Caledon MGA Ltd

BROKER TOBA

This Agreement is made the ___day of ________ 2026

Between:

Caledon MGA Ltd, incorporated in the Republic of Ireland with company number 740661, whose registered office is at 7 Northumberland Ave, Dun Laoghaire, Dublin, A96 XOK5

("Managing General Agent/Caledon MGA")

and

[BROKER COMPANY]
registered in Ireland under company number _______________,

whose registered office is at [ADDRESS]

("Broker")

1. Definitions & Interpretation

1.1. For the purposes of this Agreement:

Agreement	This agreement and the attached schedule.
Applicable Laws and Regulations	All laws, rules, regulations and regulatory codes applicable to the sale and distribution of the Insurance Policies and the conduct of Insurance Business, including the Insurance Acts, the European Union (Insurance Distribution) Regulations 2018, any applicable Codes of Conduct and any amendments or re-enactments of any of them.
CBI	Central Bank of Ireland
Client Premium Account	A designated client premium account in accordance with the Consumer Protection Code in respect of a premium or a premium rebate.
Codes of Conduct	Any code of conduct issued by the CBI to which the Broker or Caledon MGA is subject (including, where applicable, the Consumer Protection Code, Minimum Competency Code and Minimum Competency Regulations, Fitness and Probity Standards and any successor codes).

Commission	The commission referred to in clause 5 and set out in Schedule A.
Complaint	Any expression of dissatisfaction, whether oral or written, from a Customer or Insured relating to the products or services of Caledon MGA, the Insurer or the Broker.
Confidential Information	Has the meaning given to it in clause 12.
“Controller”	Has the meaning given to it under the GDPR.
Customer	The person or organisation that has approached the Broker with a request for an insurance product.
Data Protection Laws	Regulation (EU) 2016/679 (GDPR), the Data Protection Acts 1988–2018 and any regulations made under them.
Insured	Any Party (not being Caledon MGA) entering into a contract of insurance which is subject to this Agreement.
Insurer	The Insurer specified on any policy of insurance issued by Caledon MGA.
Insurance Business	Any insurances or reinsurances falling within the definition of “Insurance Distribution” in the European Union (Insurance Distribution) Regulations 2018.
Insurance Policy	Means a legal indemnity insurance policy issued by Caledon MGA and underwritten by the Insurer in respect of a proposal referred to Caledon MGA by the Broker on behalf of a Customer.
Personal Data	Has the meaning given to it under the GDPR.
Records	All reasonable records containing information relating to the Insurance Business transacted in connection with this Agreement,.
Taxes	All Insurance Premium Taxes (IPT) and other parafiscal charges which may be levied by overseas fiscal authorities on insurance premiums.

2. Scope

2.1 Caledon MGA hereby appoints the Broker to transact business with Caledon MGA on the terms and conditions set out in this Agreement.

2.2 The purpose of this Agreement is solely to set out the rights and obligations of the Parties only in respect of the matters specifically addressed in the Agreement. To the extent that any matters relating to the relationship between the Parties are not expressly addressed in this Agreement, they remain unaffected and unaltered by this Agreement. This Agreement shall not override the terms of any Insurance Policy or of Insurance Business.

2.3 [Subject to clause 11 (which is to be given a free and unfettered interpretation)] nothing in this Agreement overrides the Broker's duty to place the interests of the Customer before all other considerations nor shall this Agreement override any legal or regulatory requirements (whether obligatory or advisory) which may apply to the Broker, Caledon MGA, the Insurer, or the placing of any Insurance Business.

2.4 The Parties agree that the terms herein shall apply to the conduct of any Insurance Business which has been or may be transacted between the Parties on or after the date of this Agreement. The terms of this Agreement supersede the terms of any other terms of business agreement (TOBA) already in place between the Parties. The terms of this Agreement shall apply from the date of the Agreement.

