1;

“Customer” means any person who has a Policy with Urban Jungle;

“Customer Terms and Conditions” means the terms of business, including policies, between Urban Jungle and Customers, to which Customers have accepted, as set forth on the Urban Jungle Website;

“Ex-Customer” means any person who is not currently a Customer but has been a Customer in the past;

“FCA” means the Financial Conduct Authority and its successors and assigns or any replacement body thereof;

“FCA Rules” means the <https://www.handbook.fca.org.uk/handbook>;

“Force Majeure Event” means any event outside the reasonable control of either Party including, without limitation, an act of God, war, civil war, terrorist acts, lightning, strikes, labour disputes, natural disasters, riot, vandalism, malicious damage, fire, flood or failure of internet or utility supply but excluding lack of funds;

“Fraud Traffic” means traffic generated towards the Urban Jungle Platform through illegal means, in violation of this Agreement, or in bad faith to defraud the system, regardless of whether or not it actually causes Urban Jungle any harm; Fraud Traffic includes, but shall not be limited to Spam, false advertising and Deposits generated on stolen credit cards, collusion, manipulation of the service, system, Bonus Incentives, offers to share the Referrer’s Commissions directly or indirectly with Referred Users, Churning, the use of software programs designed to

exploit the Urban Jungle Platform or that allow for the use of technological and/or unauthorised use of any third party accounts, copyrights or trademarks;

“GDPR” means UK General Data Protection Regulation;

“Insurance Business” means any insurance falling within the definition of “contract of insurance” in article 3(1) of the Financial Services & Markets Act 2000 (Regulated Activities) Order 2001 or as amended, which We are authorised to conduct;

“Insurer” means the Insurance Company or Lloyd’s Underwriter with whom the Policy is placed;

“Intellectual Property” means all intellectual property rights in any part of the world including patents (including supplementary protection certificates), utility models, rights to inventions, registered and unregistered trade and service marks, rights in business, domain names, trading names, rights in trade dress or get-up, rights in goodwill, registered designs copyrights and neighbouring rights, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and (in each case) rights of a similar or corresponding character whether registered or unregistered and including all applications for and renewals or extensions of such rights, and in all applications and rights to apply for protection of any of the foregoing in any part of the world;

“Losses” includes all liabilities, costs, expenses, penalties, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses;

“Marketing Materials” means Banners, Widgets, Text Links and any other Promotional Materials that are shared by Urban Jungle with the Referrer and that are clearly made available for the Referrer to use in order to refer Prospective Customers to Urban Jungle;

“MiFID II” means, collectively, MiFID (2014/65/EU) and the Markets in Financial Instruments Regulation (MiFIR – 600/2014/EU), or any succeeding regulation;

“Permanent Referrer Verification” means verifying the Referrer’s ownership of the Referrer Platform whereby the Referrer maintains at least one Urban Jungle Marketing Material item on the public pages of the Referrer Platform. For the avoidance of doubt this can be a Tracking Link in the form of a text link and does not need to be in a prominent position;

“Personal Data” has the meaning given in the Personal Data Protection Legislation;

“Personal Data Protection Legislation” means, the Data Protection Act 2018, known as the UK General Data Protection Regulation (UK GDPR)

“Policy” means the terms of a contract of insurance between the insurer and the insured determining the circumstances when claims shall be paid by the insurer;

“Premium” means the amount payable by the policyholder to the Insurer in consideration for the cover afforded by the Policy and shall include any additional, return or adjustment amounts;

“Press Release” means any document or publication which is released or circulated to the public or news media and purports to communicate information regarding Urban Jungle;

“Prohibited Activity” has the meaning given to it in Clause 13.2;

“Prohibited Software” means:

- a) Any software that is designed to, or gives, a Customer the possibility to exploit the Urban Jungle Platform;
- b) Any software designed to carry out or promote, spam, the distribution of Unsolicited Promotions, unsolicited adware, spyware, phishing, malware, hacking or any other software that does not comply with the Applicable Laws and Regulations;

“Prohibited Word” means a name or word which Urban Jungle from time to time identifies as belonging to it or its Related Parties and for the purposes of this Agreement bars the Referrer from making use of any variation thereon (in any format or form). Prohibited Words include: “Urban Jungle”, “UrbanJungle”, “My Urban Jungle”, “MyUrbanJungle”, “myurbanjungle.com”, “Urban Jungle Partners”;

“Promotional Code” means unique code that Urban Jungle provides exclusively to the Referrer for the term of this Agreement and is used such that a Prospective Customer can enter the Promotional Code on the Urban Jungle Platform in order to receive a Bonus Incentive.

“Promotional Material” means any written or verbal communication with the public that relates in any way to the referral of Prospective Customers, including all written or verbal material generated by Urban Jungle and/or the Referrer; the term Promotional Material shall also include, but not be limited to, Marketing Materials, published written texts, compliance and procedures memoranda and manuals, training materials, advertisements, research reports, correspondence to Prospective Customers and Customers, as well as newsletters and generally anything written that assists in the solicitation process, whether prepared by Urban Jungle, the Referrer or any third-party, as well as all emails, all mailings, all Websites, all mobile apps, including the Referrer Platform and all contents thereof, and links to websites and/or any scripts used, and generally anything written that assists in the Customer referral process;

“Prospective Customer” means any person:

- a) who does not have a current or prior existing business and/or Customer relationship with Urban Jungle, and
- b) who is either on the Referrer Platform or has accessed Urban Jungle via the Tracking Link as a result of the Services of the Referrer;

“Referral” means the promotion by the Referrer of Urban Jungle insurance products to a person that leads that person, via a Tracking Link or a Promotional Code, to buy a Referred Policy and “Refers” and “Referred” shall be construed accordingly;

“Referred Policy” means an Urban Jungle own brand home insurance Policy (including Contents Insurance, Buildings and Contents Insurance, and Buildings Insurance) bought by a Referred User which is not a:

- a) Policy purchased by an existing Customer, or
- b) Policy purchased by a person who was a Customer at any point within the preceding 13 months.

“Referred User” means a person who has been identified as being referred to Urban Jungle via either the Tracking Link or by using the Promotional Code. A Referred User cannot be someone who was separately identified as being referred via another source, including but not limited to:

- a) An insurance broker or comparison website that has specifically asked for a quote for that user, or
- b) The user was referred by a personal contact e.g. under the Friend-Referral Scheme;

“Referrer”, “You”, “Your” means an Applicant whose application to join the Urban Jungle Affiliate Programme was approved by Urban Jungle and who is subject to the terms of this Agreement;

“Referrer Account” means the unique account created after applying for, and being approved for, the Affiliate Programme;

“Referrer Application Form” means the application form found on the Urban Jungle Referrer Website;

“Referrer Guidelines” means the guidelines We issue from time to time, which the Referrer is required to follow. The Referrer Guidelines can be found on the Urban Jungle Website;

“Referrer Platform” means a website or mobile app that You are legally entitled to host and/or operate;

“Referrer Verification” means verifying the Referrer’s bank details and ownership of the Referrer Platform.

