

UNDERTAKING

- To: (1) The Society of Lloyd's, One Lime Street, London EC3M 7HA, England ("Lloyd's");
- and
- (2) Lloyd's Underwriters' Attorney in Fact in Canada¹, of Suite 2220, 1155 Metcalfe Street, Montreal, Quebec ("the Attorney in Fact")

In consideration of our registration by Lloyd's as a reinsurance intermediary permitted to place reinsurance business with Lloyd's underwriters we, **[applicant firm]** ("the Firm"), undertake that from the date hereof until you formally release us from doing so, we will:

1. Keep proper accounts and other records relating to our activities as a reinsurance intermediary;
2. Cooperate with you and provide you with all documents, information and other materials that you may reasonably require relating to our activities as a reinsurance intermediary in order that you may discharge any legal or regulatory requirement that may be imposed on you;
3. Permit you or your appointed agent at reasonable notice to inspect and, where appropriate, to take copies, of accounts and other records relating to our activities as a reinsurance intermediary at our offices during normal office hours for the purpose of enabling you to discharge any legal or regulatory requirement that may be imposed on you;
4. Act as agent for Lloyd's underwriters in respect of the following:
 - (a) communicating to the policyholder Lloyd's underwriters' decision to enter into contracts of reinsurance by forwarding (via post, fax or such other means as Lloyd's underwriters may permit) the policy or other evidence of reinsurance issued by or on behalf of Lloyd's underwriters to the policyholder;
 - (b) receiving premiums from policyholders, which premiums we shall immediately upon receipt deposit into a bank account which is separate from the operating funds of the firm and is labelled as being fiduciary or premium trust. Assets held in that bank account shall be held in a fiduciary capacity on behalf of reinsurers for the purpose of the onwards transmission of those monies to reinsurers and the monies shall not be otherwise held or retained by us;
 - (c) other than in respect of the activities specified above, we acknowledge that we are not, and undertake that we shall not act or hold ourselves out as, agents for Lloyd's underwriters.

¹ Lloyd's underwriters' Attorney in Fact is the person appointed on behalf of Lloyd's underwriters as chief agent pursuant to section 579(3) of the Insurance Companies Act 1991 of Canada

This Undertaking may be varied only by the prior written agreement of each party hereto.

We understand that any breach of this Undertaking may affect our suitability to be permitted by Lloyd's to place reinsurance business with Lloyd's underwriters.

This Undertaking shall be governed by the laws of Canada and the parties hereby irrevocably and unconditionally accept and agree to submit to the exclusive jurisdiction of the courts of Ontario to hear any dispute relating to this Agreement.

Each party, on behalf of itself and its affiliates, also agrees not to include any employee, officer or director of the other party or its affiliates as a party in any such action or proceeding.

I confirm that I am duly authorised to sign this Undertaking on behalf of the Firm.

Signed:.....

Full name of signatory:.....

Position of signatory with the firm:.....

Dated theday of