2.5 Each proposal for Insurance Business, renewal of existing Insurance Business or continuation of cover in respect of any existing Insurance Business will be accepted or declined by the Insurer at its sole discretion. The Broker is under no obligation to offer any proposal for Insurance Business or renewal of any existing Insurance Business to the Insurer.

2.6 Nothing in this Agreement shall be construed as granting the Broker any exclusive right to place Insurance Business with Caledon MGA or the Insurer or as preventing the Broker from entering into or maintaining similar terms of business with any other insurer, managing general agent or intermediary.

3. Regulatory Status

3.1 The Broker and Caledon MGA both warrant that they are regulated by the CBI to conduct Insurance Business from the date of this Agreement.

3.2 The Broker shall inform the Insurer as soon as reasonably practicable in writing if at any time during the period of this Agreement:

3.2.1 The CBI suspends or withdraws the Broker's registration; or

3.2.2 The Broker otherwise ceases in any way to be authorised by the CBI to undertake any activities in relation to any Insurance Business subject to this Agreement; or

3.2.3 The Broker becomes insolvent.

3.3 Caledon MGA shall inform the Broker as soon as reasonably practicable in writing if:

3.3.1 The CBI suspends or withdraws Caledon MGA's registration; or

3.3.2 Caledon MGA otherwise ceases to be authorised by the CBI to undertake any activities in relation to any Insurance Business subject to this Agreement; or

3.3.3 Caledon MGA becomes insolvent.

3.3.4 Caledon MGA is subject to any material disciplinary action by the CBI or other regulatory authority which would reasonably be expected to affect its ability to perform its obligations under this Agreement.

3.3.5 There is any material change in the ownership, control or capital structure of the Broker which would reasonably be expected to affect its regulatory status.

3.4 The Broker shall submit to Caledon MGA for approval, before publication, all marketing material or other documentation (in whatever format) which prominently features Caledon MGA's name, logo, trade marks or product specific descriptions in a way that implies endorsement by, or is attributed to, Caledon MGA. and shall not issue any such marketing material or documentation without the express prior written consent of Caledon MGA, which consent shall not be unreasonably withheld, conditioned or delayed. .

4. Authority

4.1 This Agreement sets out the basis on which Caledon MGA will accept Insurance Business from the Broker. Caledon MGA authorises the Broker to act as the agent of the Insurer for the sole purpose of receiving and holding premium, and other sums due in respect of the Insurance Policies and, where appropriate refund such sums.

4.2 Nothing in this Agreement shall grant the Broker authority to accept, amend, or vary any Insurance Policy/Insurance Business, settle, negotiate or compromise claims, alter any document or policy, make any non-exempt financial promotion on Caledon MGA's behalf, and/or commit Caledon MGA in any way.

4.3 Unless specifically authorised in writing by Caledon MGA the Broker has no authority to sign documents on behalf of Caledon MGA, to make markings of any kind on any Insurance Policy, or in any other way whatever to make arrangements binding Caledon MGA.

4.4 All information provided by a Customer relevant to the Insurance Policy, whether the Broker considers it material or not, in accordance with the terms of the Insurance Policy, will be passed immediately to Caledon MGA by the Broker.

4.5 In all cases where an Insurance Policy is not taken up, unless otherwise specified in this Agreement, the Broker will return the Insurance Policy and certificate of insurance to Caledon MGA for cancellation, with the reason noted on it, within the applicable credit period agreed between the Parties for the relevant Insurance Business.

4.6 Unless specifically authorised in writing by Caledon MGA (such authorisation not to be unreasonably withheld or delayed), the Broker may not enter into any agreement to delegate or contract out to another Party any of the activities undertaken by the Broker in pursuance of the duties delegated to the Broker under this Agreement, or make any arrangement with another Party acting as an intermediary for the introduction of business to Caledon MGA via the Broker.

5. Remuneration

5.1 Caledon MGA will pay the Broker Commission on Insurance Business transacted by the Broker with Caledon MGA, if completed, so long as the Broker retains direct control of the business, at the rates stated in Schedule A hereof. Caledon MGA will give the Broker not less than (3) months' prior written notice before making any changes to the Commission rates. Any such change shall apply only to new Insurance Business incepted and to renewals falling due after expiry of such notice period and shall not affect Commission payable on Insurance Business already in force.