“Related Party” includes any person bearing a relationship with any Party to this Agreement, including, without limitation: family members; any person that any Party to this Agreement, directly or indirectly through one or more intermediaries, controls or that, directly or indirectly through one or more intermediaries, is controlled by or is under common control with such Party; for purposes of this definition, the term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to any company or Person in this Agreement, shall mean the possession, directly or indirectly through one or more intermediaries, of the power to direct or cause the direction of management policies of such company or Person, whether through ownership of voting securities or otherwise;

“Services” means the promotion of Urban Jungle carried out by the Referrer and includes but is not limited to referring Prospective Customers using Promotional Materials;

“Source Code” shall mean any computer code, including html, JavaScript, or other computer code, that Urban Jungle may use from time to time;

“Spam” and “Unsolicited Promotions” mean emails, text messages and/or other messages that are distributed by the Referrer, directly or indirectly, including, but not limited to messages that are posted on social networks, chatrooms, instant messaging systems, and other types of internet forums, sent to mobile phones or other forms of digital communication and which:

- a) are directed at people who have not consented to receiving promotional messages from the Referrer;
- b) contain false or misleading statements;
- c) do not truthfully identify the source or the originating IP Address;
- d) purport to be, but are not, generated by Urban Jungle or one of its Related Parties;
- e) have not been created as opt-in lists under GDPR;
- f) do not provide the recipient with a clear option to ‘opt-out’ of receiving future emails or messages; or
- g) violate any Applicable Laws and Regulations regarding unsolicited communications;

“Spyware” means a type of software which collects information about users without their knowledge;

“Suspend” has the meaning given to it in Clause 14.1;

“Term” mean the term of the Agreement as defined in clause 2;

“Termination Date” means the date on which the Agreement ends;

“Termination Notice Date” means the date on which a notice to terminate the Agreement is given;

“Termination Period” means the period from the Notice Date to the Termination Date;

“Territory” means those territories within which Urban Jungle determines from time to time persons may access or use the services promoted by Urban Jungle and where Urban Jungle wishes to promote its services, as set out in the Referrer Guidelines;

“Text Link” means a piece of Source Code that the Referrer can obtain from Urban Jungle, which contains text and a Tracking Link, and that which the Referrer can use to direct Prospective Customers to Urban Jungle;

“Tracking Link” means a unique URL that Urban Jungle provides exclusively to the Referrer for the term of this Agreement, through which, and subject to cookie-based tracking, Urban Jungle uses to track Referred Policies. Subject to the terms of this Agreement, when a Prospective Customer goes through a Tracking Link and purchases a Policy the Urban Jungle Platform records the Referrer as the Party that referred the Prospective Customer to Urban Jungle;

“Urban Jungle” means Urban Jungle Services Ltd, a company incorporated in England whose registered address is 20-22 Wenlock Road, London N1 7GU in England under number 10414152;

“Urban Jungle Marketing Materials” means Marketing Materials that are shared by Urban Jungle with the Referrer. Urban Jungle Marketing Materials include but are not limited to Banners, Tracking Links, and logos;

“Urban Jungle Platform” means the Urban Jungle Websites and any mobile app or service operated by, or on the behalf of, Urban Jungle;

“Urban Jungle Websites” means the Urban Jungle Website and Urban Jungle Referrer Website;

“Urban Jungle Website” means www.myurbanjungle.com;

“We”, “Us” and “Our” refers to Urban Jungle.

“Widget” means a piece of Source Code, that the Referrer can obtain from Urban Jungle, which shows and advert and/or data, and contains a Tracking Link which the Referrer can use to direct Prospective Customers to Urban Jungle, Widgets can display a wide variety of information, including news, tables charts, data, Bonus Incentives and adverts;

2. Commencement and term

This Agreement shall commence on the Commencement Date and shall continue in full force and effect until terminated in accordance with clause 27.2 (Termination) or clause 35.3 (Force Majeure).

3. Scope of this Agreement

3.1. This Agreement sets out the terms on which You may, on a non-exclusive basis, may make Referrals within the Territory during the Term, and constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject Matter of this Agreement.

3.2. To the extent that the Referrer is a corporation, a company, a joint venture, a partnership or any other corporate entity or association of individuals (“Corporate Entity”), You represent and warrant that You are legally authorised to bind such Corporate Entity and that Your execution of this Agreement binds such Corporate Entity for any and all purposes and intents of this Agreement.

3.3. Each Party acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a Party to this Agreement or not) other than as expressly set out in this Agreement.

3.4. This Agreement shall not override the terms of any underlying Referred Policy.

3.5. Subject to clause 23 (Data Protection), nothing in this Agreement overrides the duty of Urban Jungle to place the interests of its clients before all other considerations.

3.6. Nothing in this Agreement shall exclude or restrict the liability of the Parties under Applicable Laws and Regulations and each Party will comply with their respective legal, licensing and regulatory requirements applicable to the promotion of Urban Jungle Policies, the entire referral process and to any Referred Policy to which a Prospective Customer transacts with Urban Jungle.

4. Your appointment

4.1. In order to participate in the Affiliate Programme an Applicant must submit an Affiliate Programme Application Form, as well as any documentation reasonably required by Urban Jungle.

4.2. The Referrer whether as an Applicant or Referrer shall be bound by the terms of this Agreement from the date they submit an application to join the Affiliate Programme.

4.3. On the basis of the Applicant's submitting a completed Affiliate Programme Application Form, Urban Jungle may, at its sole and absolute discretion, either accept or reject the Applicant to the Affiliate Programme.

4.4. Urban Jungle reserves the right to refuse an application for any reason without being obliged to provide You with any explanation or justification.

4.5. Where the application is accepted, Urban Jungle will send You an Approval Email and You shall, with immediate effect, be appointed a Referrer on a non-exclusive basis, in the Territory, under these terms and conditions.

4.6. Once accepted to the Urban Jungle Affiliate Programme, the Referrer will be provided with a unique link to the Urban Jungle Website in order to commence using Urban Jungle Marketing Materials in accordance with these terms and conditions.

5. Electronic communication

You hereby agree to the use of electronic communications in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of Transactions initiated or completed through the Affiliate Programme. Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

6. Rights and duties of the Referrer

6.1. During the Term the Referrer shall:

- a) perform the Services in accordance with this Agreement;
- b) act diligently and in good faith towards Urban Jungle, Prospective Customers and Customers;
- c) make clear to all Prospective Customers, Customers, and generally that it is the Referrer of Urban Jungle only to the extent provided for in this Agreement; and
- d) comply with all Applicable Laws and Regulations in accordance with clause 17.1;
- e) comply with the Referrer Guidelines;
- f) maintain all such authorisations and other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with this Agreement;
- g) carry out marketing activities in accordance with clause 11;
- h) provide true and accurate Referrer details;
- i) co-operate fully with any reasonable requests relating to the verification of information and the checking of Your systems and controls in connection

with this Agreement and allow Us and/or the FCA access to Your premises and records for evidencing compliance.

