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BUSINESS ASSIST CERTIFICATE

Business Assist Initiation Date:		12/12/2025	Business Assist Expiry Date:		11/12/2026
Client Name:	LONDONIST HOSPITALITY LIMITED		Gallagher Client Reference:		91288779
Policy Type:	Imarket Allianz Offices v6	Insurer Name:	Allianz Insurance Plc	Policy Number:	TX28445514

You have purchased the annual Gallagher Business Assist service in relation to the above qualifying insurance policies. This service could help you maximise your chances of a successful outcome in the event of a material damage and/or business interruption claim over £10,000 in connection with the above qualifying insurances.

The services include:

- The appointment of one of our in-house Loss Controllers, all of whom are fully qualified Chartered Loss Adjusters and highly experienced in dealing with major &/or complex losses
- Representing your interests, in relation to your claim
- Providing immediate advice on what to do straight after the incident has happened, including site visits as appropriate
- Advising you on your options and entitlements under the terms of your qualifying policy
- Attending meetings with the insurer and their appointed loss adjusters/agents to present the claim in the most appropriate light
- Providing expert help on valuing, preparing, presenting and progressing the claim for the best chance of a speedy and successful outcome
- Advising on documentation and supporting evidence required to progress the claim
- Advising on how to avoid breaching your claims related policy conditions and steering you around common pitfalls and obstacles
- Negotiating interim payments on your behalf
- Challenging insurers and their representatives, when required, regarding interpretations that may limit or reduce the policy cover
- No extra costs over and above the annual fee paid*

To benefit from this service, please report your claim immediately on the number shown below, advising that you have purchased Gallagher Business Assist and that you believe the claim may meet the qualifying criteria that trigger the Gallagher Business Assist service.

Business Assist Central number:

03330 100 787 (with out of hours facility)

Central email:

gallagherbusinessassistclaims@ajg.com

The terms and conditions provided with this Certificate relate solely to the provision of the loss adjuster services provided by Business Assist. To the extent that you are in receipt of other insurance broking or mediation activities these will be governed by separate terms and conditions and will be independent of this agreement and Certificate.

Arthur J. Gallagher Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. www.ajg.com/uk

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* On rare occasions, we may advise that the counsel of other specialists may be required, whose costs are not a recoverable part of your claim (e.g. legal or forensic costs). In these cases, you would be responsible for the costs. If additional advice is recommended by the Gallagher Business Assist Loss Controller, this will be discussed and agreed with you prior to being incurred.

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GALLAGHER BUSINESS ASSIST TERMS AND CONDITIONS

1. Who are we?

Gallagher Business Assist is a trading name of Arthur J. Gallagher Insurance Brokers Limited ("Gallagher Business Assist", "we", "us"). Arthur J. Gallagher Insurance Brokers Limited is a company incorporated in Scotland (registered number SC108909) whose registered office is at Spectrum Building, 55 Blythswood Street, Glasgow, G2 7AT. You can find out more about us at www.ajg.com/uk.

2. Who regulates us?

Arthur J. Gallagher Insurance Brokers Limited are authorised and regulated by the Financial Conduct Authority ("FCA"). Our FCA firm reference number is 311786. We are permitted by the FCA to conduct business as a general insurance intermediary. You can verify these details by visiting the FCA's website (www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768 (+44 20 7066 1000 from overseas).

3. Introduction

This agreement (together with the Gallagher Business Assist Certificate) sets out the terms and conditions which govern the services Gallagher Business Assist provide to you and the basis on which we act for you. Please contact us immediately if there is anything in this agreement or the Certificate that you do not understand or with which you disagree. Your receipt of this agreement constitutes your informed consent to the terms set out herein.

For the Duration of this agreement, Gallagher Business Assist provides you with the services (as further detailed within this agreement) of an expert loss adjuster, to help you prepare, negotiate and settle your eligible insurance claim(s) for material damage and/or business interruption, dependent upon the relevant sections of your commercial insurance policy(ies) being current at the time of loss.

This agreement together with the Certificate relates solely to the provision of the loss adjuster services provided by us. To the extent that you are in receipt of other insurance broking or mediation activities these will be governed by separate terms and conditions and will be independent of this agreement and Certificate.

4. Definitions

The following defined terms shall have the same meaning wherever they appear in this agreement or the Certificate.

"**Certificate**" means the certificate provided to you at the time of purchasing or shortly after purchasing Gallagher Business Assist.

"**Claim**" means a claim notified by you or on your behalf to your Insurer in respect of an Insured Event.

"**Confidential Information**" means any information of a confidential nature relating to a party or its respective business affairs, strategies, commercial, prices, operations, know-how, trade secrets, software, processes, and technical knowledge etc.

"**DISP Obligations**" means the complaint handling rules set out within the Financial Conduct Authority Handbook.

"**Duration**" means the period as set out in the Certificate.

"**Fee**" means the annual amount payable by you (via your Insurance Broker) to Gallagher Business Assist as set out in the renewal invite, renewal confirmation or as may be advised by your Insurance Broker;

"**Insurance Broker**" means the agent appointed by you to arrange your Property and/or Business Interruption policies and this Gallagher Business Assist product.

"**Insured Event**" means an event covered by your Property and/or Business Interruption Policy(ies).

"**Insured/You**" means the company or person(s) named as the insured in the Certificate.

"**Insurer**" means the insurer of your Property and/or Business Interruption Policy(ies)".

"**Property and/or Business Interruption Policy(ies)"** means one or more policies of insurance you take out with one or more separate Insurers that provide cover for property and/or business interruption losses and as are listed in the Certificate.

5. What we do

Gallagher Business Assist could help you maximise your chances of a successful outcome in the event of a material damage Claim and/or business interruption Claim. Gallagher Business Assist cannot and does not provide any guarantees that your Insurer will pay out on your Claim or that you will receive the maximum settlement possible.