5.2 These Commission rates are:

5.2.1 allowed on net premiums, exclusive of any taxation.
5.2.2 applicable unless other special arrangements are made.
5.2.3 applicable only to risks situated in the Republic of Ireland.

5.3 If Caledon MGA refunds all or part of a premium for a risk, the amount of Commission in respect of that refund shall be repayable by the Broker to Caledon MGA. This includes a situation where a Customer gives notice of cancellation within the 14 day cancellation period. Such repayment shall be proportionate to the amount of premium refunded and shall not require repayment of Commission in excess of the Commission originally received by the Broker in respect of the relevant Insurance Policy.

5.4 Commission on any business will become due and payable to the Broker on receipt of the premium. Caledon MGA authorises the Broker to deduct the Commission from the premium prior to remittance to Caledon MGA.

6. Premiums

6.1 Where the Broker holds: (a) premium due to be paid to the Insurer or (b) return premium due to be paid to the Customer; the Broker shall hold such monies as the agent of the Insurer. The Broker has no authority under this Agreement to permit any third-Party, sub-agent to receive, hold, or pay any money on behalf of the Insurer.

CALEDON MGA

6.2 All premiums must be paid into the Broker's Client Premium Account designated to hold premiums and then paid over to Caledon MGA in accordance with clause 6.3.

6.3 Caledon MGA will send a statement of account at the end of each month which will set out the premium and IPT or any other required tax due for the policies issued in that month. The Broker will remit to Caledon MGA, within thirty (30) days of receipt of the statement, the net premiums shown on the statement (being the premiums due to Caledon less any Commission properly due and payable to the Broker in respect of the Insurance Business included in the relevant statement of account). Payment is to be made by electronic funds transfer to the account designated by Caledon MGA. All rebate or refund premium monies paid by Caledon MGA via the Broker, will be sent by electronic funds transfer to the Client Premium Account of the Broker and such funds are deemed to be held by the Broker on behalf of the Insurer.

6.4 If the Broker does not obtain payment of the required premium from the Customer, or from any third party funding the premium on behalf of the Customer, within 30 working days of commencement of the insurance cover the Broker will notify Caledon MGA immediately. On receipt of such notification Caledon MGA may agree to remain on risk for a further period, or cease cover thereafter unless the Broker accepts responsibility for payment of the premium. The Broker will comply with any instructions given by Caledon MGA. If such instructions are not followed, without reasonable justification, the Broker shall be responsible for payment of the relevant premium in accordance with the agreed credit terms, subject always to applicable law and regulatory requirements.

7. Taxes

7.1 All premiums will be quoted net of IPT or any other required tax and the Broker will pay the IPT to Caledon MGA with the premium in accordance with clause 6.3.

8. Compliance

8.1 Each Party will comply with their respective legal, licensing and regulatory requirements applicable to the production, distribution, placing, claims handling and premium and claims accounting of any Insurance Business which the Broker places with the Insurer under this Agreement.

8.2 The Broker will inform Caledon MGA in relation to all Insurance Business whether the Insured is classified as a consumer or a commercial customer.

8.3 The Broker will forward promptly notices of Insured's rights to cancel Insurance Business in all instances where such notices are required. An Insurance Policy can only be cancelled by Caledon MGA in accordance with the terms of any Insurance Policy. If a Customer sends a written notice of cancellation of their Insurance Policy to the Broker, the Broker shall promptly forward such written notice received from the Customer to Caledon MGA.

8.4 Each Party shall pay due regard to, and co-operate in respect of the observance of, any applicable international economic or financial sanctions legislation which bind the relevant Customer, the Broker, Caledon MGA or the Insurer.

8.5 Neither Party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any law against bribery (including without prejudice to the generality of the foregoing the Criminal Justice (Corruption Offences) Act 2018).