6.2. The Referrer is solely responsible for:

- a) the content on its Referrer Platform, including all content and materials, maintenance and operation thereof, the proper implementation of specifications, and adherence to the terms of this Agreement, including compliance with the Referrer Guidelines and FCA Rules; and
- b) the manner in which You conduct the Services.

6.3. During the Term the Referrer shall not:

- a) allow its interests to conflict with those of Urban Jungle;
- b) incur any obligation on the behalf of Urban Jungle without the prior written consent of Urban Jungle;
- c) carry out the Prohibited Activities outlined in clause 13;
- d) take part in the Friend-Referral Scheme, or
- e) carry out the Services outside of the Territory;
- f) advise Customers on any Insurance Business provided by Urban Jungle;
- g) advise Customers on any aspect of Financial Services unless You are specifically and separately authorised by the FCA to do so;
- h) complete or assist Customers in completing proposal/application forms or any other forms of literature relating to services provided by Urban Jungle;
- i) collect any Customers' money or any assets relating to services provided by Urban Jungle;
- j) enter into any premium financing arrangements with any Customer in relation to any Insurance Business provided by Urban Jungle;
- k) complete or assist Customers in completing claim forms, nor play any role in the claims process whatsoever;
- l) enter into any contractual arrangement with any third party in respect of any Insurance Policy provided by Us, without Our written consent;
- m) claim to be Urban Jungle's agent or employee. You enter into this Agreement as an independent contracting Party.

7. Rights and duties of Urban Jungle

7.1. During the Term, Urban Jungle shall use its reasonable endeavours to:

- a) supply the Referrer with such Marketing Materials as it sees fit;

- b) notify the Referrer of any relevant or material changes made to the Marketing Materials, the Territory or to Customer Terms and Conditions;
- c) act in good faith towards the Referrer; and
- d) provide the Referrer with the information the Referrer reasonably requires to perform its obligations under this Agreement.

7.2. Urban Jungle may at any time change or withdraw:

- a) Promotional Materials;
- b) Customer Terms and Conditions; and
- c) The Territory in which the Referrer may carry out the Services, and shall give the Referrer notice of such changes on the Urban Jungle Referrer Website.

7.3. Urban Jungle may, at Our sole discretion, and without prior notice to the Referrer, use any available means to block or restrict certain Prospective Customers, Referred Users, Customers, applications, deposits for any reason whatsoever, including but not limited to:

- a) comply with the Applicable Laws and Regulations; or
- b) reduce the number of fraudulent Transactions

7.4 Urban Jungle does not guarantee or warrant the success of such fraud prevention efforts as outlined in clause 7.3.

7.5. Urban Jungle reserves the right to refuse service to any Prospective Customer and/or to end a Referred Policy at any time.

8. Commission Payments and Calculations

8.1. In return for the performance of Your Services pursuant to this Agreement, Urban Jungle shall pay You according to the CPA Commission described in Schedule 1.

8.2. We will provide You with reporting on a not less than monthly basis detailing the number of Referred Policies and amount of Commission due to You.

8.3. To receive a payment, You must be owed more than £200 in Commission.

8.4. If the total Commission due to You is less than £200, the balance will be carried over and added to Your Commission for the next month, until the total Commission due is more than £200.

8.5. All payments are inclusive of any other particular sales tax and You agree to pay all applicable taxes or charges imposed by any government entity in connection with the Commission You receive from Your participation in the Affiliate Programme, including but not limited to VAT.

8.6. In order to fulfil compliance and anti-money laundering obligations Urban Jungle may carry out a "Sanctions Check" on the Referrer prior to the first Commission payment. If the Referrer fails a Sanctions Check then all Commissions shall become void and the Agreement will be immediately terminated. Urban Jungle reserves the right to pass Your details to any appropriate authority as part of or as a result of any Sanctions Check. Urban Jungle reserves the right to carry out further Sanctions Checks in order to comply with the Applicable Laws and Regulations.

8.7. Prior to the first Commission payment Referrer Verification will need to be successfully completed.

8.8. Urban Jungle reserves the right to carry out further Referrer Verification at reasonable intervals during the term.

8.9. If the Referrer does not cooperate with the Referrer Verification or the Referrer Verification cannot be completed within 20 Business Days of when an invoice is sent, then no Commissions will be due to the Referrer.

8.10. Payments will be made via bank transfer and at Our sole discretion, and as We deem appropriate, We may accommodate other methods of payment. Any charges incurred for making a payment to You will be covered by You and deducted from Your Commission.

8.11. All reports and payments will be calculated solely on the data maintained by Urban Jungle. No other measurements or statistics of any kind shall be accepted by Urban Jungle or have any effect under this Agreement.

8.12. Acceptance of payment by You will be deemed full and final settlement of Commissions due for the month or time period indicated. If You disagree with the reports or amount payable You must notify Us in writing within 10 Business Days of receiving a report detailing any Commission due. If You fail to notify Us of a dispute within 10 Business Days Your right to dispute such report or payment will be deemed waived and You shall be deemed to have waived any and all rights in relation to such report or such payment and further to have waived any claims of restitution and/or unjust enrichment.

8.13. Should there be a refund of Premium for any reason We reserve the right to recalculate any Commission and deduct this from any monies due to You.

8.14. In the event that the Commission due to You is a negative amount during any given month, such a negative amount shall be carried forward and deducted from the Commission amount of the next month, a negative Commission may be carried forward indefinitely. In the event that the cumulative Commission is a negative amount for 3 consecutive calendar months, We shall be entitled to terminate this Agreement with immediate effect by giving notice to You via email.

8.15. In the event that this Agreement is terminated for any reason, other than for fraud, We shall pay You any Commissions due on the Termination Date. The payment will be made within approximately 60 days of the Termination Date.

8.16. If Urban Jungle overpays the Referrer or otherwise makes an undue incorrect payment to the Referrer, the Referrer agrees that it will be in debt to Urban Jungle by the amount of the overpayment and that the repayment of the debt will due immediately and repayment shall be made by the Referrer to Urban Jungle via bank transfer within 5 Business Days.

8.17. Commission shall be payable to You in pounds sterling.

8.18. In the event that any Transaction by a Referred User is deemed suspicious by Us, then We reserve the right to delay payment of Your Commission to You for up to 6 calendar months, irrespective of any termination of this Agreement, in order to verify the relevant Transactions. In the event that We determine the activity to

constitute Fraud Traffic, We shall, at Our sole discretion be entitled to terminate this Agreement and to recalculate or withhold Your Commission accordingly.

