

MARKETING AGREEMENT

AGREEMENT regulating the terms of business as from the date of "Acceptance" by GoSure.com ("the effective date") between;

GoSure.com

and

The entity described in the Application

(afterwards referred to as "Gosure", "Us" or "We")

(afterwards referred to as "the Affiliate", "You, or Yours")

Together referred to as "the Parties"

WHEREAS

- A GoSure.com is a trading division of John Holman & Sons Limited ("HOLMAN'S") and provides travel insurance, administration services and advice to a wide range of retail, commercial and intermediary clients ("Insurance Services"). HOLMAN'S are registered in England number 2858300 and our registered office is at Ibex House, 42-47 Minories, London EC3N 1DY
- B HOLMAN'S is Authorised and Regulated by the Financial Services Authority ("FSA") in the United Kingdom with Firm Reference Number 116602.
- C Regulations have been made under the Financial Services and Markets Act 2000 ("Regulations"), which limit permission to provide insurance mediation activities (including Insurance Services) within the United Kingdom to Authorised Firms only.
- D The Affiliate wishes to promote through a website link within the United Kingdom the travel insurance products offered by Gosure.
- E The Regulations exempt from authorisation and regulation the services intended to be provided by the Affiliate to Gosure under this agreement.

NOW IT IS AGREED that all marketing services provided by the Affiliate to Gosure will be conducted in accordance with the Operative Provisions below.

OPERATIVE PROVISIONS

This Marketing Agreement contains the complete terms and conditions for the provision of marketing services by the Affiliate to Gosure. "Referring website" refers to the website identified in your application from which you will link to the GoSure website (www.gosure.com). The "Program" refers to our software that enables you to introduce to us customers interested in enquiring about, obtaining quotations for and purchasing travel insurance via the GoSure website. "Special GoSure link(s)" refers to our code that enables an Internet link between the referring website and the GoSure website and that allows us to track effectively the identity of the referring website.

1. Joining the GoSure Affiliate Program

Following your submission of a completed application via our website we will evaluate it and notify you of our decision whether we accept or reject your application. We have sole discretion as to the suitability of a referring site but will always exclude websites that:

- Discriminate or promote discrimination based on race, sex religion, physical disability, sexual orientation or national origin
- Show or promote sexually explicit material
- Show or promote violence
- Show, promote or commit illegal activities
- Encourage the violation or violate international intellectual property rights

If we reject your application, you may reapply with a different referring website. If the content of any rejected referring website alters you may also reapply.

We reserve the right to terminate this Agreement if your referring website is at any time deemed by us to be unsuitable for the Program.

2. Referring links, banners and graphics.

Once you have received your GoSure welcome pack by email notifying you that your referring site has been accepted onto the Program, you may install a link to the GoSure website based on the choices of graphics, text and code supplied to you by us. You may add or delete the graphics, text or code without modification to the referring website without our prior approval. You may not modify the graphics, text or code or any other of our images in any way. We reserve all of our rights in the code, graphics or text, any other images, our trade names and trademarks, and all other intellectual property rights. You must remove our links, code, graphics or text from your website if we ask you to or if the Agreement is terminated.

3. Processing orders from referred customers.

Our special GoSure link/s allow us to identify your referring website when a customer places an order for travel insurance on the GoSure website. You must ensure that each of the links between your referring site and GoSure's website properly utilises the special GoSure links we have provided. You will only earn commission with respect to activity on our website occurring directly through your GoSure link/s; we will not be liable to you for any failure by you to use the GoSure links, including to the extent which that failure may result in a reduction of amounts that would otherwise become payable to you pursuant to this Agreement.

We will process travel insurance enquiries by customers who utilise GoSure links from your referring site to our site. We will be responsible for all aspects of order processing and fulfilment and we reserve the right to reject orders in any particular case. We will also be responsible for customer service, cancellations, processing payments and reporting sales activity to you as we see fit.

4. Earning commission.

We will pay the affiliate a commission of 15% of the gross retail premium after the deduction of insurance premium tax at the current rate, in respect of all identified orders originating from an enquiry via a Referring Website. An order received does not accrue commission to you until the customer's payment has been cleared. Commissions on any refunds to or cancellations by customers will be deducted from your affiliate commission payment. We are solely responsible for tracking of customers from the referring website and will use our reasonable endeavours to ensure this is done both timely and accurately but we are not to be held responsible for technical errors committed either by us or you and we make no specific guarantees as to the efficacy of any tracking method.

5. Payment of Commission to Affiliates.

Approximately 20 days after the end of each calendar month we will pay to you by BACS the amount of commission earned by you on travel insurance sales made via the referring website during the previous month less any cancellations or refund amounts. You must provide us with your current bank details, including your account name, number and sort code. Payment will not be made other than by BACS and for the immediate preceding month.

6. Pricing and Product Responsibility.

Customers who purchase travel insurance through this Program will be deemed to be customers of GoSure and accordingly all GoSure procedures concerning orders, customer service, pricing, product features will apply to those customers. You may not display our pricing on your website as prices are subject to change without notice.

7. Affiliate Relationship.

Nothing in this Agreement is intended to or will create any joint venture, partnership, agency, sales representative, franchise or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement on your site or otherwise that contradicts anything in this Agreement. You may not assign this agreement without our prior written consent. You may cancel the Agreement and leave our Program at any time.

8. Limitation of Liability and Damages.

We shall not be liable for indirect, special, or consequential damages, loss of revenue, profits or data arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. We make no representation, warranty or guarantee, express or implied as to the effectiveness or profitability of this Program. We make no guarantee or representation that the operation of our site will be uninterrupted or error-free and we will not be liable for the consequences of any interruptions or error.

The Affiliate agrees to the following: -

1. To promote Gosure travel insurance products by passive display on the Affiliate's website(s) of an invitation to access the Gosure website for travel insurance services;
 2. Not give any advice to customers as to the meaning of policy terms or the suitability of Gosure travel insurance products for any particular customer or prospective customer;
 3. Not collect any premium from the customers;
 4. The Affiliate warrants that whenever it may engage in the promotion of Gosure insurance products it does so in accordance with the exempt sales regulations of the Financial Services Authority as may be amended from time to time;
 5. You will be remunerated by commission.
 6. The Affiliate agrees to indemnify Gosure against any loss or damage or expense that Gosure may suffer or incur as a direct or indirect result of the failure of the Affiliate to comply with its obligations in this Agreement.
 7. The Affiliate agrees to comply with the rules of the FSA and to inform Gosure immediately if any investigation is launched or any adverse regulatory decision is made by the FSA and/or any fines or sanctions are imposed on the Affiliate.
 8. In the event of any claim, dispute or difference arising out of or in connection with this Agreement the parties hereto irrevocably agree and submit to the of the Courts of England. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of England.
 9. No term in this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.
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