8.6 The Parties shall insofar as required to do so, and whether or not either Party is an associated person of the other for the purposes of the Criminal Justice (Corruption Offences) Act 2018, maintain on an on-going basis its own anti-corruption bribery policies and procedures, including but not limited to adequate procedures under the Criminal Justice (Corruption Offences) Act 2018, to prevent corruption/bribery offences and will enforce them where applicable.

8.7 In providing regulated services to the Customer, each Party shall be solely responsible for fulfilling its own anti-money laundering and terrorist financing obligations under Applicable Laws and Regulations.

8.8 The Broker will ensure compliance with its own client due diligence formalities to include obtaining all documentation from the Customer, carrying out any and all identification and verification checks that may be required by the Criminal Justice (Money Laundering & Terrorist Financing) Act 2010, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Anti-Money Laundering Laws").

8.9 Subject to Data Protection Laws, the Broker shall provide Caledon MGA with all relevant documentation obtained by it from the Customer in accordance with regulatory obligations and the Anti-Money Laundering Laws so that Caledon MGA may complete its own customer due diligence and anti-money laundering checks in accordance with Applicable Laws and Regulations including the Anti-Money Laundering Laws.

8.10 The Parties will ensure all other compliance with applicable financial recordkeeping and reporting requirements of the Anti-Money Laundering Laws, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency.

8.11 The Parties confirm that there are no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Parties or any of their affiliates with respect to the Anti-Money Laundering Laws pending or, (to the best knowledge), threatened.

8.12 The Parties reserve the right not to accept funds from or assume the risk in respect of any Customer where there is an absence of sufficient information or any other reason that means the Parties would not be able to comply with their obligations under this clause.

9. Data Protection

9.1 The parties acknowledge and agree that the Insurance Intermediary and the Company process Personal Data as independent Controllers

9.2 The Broker will disclose Personal Data to Caledon MGA in order for Caledon MGA to issue Insurance Policies to the Customer.

9.3 The Parties shall comply with all applicable Data Protection Laws in the performance of their obligations under this Agreement.

9.4 To the extent that each of the Parties act as Controllers in respect of the Personal Data, each party will be responsible for the security and the compliant transfer of the Personal Data it holds.

9.5 Each Party shall ensure that it has provided all notices and obtained all necessary consents to permit the lawful disclosure of Personal Data to the other Party to ensure that that Personal Data can be lawfully used by the other Party in the manner and for the purposes anticipated by this Agreement.

9.6 The Parties agree to implement appropriate technical and organisational measures to protect the Personal Data in their possession against unauthorised or unlawful processing of Personal Data and against accidental loss, destruction of, damage to, alteration or disclosure of, Personal Data in accordance with Data Protection Laws.

9.7 Each Party shall comply with its respective obligations regarding the data subject exercising its rights, including, without limitation, the information to be provided to a data subject pursuant to Articles 13 and 14 respectively of the GDPR.

9.8 Each Party shall provide the other Party with such reasonable assistance as may be required to meet that other Party's obligations as Controller in complying with the rights of the data subject. This will include, without limitation, ensuring the other Party is advised of any data subject rights request which should more properly have been directed to that other Party or which requires the assistance of that other Party to fulfil the request.

10. Termination

10.1 This Agreement shall terminate:

10.1.1 at any time by mutual agreement by the Parties; or

10.1.2 on the expiry of 30 days written notice delivered by either the Broker or Caledon MGA to the other Party at the receiving Party's registered office or by recorded delivery/registered post to the other Party at the receiving Party's registered office; or

10.1.3 immediately without notice in the case of fraud on the part of either Party; or

10.1.4 immediately, without notice, should either Party become the subject of voluntary or involuntary administration or liquidation proceedings (save for the purposes of amalgamation or solvent re-organisation) or become the subject of an action in bankruptcy or make or propose any composition with its creditors or otherwise acknowledge its insolvency; or

10.1.5 immediately, without notice, should either Party have any authority or permission granted to it by the CBI withdrawn or altered by the CBI in such a manner as materially to affect in any way that Party's ability to perform or otherwise be involved with any Insurance Business which is carried out between the Parties under this Agreement; or

10.1.6 If either the Broker or Caledon MGA fail to remedy any material breach of this Agreement, within 30 days of the Broker or Caledon MGA notifying the other Party of the breach in writing.