8.19. Where a Referred User uses a Bonus Incentive to purchase a Referred Policy and there is a cost to Urban Jungle then Urban Jungle reserves the right to deduct the cost of the Bonus Incentive from the Commission due to the Referrer.

8.20. For the avoidance of doubt, no Commission will be due in respect of:

- a) Friend-Referral Scheme policies. For the avoidance of doubt, if You take part in the Referral Program You may not take part in the Friend-Referral Scheme; or
- b) multiple Policies purchases by a single Customer; or
- c) Existing Customers; or
- d) Existing Policy; or
- e) Referred Policies for which a Referred User claims a chargeback; or
- f) a Referred Policy that is subsequently refunded; or
- g) Fraudulent Policies; or
- h) Referred Users to whom Urban Jungle declines to offer a Policy; or
- i) Referred Users who cancel a Policy and then purchase a new Policy within 13 months if a commission was paid on the original Policy; or
- j) policies cancelled within 60 days of the Policy inception date; or
- k) Referred Users who demonstrate any kind of behaviour that we, at Our sole discretion, deem a violation of the applicable Customer Terms and Conditions or any kind of fraud; or
- l) transactions which We determine at Our sole discretion to be the subject of Fraud Traffic. Furthermore any and all fraud detection, prevention and remediation costs and all Losses incurred in relation to such a Referred User will be deducted from the Commissions otherwise payable to you; or
- m) Referrers who are Churning their own Policies; or
- n) any Customers that are Churning.

8.21. The Referrer will not earn any Commissions due to Policies purchased by Referred Users after the Termination Date;

8.22. Urban Jungle will not pay You Commissions on traffic generated by unlawful, fraudulent or improper means. In the event that You violate this provision, You will

forfeit all Commissions that You have earned and We reserve the right to terminate this Agreement with immediate effect, and the pursuit of all available civil or criminal remedies.

9. Referrer Policies

9.1. The Referrer (and its employees) may become Referred Users via the Tracking Link.

9.2. For the avoidance of doubt, Commissions based on Policies purchased by the Referrer (and its employees) are strictly subject to Churning and no payment will be due for Churning.

9.3. The Referrer (and its employees) may not use any Bonus Incentives without prior written approval from Urban Jungle. If Referrer (and its employees) use any Bonus Incentives then Urban Jungle will not pay any Commission in respect to those Policies.

10. Reporting and Customer Referral Tracking

10.1. Urban Jungle will track and report on the Referred Policies for purposes of calculating the Commission. The form, content and frequency of these reports are at Our sole discretion and may vary from time to time.

10.2. You understand and agree that, in order to identify Referred Users and Referred Policies as being referred to Urban Jungle the Referred User must pass through the Tracking Link or use the Promotional Code. In no event are We liable for Your failure to use the right Tracking Link or Promotional Code or for system malfunctions that cause Tracking Links or Promotional Codes to be deleted, corrupted or unusable.

10.3. Urban Jungle will make all reasonable efforts to track referrals however the Referrer agrees and accepts that:

- a) if cookies are blocked, removed or otherwise bypassed by the Prospective Customer then Urban Jungle may not be able to track the referral; and
- b) no Commission will be due in respect of referrals Urban Jungle has not been able to track.

11. Your Marketing of Urban Jungle

11.1. During the term of this Agreement, We grant You a terminable, non-exclusive, nontransferable right to use the Marketing Materials for the sole purpose of marketing to and referring Prospective Customers to Urban Jungle.

11.2. Subject to the terms and conditions of this Agreement, You will, at Your own cost and expense, market to and refer Prospective Customers to Urban Jungle. You agree that all marketing activities must follow the Referrer Guidelines, be professional, proper and adhere to the Applicable Laws and Regulations and to the terms of this Agreement.

11.3. In accordance with FCA Rules, and for the avoidance of doubt, You must not recommend or otherwise advise Prospective Customers to apply for Policy. If You recommend Prospective Customers to Urban Jungle then Urban Jungle reserves the right to terminate this Agreement immediately and no Commissions will be paid for any such Referred Users.

11.4. You may promote Urban Jungle, subject to this Agreement, the Referrer Guidelines and Applicable Laws and Regulations, using:

- a) Marketing Materials made available by Urban Jungle;
- b) any Press Releases We send you;
- c) comparison tables where any comparison table must contain appropriate warnings and disclaimers and be clear, fair and not misleading; and/or
- d) articles e.g. website reviews You have written about Urban Jungle which are clear, fair and not misleading. For the avoidance of doubt, any such content must contain appropriately positioned disclaimers as outlined in the Referrer Guidelines.

11.5. We reserve the right to demand, at Our sole discretion, that You post a disclaimer and/or warning adjacent to any Marketing Materials which You display anywhere. We further reserve the right to determine at Our sole discretion the language of the warnings and disclaimers.

11.6. Under no circumstance are You allowed to use the Marketing Materials and any other Promotional Materials provided by us in a manner that may potentially confuse or mislead a Prospective Customer, Referred User or Customer.

11.7. Should Urban Jungle in its reasonable opinion or the FCA deem any Marketing Materials no longer compliant then the Referrer agrees to remove the noncompliant Marketing Materials immediately upon request from Urban Jungle.

11.8. Tracking Links and Marketing Materials made available to You by Urban Jungle are for Your sole use and are not to be assigned to third parties without Our prior written consent.

11.9. Urban Jungle reserves the right to investigate, at its own discretion, any activity that may violate this Agreement, including but not limited to any activity prohibited by this Agreement. Urban Jungle is not responsible for:

- a) anything related to the Referrer Platform; or
- b) the manner in which You conduct Your Services including without limitation the receipt of queries from Prospective Customers or Customers, users of the Referrer Platform or the transmission of data between the Referrer Platform and the Urban Jungle Website.

11.10. If Urban Jungle in its reasonable opinion gives notice to You requesting that You modify or terminate Services, including an advertising campaign or change or remove certain content on Your Website, You are required to promptly modify, remove or terminate such Services. Failure to promptly comply with any such request will result in You being suspended from the Urban Jungle Affiliate Programme.

12. Email Marketing and Text Message Marketing of Urban Jungle

12.1. Except as expressly or otherwise provided for in this Agreement, You are prohibited from sending emails or text messages to promote Urban Jungle, the Urban Jungle Website, the Affiliate Programme and/or other services offered by Urban Jungle or its partners.

12.2. Furthermore, You expressly acknowledge and agree that Urban Jungle does not participate in, support or indulge Spam or Unsolicited Promotions to promote Urban Jungle, the Urban Jungle Website, the Affiliate Programme and/or other services offered by Urban Jungle, and You agree that You will adhere to this policy.

