



TERMS OF BUSINESS AGREEMENT - ADDENDUM

This Addendum forms part of the Terms of Business Agreement ("Agreement") between: ERGO Lebensversicherung AG UK Branch, trading as Ellipse ("Ellipse") and [] ("the Adviser").

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

DEFINITIONS AND INTERPRETATIONS:

Data Protection Legislation means the Data Protection Act 1998 and any other data protection or privacy legislation which applies to the parties, including the General Data Protection Regulation as enacted;

The terms "**data controller**" and "**personal data**" have the meanings given under the Data Protection Act 1998 and the General Data Protection Regulation as enacted.

DATA PROTECTION

- 1.1 The Insurer is a data controller for the purposes of the insurance contract. The Insurer is also a data controller in respect of personal data collected from the Adviser's employees or agents.
- 1.2 The Insurer will process personal data (as defined in the GDPR and UK Data Protection Legislation) in relation to the Adviser's employees and agents solely for the purposes of carrying out the Insurer's responsibilities as set out in this Agreement

CRIMINAL FINANCES ACT 2017

- 2.1 The Adviser undertakes, warrants and represents that:
 - (a) neither the Adviser nor any of its officers, employees, agents or subcontractors has:
 - (i) committed an offence under the Criminal Finances Act 2017 or
 - (ii) been notified that it is subject to an investigation relating to an alleged Offence or prosecution under the Criminal Finances Act 2017;
or
 - (iii) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged Offence or prosecution under the Criminal Finances Act 2017;



(b) it shall comply with the Criminal Finances Act 2017

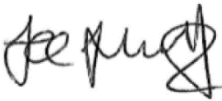
(c) it shall notify the Insurer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have, breached or potentially breached any of the Adviser's obligations under this Clause

Such notice to set out full details of the circumstances concerning the breach or potential breach of the Adviser's obligations.

2.2 Any breach of this Clause by the Adviser shall be deemed a material breach of the agreement and shall entitle the Insurer to terminate the agreement.

AS WITNESS this Addendum is entered into and becomes a binding part of the Agreement with effect from the date signed by the Adviser.

FOR AND ON BEHALF OF ERGO Lebensversicherung AG UK Branch, trading as Ellipse

Signature 

Name LEE LOVETT

Title Chief Executive Officer

Date Signed 14th February 2018

THE ADVISER

Signature _____

Name _____

Title _____

Date Signed _____

Financial Services Registration Number _____

Ellipse Agency Number _____