10.2 Following termination:

10.2.1 Caledon MGA will prepare a statement of account, settlement of which shall be by way of payment by the Broker or Caledon MGA of the net balance due to the other. All known premiums for which the Broker would be liable under this Agreement and not included in this statement of account must also be paid to Caledon MGA at the same time.

10.2.2 the Broker will make all reasonable efforts to provide Caledon MGA with contact details for any Insured or other Party with whom the Insurer has contracted in the conduct of Insurance Business where such information is reasonably required in order for the Insurer to carry out its obligations in relation to Insurance Business concluded in accordance with this Agreement.

10.3 Where permissible the Parties will remain liable to perform their obligations in accordance with the terms of this Agreement in respect of all Insurance Business subject to this Agreement until all Insurance Business has expired or has otherwise been terminated.

10.4 Termination of this Agreement for any reason shall be without prejudice to any rights, remedies or obligations of either Party which have accrued prior to the effective date of termination, including without limitation the Broker's entitlement to Commission on Insurance Business incepted prior to termination.

11. Access to Records

11.1 The Broker will retain all of the Records created or held by it and all Records received by the Broker for the purposes of the introduction, arranging, concluding, administration or performance of the Insurance Business for a minimum of six years and in any event the minimum periods required by law or any regulatory body with jurisdiction over the Broker, the Insurer or the Insurance Business.

11.2 The Broker agrees to allow Caledon MGA, on reasonable prior written notice, to inspect and to take copies of the following: -

11.2.1 the accounting records pertinent to any Insurance Business including information relating to the receipt and payment of premiums; and

11.2.2 documents as may be in the possession of the Broker which were disclosed to the Insurer by the Broker in respect of any Insurance Business including, but not limited to, documentation relating to the proposal for the Insurance Business, the placing thereof (including endorsements and reinstatements) and any claims thereunder.

11.3 On termination of this Agreement for whatever reason and on reasonable prior written notice the Broker will deliver up to Caledon MGA such documentation if requested. Any costs reasonably incurred by the Broker in complying with this clause at the specific request of Caledon MGA (and which are not part of its ordinary record-keeping obligations) shall be borne by Caledon MGA

12. Confidentiality

12.1 Each of the Parties will treat all information (written or oral), and whether or not such information is expressly stated to be confidential or marked as such, relating to the other Party, its customers or trade secrets of which it is or shall become possessed or aware or concerning the other Party's techniques, technical know- how, technical data, analyses, compilations, concepts, technical processes, formulae, specifications, inventions, research projects, customer lists, pricing policies, operational methods, financial information, marketing information, business dealings or affairs ("Confidential Information") received from the other Party (or otherwise made available to it) relating to this Agreement as confidential and will not, without the other Party's prior written consent, disclose the Confidential Information to any other person not entitled to receive such information except as may be necessary to fulfil their respective obligations in the conduct of the Insurance Business and except as may be required by law, regulation or by any court or regulatory authority. For the avoidance of doubt each Party shall be entitled to disclose such Confidential Information where necessary to its insurers or reinsurers, actuaries, auditors, professional agents and advisers and other group companies who need to know the Confidential Information in connection with the Insurance Business to be carried out in connection with this Agreement. This clause will not apply to Confidential Information which was lawfully in the possession of such Party prior to this Agreement, which was already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause or any other obligation of confidentiality) or which is trivial or obvious.