12.3. In the event that You have Your own legally collated "opt-in" email list then Urban Jungle may, in certain circumstances and at its sole discretion, consider approving Your sending of an "Email Campaign" to such email list to promote Urban Jungle as per Your request. Such a request and the content thereof must be approved by Urban Jungle prior to any Email Campaign being sent. Approval by Urban Jungle will need to be obtained in writing prior to each individual Email Campaign. All Email Campaigns will need to comply with the Applicable Laws and Regulations.

13. Prohibited Activity

13.1. You acknowledge and agree that any attempted participation in Prohibited Activity or otherwise violation of this Clause 13 is a material breach of this Agreement and that We may pursue any and all applicable legal and equitable remedies against you, including:

- a) the immediate suspension of Your Referrer Account;
- b) the immediate termination of Your Referrer Account without prior notice being required;
- c) the pursuit of all available civil or criminal remedies; and/or
- d) not paying any Commissions in relation to Referred User that were referred as a result of any Prohibited Activity.

13.2. You represent and warrant that You shall not, and shall not authorise or encourage any third party to, carry out any of the following Prohibited Activities:

- a) directly or indirectly generate use of the services offered by us through any automated, deceptive, fraudulent or other invalid means, including but not limited to through repeated manual clicks, the use of robots or other automated gaming tools and/or computer-generated queries, and/or the unauthorised use of other search engine optimisation services and/or software;
- b) make Cold Calls regarding Urban Jungle or the Urban Jungle Affiliate Programme;
- c) place Promotional Materials within Spam or Unsolicited Promotions;
- d) place Promotional Materials on any social network, chatrooms, forums or similar websites or networks in a way that is perceived by us, at Our sole discretion, to be Spam on an Unsolicited Promotion;

- e) make any changes to any Urban Jungle Marketing Material including, without limitation, changes to the content, appearance or functionality. You agree to use the entire Source Code provided to You in connection with the Marketing Materials. You will not modify or alter the Source Code for Widgets, Banners, or Text Links, or otherwise modify any other Marketing Materials without Our prior written consent;
- f) issue or circulate any Press Release or any document with the characteristics of a Press Release with respect to Urban Jungle or the Affiliate Programme, without first submitting the full content of any such document for review and having received Our prior express written consent;
- g) suggest or imply in any way, shape or manner that any Bonus Incentive offered by us are exclusive to You unless We have approved such suggestion or implication in writing beforehand;
- h) edit, modify, filter, truncate or change the order of the information contained in any part of the Urban Jungle Platform, or remove, obscure or minimise any part of the Urban Jungle Platform in any way without authorisation from us;
- i) frame, minimise, remove or otherwise inhibit the full and complete display of any part of the Urban Jungle Platform accessed by a Prospective Customer, Referred User or Customer;
- j) provide a version of any web page of the Urban Jungle Website that is different from the page an end user would access by going directly to the Urban Jungle Website;
- k) intersperse any content between the Urban Jungle Website and the applicable landing page on the Urban Jungle Website; or otherwise provide anything other than a direct link from the Referrer Platform to a relevant landing page on the Urban Jungle Platform, as approved by Urban Jungle in accordance with this Agreement;
- l) directly or indirectly access, launch, and/or activate access to the services offered by Urban Jungle through or from, or otherwise incorporate access to the services offered by Urban Jungle or referrals in, any software application, Website, or other means other than the Referrer Platform, and then only to the extent expressly permitted by this Agreement;
- m) redirect any Prospective Customer, Referred User or Customer away from the Urban Jungle Platform;

- n) "Crawl", "spider", index or in any non-transitory manner store or cache information obtained from or pertaining to any Referred User or Referred Policy.
- o) use "bots" or Prohibited Software to distribute Promotional Materials.
- p) engage in any action or practice that reflects poorly on Urban Jungle or otherwise disparages or devalues Our reputation or goodwill.
- q) create a new account with the Affiliate Programme after Urban Jungle has terminated this Agreement with You as a result of Your breach of this Agreement; and
- r) place Promotional Material on any website, or use any media or medium, which contains materials that do not qualify for the Affiliate Programme, including, but not limited to, sites which:
 - i) promote or link to sexually explicit materials, violence, or illegal activities;
 - ii) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
 - iii) promote or link to Prohibited Software;
 - iv) regardless of the age of majority in the location where You are marketing, are designed to, or linked to other sites designed to, target persons under 18 years of age;
 - v) manipulate keyword searches on portals and/or search engines using words or phrases that contains the Prohibited Words;
 - vi) misrepresent themselves as Urban Jungle by co-opting the visual "look and feel" of the Urban Jungle Platform or otherwise violate Our or Our partners' Intellectual Property rights, including, without limitation, "scraping" text or images from the Urban Jungle Platform or Our Marketing Materials, search marketing or all other online and offline campaigns;
 - vii) do not clearly make available an online privacy policy to visitors; or
 - viii) are, at Our sole discretion, otherwise considered offensive or inappropriate

13.3 You may not bid on any keywords or keyword phrases which include a Prohibited Word in any pay-per-click search engine or other pay-per-click facility including but not limited to the Google Adwords platform. Upon being given 10 Business Days' notice the Referrer shall add the Prohibited Words and any close

spelling variations of the Prohibited Words in a format reasonably requested by Urban Jungle to the “negative keywords” in the pay-per-click search engine or other pay-per-click facilities that the Referrer uses.

14. Referrer Suspension

14.1. If Urban Jungle suspects the Referrer is taking part in Prohibited Activities, Fraud Traffic, using Prohibited Software or any other activity that contravenes the Agreement then Urban Jungle reserves the right, at its sole discretion, to “Suspend” Your Referrer Account without notice.

14.2. If Your Referrer Account is Suspended:

- a) Urban Jungle will email the Referrer within a reasonable time period to inform You that you have been suspended as a member of the Urban Jungle Affiliate Programme;
- b) Your status as a member of the Urban Jungle Affiliate Programme will remain Suspended for as long as it takes Urban Jungle to carry out an investigation into the suspect activity;
- c) no Commissions will be paid;
- d) no Commissions will be generated or otherwise become due as a result of Referred Policies that occur during the Suspension; and

14.3 Suspension of the Referrer account does not prevent either Party from terminating the Agreement in accordance with clause 27.2.

15. Accurate Referrer Account Data and Notices

15.1. You must provide true and complete information to us at all times; including but not limited to, Your identity, contact information, payment instructions, nationality, residency, and nature of Your marketing activities, and any other reasonable information that We may request from time to time. Urban Jungle may require the Referrer to provide reasonable proof of identity and proof of address prior to any Commission payment being made.

15.2. The Referrer must ensure that at all times Urban Jungle is able to communicate with the Referrer by email and phone and that the details provided to Urban Jungle, including trading address, phone number and email address, remain accurate.

15.3. All notices will be emailed to the email address provided to Urban Jungle by you.

15.4. Any notice given under this Agreement must be via email and will be deemed to be received on the same day of the email if it is sent on a Business Day or on the subsequent Business Day, if received or deemed to be received on a non Business Day.

15.5. If the Referrer provides Services to Urban Jungle on more than one website and/or mobile app, the Referrer must email Urban Jungle the URL of each website and the details of each mobile app prior to any promotion of Urban Jungle or using any Marketing Materials on that website(s). Urban Jungle reserves the right to:

- a) not pay any Commissions that would otherwise be due because the Referrer has failed to tell Urban Jungle about the website and/or mobile app on which it has provided Services to Urban Jungle; and
- b) refuse the Referrer permission to provide Services to Urban Jungle on a website and/or mobile app which Urban Jungle, at its sole discretion, deems inappropriate and Urban Jungle will not pay any Commissions that arise from a website and/or mobile app where Urban Jungle has refused the Referrer such permission.

15.6. You are solely responsible for providing accurate payment information to Urban Jungle. Urban Jungle will not be responsible if a Commission payment is made to an incorrect payment account, e.g. an incorrect bank account, because the payment account details provided to Urban Jungle are inaccurate or out-of-date or have been fraudulently changed.

15.7. You may not register or possess more than one membership to the Urban Jungle Affiliate programme without Our prior written consent.

16. Regulations

16.1. You warrant and represent that you:

- a) have independently evaluated the Applicable Laws and Regulations in Your local jurisdiction which apply to Your activities hereunder; and

b) may participate in the Affiliate Programme without violating any Applicable Laws and Regulations.

16.2. Unless otherwise permitted by the FCA Rules or any other Applicable Laws and Regulations, nothing in this Agreement shall be taken to exclude or restrict Our obligations under the FCA Rules or any other Applicable Laws and Regulations.

16.3. We shall be entitled to take any action as We consider necessary in Our absolute discretion to ensure compliance with the FCA Rules or any other Applicable Laws and Regulations and such actions shall be binding on You and shall not render Urban Jungle or any of directors, officers, employees or agents liable.

16.4. You agree that Urban Jungle shall treat each Customer and Referred Policy as its own and Urban Jungle will deal directly with all, Customers, Prospective Customers and Referred Users.

16.5. Urban Jungle shall retain full ownership of all information, documents, data files, information and other materials, including, without limitation all Personal Data, pertaining to all ExCustomers, Customers, Referred Policies and any data given to Urban Jungle by Referred Users.

17. Non-Competition

17.1. Both Parties acknowledge that the Agreement is not exclusive and that either Party may enter into similar arrangements with third parties (including competitors of the other Party).

17.2. You shall not market Urban Jungle, the Urban Jungle Website, Affiliate Programme and/or any other services offered by Urban Jungle, to Customers or Prospective Customers on any web page on which We promote the Urban Jungle Website, or in any other manner which results in You competing with us.

18. Domain Ownership

Without Our prior express written consent, You may not acquire (by purchase, rent or lease) directly or indirectly any domain that includes a Prohibited Word. Should

You already own or control, directly or indirectly, a domain containing a Prohibited Word then Urban Jungle reserves the right to require that You immediately transfer ownership of the domain or make such modifications to the domain as Urban Jungle, in its sole discretion, reasonably requires.

19. Site Redirects

You may not set up any site redirects from any web page or network of websites so that the page goes directly to the Urban Jungle Website.

20. Page Optimisation

You may not optimise any page of a website for keyword or keyword phrases that include a Prohibited Word; this provision includes but is not limited to the HTML elements used to provide structured metadata about a Web page, headers and body content.

21. Off-Site Links

You may not buy or build off-site links with anchor text for Prohibited Words.

22. Social Networking

You may not create, establish or otherwise maintain any page on any other social networking site, blog, website, domain or social networking service, or use a profile name or display name which contains Prohibited Words or does or could mislead others to believe that You do or may represent Urban Jungle or any of agents, employees or representatives.

23. Data Protection

23.1. You acknowledge the importance of protecting the privacy of the Prospective Customers and Customers of Urban Jungle and You hereby expressly acknowledge, agree and undertake not to try to access or to access any "Personal Data" acquired from or about Prospective Customers or Customers without the express prior and written consent of Urban Jungle.

23.2. In particular, in the event that You need to collect and hold Personal Data of a Prospective Customer or a Customer of Urban Jungle You shall:

- a) seek the prior written consent of Urban Jungle in accordance with clause 23.1;

- b) identify the lawful grounds on which You will collect and hold the Personal Data;
- c) only use the Personal Data in a way that is fair; and
- d) provide the relevant Prospective Customers or Customers with clear, open and honest information about how the Personal Data will be held; and
- e) comply with all relevant Personal Data Protection Legislation.

23.3. You undertake to tell Customers, Prospective Customers and Referred Users by way of a cookie policy on Your Referrer Platform about the use of the third party cookies in accordance with the Referrer Guidelines.

23.4. The Referrer shall indemnify Urban Jungle against any Losses arising out of or in connection with any failure of the Referrer to comply with Personal Data Protection Legislation or a breach of this clause 23.

24. Customer Data

24.1. By purchasing a Policy, Customers will be subject to all of the Urban Jungle Customer Terms and Conditions and operating procedures that govern their activity with Urban Jungle.

24.2. All data relating to Customers and Ex-Customers will remain Our sole and exclusive property and by entering into this Agreement You acquire no right to such information, except as expressly stated herein.

25. Intellectual Property

25.1. Urban Jungle grants to the Referrer a non-exclusive licence to use the Intellectual Property specified in the Marketing Materials solely to promote business of Urban Jungle and the Affiliate Programme.

25.2. Any display of Our Intellectual Property must be in good taste, and in a manner that preserves its value and in accordance with reasonable standards provided by Urban Jungle in the Referrer Guidelines.

25.3. You must not use any of Our Intellectual Property in any manner that may imply that You are an agency or branch of Urban Jungle.

25.4. You may not use any text, images, Widgets or other content on the Urban Jungle Platform except where it has been made explicitly available to You by Urban Jungle.

25.5. You agree that Urban Jungle shall retain full ownership rights in and to its Intellectual Property.

25.6. If You were to obtain any right, title and/or interest in or to the Intellectual Property at any time, whether or not this Agreement is in effect, You shall immediately transfer those rights back to Urban Jungle upon the first request.

25.7. You agree not to use or register in any country any of Our Intellectual Property or domain names resembling or confusingly similar or a misspelling consisting in whole or in part of, those included in the Intellectual Property; whenever Your attention is called by Urban Jungle to any such confusion or risk of confusion, You agree to take appropriate steps immediately to remedy or avoid such confusion or risk of confusion.

25.8. You shall give Urban Jungle prompt notice of any known or presumed infringements of any right, title and/or interest in or to its Intellectual Property or any unauthorised use of its Intellectual Property by others, and You shall render Urban Jungle full cooperation for the protection of its Intellectual Property. Urban Jungle shall retain all rights to bring all actions and proceedings in connection with infringement or unauthorised use of its Intellectual Property at its sole discretion. If Urban Jungle decides to enforce its rights in any Intellectual Property against an infringer, all costs incurred and recoveries made shall be for the account of Urban Jungle.