12.2 Each Party shall make all relevant employees, consultants, agents and independent contractors and all other parties to whom it intends to disclose Confidential Information to (in accordance with clause 12.1) aware of the confidentiality of the Confidential Information and the provisions of this Clause 12 and without limitation to the foregoing to take all reasonable steps as shall from time to time be necessary to ensure compliance by its employees, consultants, agents and independent contractors with the provisions of this Clause 12.

13. Complaints

Each Party will notify the other Party of any material Complaint concerning the other Party relating to Insurance Business subject to this Agreement, having regard to and in accordance with Applicable Laws and Regulations .

14. Protection of Reputation

Subject to clause 3.4, each Party agrees it will not, without the written authority of the other Party, make use of the other Party's corporate or trading names or logos and trademarks.

15. Conflicts of Interest

The Parties will adopt and/or maintain procedures to ensure that each has in place arrangements for the identification and management of any conflicts of interest that may arise in relation to any Insurance Business.

16. Disclosure

The Broker will comply with relevant requirements under Applicable Law and Regulations regarding disclosure of all forms of remuneration from any arrangements it may have for remuneration in connection with Insurance Business.

17. Variation and Assignment

This Agreement may be assigned or varied only in writing by duly authorised representatives of the Parties.

18. Rights of Third Parties

A person who is not a Party to this Agreement has no right under this Agreement.

19. Dispute Resolution

19.1 The Parties to this Agreement are committed to resolving all disputes arising under it (and whether such dispute arises before or after termination of this Agreement) without the need for litigation and to allow as far as possible for commercial relationships to remain unaffected by disputes and therefore the Parties:

19.1.1 will attempt in good faith to resolve any dispute or claim promptly through negotiations between respective senior executives of the Parties who have authority to settle the same;

19.1.2 will attempt in good faith, if the matter is not resolved through negotiation within three months of the dispute arising, to resolve the dispute or claim through an Alternative Dispute Resolution (ADR)/Mediation procedure agreed between the Parties; or

19.1.3 If the matter has not been resolved by mediation within six months of the dispute arising, or if a Party will not participate in a mediation procedure, either Party may refer the dispute to the to the courts of Ireland in accordance with clause 20.1.

19.2 Notwithstanding the above, either Party may seek the immediate protection or assistance of the courts of Ireland if appropriate.

20. General Clauses

20.1 **Jurisdiction and Choice of Law**: This Agreement is governed by and shall be construed according to Irish law and any disputes arising under it shall, subject to the provisions of clause 19 above, be determined in the Courts of the Republic of Ireland.

20.2 **Severability/Enforceability**: In the event any portion of this Agreement is found to be invalid or unenforceable the remainder shall remain in full force and effect.

20.3 **Interpretation**: In this Agreement, words importing the singular shall include the plural and vice versa. Headings are included for ease of reference and convenience only and shall not affect the interpretation of the Agreement.

20.4 **Service of Notice(s)**: Any notices to be given under this Agreement shall be sent by recorded delivery/registered post or by hand or by email to a designated email address notified by the receiving Party for this purpose addressed to the Company Secretary at the registered office of the Party to be served. The notice shall be deemed to have been served, if posted, at the expiration of two business days after posting, or if by hand, at the expiration of one business day after it was dispatched. In the case of email, notice shall be deemed served at the time of transmission, provided no delivery failure message is received, and a copy of such notice shall be sent by post as soon as reasonably practicable thereafter.

20.5 **Force Majeure**: Neither Party shall be liable for any delay or non-performance of its obligations under this Agreement caused by an event beyond its reasonable control (a "Force Majeure Event") provided that the Party affected gives prompt notice in writing to the other Party of such Force Majeure Event and uses all reasonable endeavours to continue to perform its obligations under the Agreement. Either Party may terminate this Agreement if such Force Majeure Event continues for more than 3 months.

AS WITNESS the hands of the parties subscribing hereto the day and year first above written.

Signed by an authorised signatory for
[BROKER LEGAL NAME]

Signed by an authorised signatory for
Caledon MGA Limited

Schedule A
Commission Rate

For the purpose of clause 5 the rate of commission agreed by the Parties is [XX%]