25.9. You shall not, directly or indirectly, at any time during the Term or after the Termination Date, do or cause to be done any act or thing disputing, attacking, impairing, diluting, or in any way tending to impair or dilute right, title and/or interest in or to any Intellectual Property or the validity of any licence granted by it.

25.10. The Referrer grants a non-exclusive licence to Urban Jungle to use Your name and logo in presentations, marketing materials and financial reports.

26. Amendments to the Agreement

26.1. Urban Jungle reserves the right to reasonably amend, alter, delete or add to any of the provisions of the Agreement (“Changes”), at any time and at its sole discretion, without giving any advance or prior notice, subject to the terms and conditions set out in this Agreement, and it is Your duty to consult and/or to check regularly this Agreement on the Urban Jungle Referrer Website regarding any Changes. You hereby acknowledge and agree that You confirm Your irrevocable acceptance of this Agreement (and any modifications), subject to Your continued compliance with the terms and conditions of this Agreement by:

- a) continuing to access or use the Urban Jungle Websites;
- b) continuing to promote and/or provide Services to Urban Jungle; and/or
- c) accepting any commissions from Urban Jungle.

26.2. Should Urban Jungle make any material Changes to the Agreement then Urban Jungle will inform the Referrer via email or via the messaging system on the Urban Jungle Referrer Website.

27. Termination

27.1. Either Party may terminate this Agreement without cause at any time by giving the other Party 30 days written notice.

27.2. Either Party may terminate this Agreement immediately for cause, at any time, by giving written notice to the other Party (the “Party in Default”) if the Party in Default:

- a) commits a material breach of this Agreement which is irremediable or, if remediable, is not remedied within 10 Business Days after written notice is given to the Party in Default by the other requiring such remedy;
- b) ceases doing business as a going concern;
- c) goes into administration or liquidation or becomes insolvent or is wound up or resolves to do so or a petition seeking an administration or winding-up order is issued in relation to the Party in Default (or an analogous event occurs under the law of any jurisdiction) and/or if any step is taken by any person for the dissolution of the Party in Default, or for the appointment of a receiver, administrator or judicial manager or other similar officer over any part of any Party’s undertaking, business or assets unless that Party

- demonstrates, to the reasonable satisfaction of the Party seeking to terminate, that it will be able to defend the proceeding successfully; or
- d) is unable to pay its debts as they fall due or takes any step with a view to rescheduling or deferral of any material part of its indebtedness, or proposes or makes an arrangement or composition with or for the benefit of its creditors; or
 - e) is reasonably in the view of the other Party, no longer of good repute, or has failed to comply with all applicable laws

27.3. Urban Jungle may terminate this Agreement immediately for cause, at any time, if:

- a) We determine that You have knowingly participated in, or knowingly benefited from, Fraud Traffic with the intent to defraud us; or
- b) You cease, in Our reasonable opinion, to be fit and proper to provide the Services to Urban Jungle; or
- c) You no longer hold the necessary authorisation, licence or consent to enable You to perform Your obligations under this Agreement; or
- d) You are prevented for any reason from carrying out Your obligations of the Agreement; or
- e) in the event of any change in the Applicable Laws and Regulations or court order or threatened court order or proceedings or threat of proceedings that materially impairs the ability of Urban Jungle or of any Related Party of Urban Jungle to provide the Urban Jungle Website, the Affiliate Programme, any other services offered by Urban Jungle, the licences or access described in this Agreement.

28. Consequences of Termination

28.1. The following will take effect on the Termination Date:

- a) You will cease all promotional activity of and Services to Urban Jungle; and
- b) all rights and licences given to You under this Agreement will terminate immediately, except as expressly stated herein; and
- c) You will return all Confidential Information related to Urban Jungle and cease use of any Intellectual Property, Marketing Materials and/or Promotional Material and other materials related to Urban Jungle and/or, the Affiliate Programme; and

- d) Urban Jungle may, at its sole discretion, leave open, redirect or deactivate any Tracking Links, without any obligation to pay You Commissions in respect of any new Referred Policies.

28.2. Unless You are a Party in Default, upon termination for any reason, Urban Jungle shall pay You any earned balance of Your Commissions that is due and payable to You on the Termination Date, within approximately 60 days of the Termination Date.

29. Warranties and Representations

29.1. In addition to other representations and warranties You will give us in this Agreement, You represent and warrant that:

- a) You are an individual or company who can form legally binding contracts under the laws applicable in Your country of residence or incorporation;
- b) if You are an individual, that You are above the age of 18, or otherwise above the legal age in Your country of residence;
- c) all of the information provided by You to Urban Jungle is correct and current;
- d) You are the owner of each Referrer Platform and any content displayed thereon or contained therein and/or You are legally authorised to act on behalf of the owner the Referrer Platform for the purposes of this Agreement and the Services to be provided hereunder;
- e) You have all necessary rights, powers, and authority to enter into this Agreement and to perform the acts required of You hereunder; and
- f) You have complied and will continue to comply with all Applicable Laws and Regulations in Your performance of any acts hereunder.

29.2. You further represent and warrant that the Referrer Platform and any materials displayed therein and software:

- a) comply with all Applicable Laws and Regulations;
- b) do not breach, and have not breached, any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort, or contract theories;
- c) are not pornographic, hate-related or otherwise violent in content; and
- d) are not knowingly targeted at persons under 18 years of age.

30. Liability Limitations

30.1. We do not warrant that Our systems, networks, software or hardware (or any systems, networks, software or hardware provided to us by third parties) will be error-free or uninterrupted. We make no warranties, express or implied, with respect to the quality, merchantability, fitness for a particular purpose or suitability of Our systems, networks, software or hardware (or any systems, networks, software or hardware provided to us by third parties). You agree that We (and Our providers and/or underlying vendors) are not required to maintain redundant systems, networks, and software or hardware.

30.2. In no event shall Urban Jungle's liability hereunder exceed the total amount of Commissions generated hereunder in the 6 months preceding the event giving rise to the claim. Even if advised of the possibility of such damages and even if the limited remedies provided herein fail of their essential purpose.

30.3. In no event will We be liable for any indirect, special, incidental, consequential or punitive loss, injury or damage of any kind (regardless of whether any such damages were foreseeable or whether either Party has been advised of the possibility of such loss).

31. Indemnities

31.1. The Referrer will, to the extent that a claim does not arise from the negligence or wilful default of Urban Jungle or any of its Related Parties, indemnify and keep indemnified and hold harmless, Urban Jungle and any of its Related Parties against any and all Losses suffered or incurred by The Referrer arising out of or connected with:

- a) a default by the Referrer of any of its obligations under this Agreement and any actions outside of the scope of this Agreement;
- b) any breach of the FCA Rules or other Applicable Laws by the Referrer or any of its directors, officers, agents or employees in connection with this Agreement;
- c) any negligence, error, omission, fraud or defaults by the Referrer or its directors, officers, agents or employees in relation to this Agreement; or
- d) any breach of the warranties set out in clause 29;

- e) any third party claim relating to the provision, supply or use of the Services to the extent that any such claim relates to any act, neglect or default of the Referrer or any of its Authorised Persons.

31.2. In the event that You breach this Agreement and as a result cause damage or loss to Urban Jungle, or causes one, or more, of the Urban Jungle Websites (or Our third party providers' websites) or servers to be interrupted from normal service, You will be held liable for damages and loss of business.

31.3. Nothing in this clause shall obviate or reduce the requirement of the Party claiming an indemnity to mitigate any Losses.

32. Bribery and Corruption

32.1. Both Parties shall at all times:

- a) comply, and shall ensure that its personnel comply, with all applicable laws and regulations, and codes relating to anti-bribery and anti-corruption and related matters. Both Parties acknowledge that they are aware of, and agree to comply with, the UK Bribery Act, together with this Agreement whereby the words bribery and corruption include any behaviour that would be a breach of the UK Bribery Act 2010; and
- b) immediately notify the other should it become aware of any:
 - i) actual or suspected breach of this clause; and/or
 - ii) other actual or suspected breach of anti-bribery or corruption laws or regulations, by a third party, which is directly or indirectly relevant to this Agreement.

32.2. Either Party may terminate this Agreement with immediate effect by written notice to the other Party, without liability, if either Party reasonably considers that the other Party has committed any breach of this clause.

33. Modern Slavery

33.1. The Parties shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and

33.2. Neither Party shall engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and

33.3. For the avoidance of doubt, a breach of this clause shall constitute a material breach of this Agreement.

34. Dispute Resolution

34.1. In the event of any dispute arising out of or in relation to this Agreement, the Parties must first use their respective best endeavours to consult and negotiate with each other, in good faith and, recognising their mutual interests, attempt to reach a just and equitable settlement of the dispute satisfactory to both Parties.

34.2. To such end, the Parties must, within 15 Business Days of a dispute arising, convene a meeting between persons nominated by each Party (the "Appointed Persons") and other relevant members of management to attempt to resolve the dispute.

34.3. If the Appointed Persons agree upon a resolution or disposition of the dispute, they will sign a statement setting out the terms of the resolution or disposition and the Parties will ensure that the resolution or disposition is fully and promptly carried out.

34.4. If the Appointed Persons do not reach such a settlement within a further period of 15 Business Days, the affected Party is free to proceed to seek redress in the court.

34.5. Nothing in this Clause 34 shall prevent either Party from applying to court for interim or injunctive relief and each Party acknowledges that a breach of the provisions of this Agreement may cause the other Party irreparable injury and damage and, therefore, any such breach may be enjoined through injunctive proceedings, in addition to any other rights and remedies that may be available to either Party as per applicable law or in equity.

35. Force Majeure

35.1. If either Party is prevented, hindered or delayed from performing any of its obligations under this Agreement by a Force Majeure Event, that Party shall not be responsible, liable or in breach of this Agreement for any failure or delay in performing its obligations under this Agreement and/or during the continuation of the Force Majeure Event provided nothing in this clause shall excuse a delay or failure to comply with a payment obligation.

35.2. The Party whose performance has been delayed, prevented or hindered by a Force Majeure Event shall promptly notify the other Party in writing of the reasons for the failure or delay and the likely duration of the failure or delay.

35.3. If the Force Majeure Event persists for more than thirty (30) continuous days, either Party shall be entitled to terminate this Agreement with immediate effect by written notice to the other Party.

36. Severance

In the event that the whole or any part of the terms, conditions or provisions contained in this Agreement shall be determined invalid, unlawful or unenforceable to any extent then such term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

37. Governing Law and Jurisdiction

This Agreement is governed by the laws of England and Wales, whose courts shall have exclusive jurisdiction.

38. General Terms

38.1. Controlling Language

The Agreement and all other agreements and/or documents executed on the basis of this Agreement shall be written and interpreted in English. In the event that this Agreement has been translated into a language other than English, it is the English version that will be prevailing and controlling in the event of any discrepancy.

38.2. Waiver

No failure or any delay by a Party to exercise any right or remedy under this Agreement or by law shall constitute a waiver, in whole or in part, of this Agreement nor shall it prevent or restrict the further exercise of that or any other right or remedy.

38.3. Remedies

The rights and remedies provided by this Agreement are cumulative and are not exclusive of any rights and remedies provided by law.

38.4. Assignment

Neither Party may assign, sub-contract, transfer, delegate, novate or in any way dispose of its rights or obligations under this Agreement without the prior written consent of the other Party.

38.5. Third Party Rights

A Party who is not a Party to this Agreement shall have no right to enforce or rely on any provision of this Agreement including under the Contracts (Rights of Third Parties) Act 1999.

38.6. No Partnership or Joint Venture

Nothing in this Agreement shall constitute, or be deemed to constitute, a joint venture or a partnership between the Parties nor, except save as expressly provided herein, shall it constitute, or be deemed to constitute, any Party the agent of any other Party for any purpose.

38.7. Entire Agreement

This Agreement, together with any documents referred to in it, constitutes the whole agreement between the Parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to each subject matter.

38.8. Counterparts

This Agreement may be executed in any number of counterparts, which shall together constitute one agreement. Any Party may enter into this Agreement by signing any such counterpart.

38.9. Survival

The provisions of the following Clauses of this Agreement shall survive the expiration of the term and/or the termination of this Agreement for any reason:

1. Definitions and Interpretations
17. Non-Competition
24. Customer Data
25. Intellectual Property
27. Termination
28. Consequences of Termination
29. Terminated Agreement Funds Management Fee for Not Withdrawing Funds
30. Warranties and Representations
31. Liability Limitations and Indemnities
34. Dispute Resolution
35. Force Majeure
36. Severance
37. Governing Law and Jurisdiction
38. General Terms

By signing below, the Parties confirm their intention to be legally bound by the provisions of this agreement.

SIGNED by _____ for and on behalf of

Date:

Email:

Title:

SIGNED by _____ for and on behalf of URBAN JUNGLE SERVICES LIMITED

Schedule 1 - CPA Commission

1. Subject to the terms set out in this Agreement the Referrer will earn a one-off CPA Commission of £25 for each Referred Policy.
2. The cost of any promotion or discount given to any Referred User will be subtracted from the CPA Commission.

For example, if the Referrer earns a CPA Commission of £25 per Referred User and a Referred User is given a £10 credit then the Referrer will earn a CPA Commission of £15 (£25 - £10) for that Referred Policy.