Depending on the nature of your Claim, where applicable, Gallagher Business Assist will:

• appoint one of its in-house loss controllers, all of whom are Associates of the Chartered Institute of Loss Adjusters, as a minimum, and are highly experienced in dealing with major &/or complex losses;

• represent your best interests in relation to your Claim;

• provide immediate advice on what to do straight after the incident has happened, including site visits as appropriate;

• advise you on your options and entitlements under the terms of your qualifying policy;

• attend meetings with the insurer and their appointed loss adjusters/agents to present the Claim in the most appropriate light;

• provide expert help on valuing, preparing, presenting and progressing the Claim for the best chance of a speedy and successful outcome;

• advise on documentation and supporting evidence required to progress the Claim;

• advise on how to avoid breaching your Claim's related policy conditions and steer you around common pitfalls and obstacles;

• negotiate interim payments on your behalf; or

• challenge insurers and their representatives, when required, regarding interpretations that may limit or reduce the policy cover etc.

6. Qualifying Claims

Gallagher Business Assist will respond to material damage Claims and business interruption Claims likely to exceed £10,000 (or, subject to our agreement, other Claims that have particular complexities with which you require assistance) provided that:

(i) You have paid the total Fees charged for the Gallagher Business Assist services;

(ii) You shall have notified your Insurance Broker as soon as practicable but in any event within 30 days of the Insured Event giving rise to the Claim;

(iii) The Claim arose during the period as specified in your Certificate; and

(iv) The loss location is in the United Kingdom or Channel Islands and our work does not require travel outside those territories.*

* If travel outside those territories is required, there will be additional costs payable by you. Any such applicable additional costs will be discussed and agreed with you prior to being incurred.

7. In the event of a Claim

In the event of a Claim, you should contact us via our helpline and email address as shown on the Certificate without delay. Delays in notifying a Claim, or a circumstance which could give rise to a Claim, will impact your ability to recover losses under the relevant insurance policy.

In the event you notify your Insurance Broker of a Claim, they will relay this to us and we will then contact you to obtain further details and/or arrange a visit, if appropriate.

8. Fees/Charges

An annual Fee shall be payable by you in consideration of the services to be provided by Gallagher Business Assist.

If it is deemed necessary to engage the services of external consultants such as, but not limited to, forensic investigators, accountants, surveyors, or engineers then you will be required to enter into a direct contractual relationship with them and their charges will be payable by you directly where they are not for services that are deemed payable as part of your insurance Claim. Such appointments shall be discussed and agreed with you in advance. There can be occasions when such charges are reimbursable under the terms of the insurance policy and we will seek insurer's agreement to this where applicable.

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9. Disclosure

You are responsible for providing honest and accurate information, documentation and other evidence to us and insurers during the course of the handling of your Claim in a timely manner.

We cannot be held responsible for any delays in the resolution of your Claim arising from your delay or inability to provide information in a timely manner that we have requested.

Furthermore, you agree to indemnify Gallagher Business Assist and/or its associated companies against any liability arising from misrepresentation, inaccurate or misleading information and/or documentation in any form supplied by you in the pursuance of your Claim (including but not limited to failing to notify us of any change in material facts relating to any ongoing Claim).

10. Cooling Off Period

You have a right to cancel the Gallagher Business Assist product during a period of 14 days from the date of purchase or the date on which you receive your Certificate, whichever is later.

In order to cancel the Gallagher Business Assist product you must contact your Insurance Broker directly at the address on the documentation provided to you.

If you exercise this right before the cover commences you will be entitled to a full refund of the Fee. If you exercise this right after cover commences:

(i) unless you have required our assistance on any Claims you will be entitled to a refund, less the amount charged (on a pro-rata basis) for the period during which you had the benefit of this product;

(ii) if you have required our assistance on any Claims, no refund will be made in the event of cancellation.

11. Conflict of Interest

We always aim to treat you fairly and avoid conflicts of interest. We never deliberately put ourselves in a position where our interests, or our duty to another party, prevent us from discharging our duty to you.

In the event that a conflict of interest arises that is complex or difficult to manage or if an instruction received from you gives rise to a potential or actual conflict with CILA Code of Conduct, we will discuss this with you. If following our discussions it is not possible to resolve such conflict then Gallagher Business Assist reserves the right to cease providing assistance on that particular Claim and/or terminate this agreement with immediate effect.

We follow our own conflict management policies and procedures (for example, using information barriers). These are designed to prevent any conflicts of interest adversely affecting or compromising your interests. However, in some cases, where we cannot be reasonably confident that we can prevent the risk of damage to your interests, we will discuss this with you. If you have any concerns in relation to conflicts of interests, please contact us.

12. Termination of this agreement

Without prejudice to any rights that have accrued under this agreement or any other rights or remedies, either party may terminate the services contemplated under this agreement by giving not less than 30 days' notice in writing to the other.

Notwithstanding anything else contained in this agreement, we are not under an obligation to act for you, or to continue to act for you where:

(i) if to do so could breach any laws, regulations or professional rules;

(ii) the appointment of your Insurance Broker is terminated (for whatever reason);

(iii) due to your (or a third party's) actions or inactions, our ability to assist is prejudiced or our position is compromised; or

(iv) you decide to continue to pursue your Claim despite receiving Insurers final decision or our recommendation that no further recovery from Insurers is achievable.

In such instances we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result. Furthermore, subject to clause 10, no refund of Fees (or additional costs, where incurred) will apply unless we agree otherwise. Where possible we will provide notice of termination in advance.

13. Consequences of Termination

In the event of Termination, you shall have no recourse, financial or otherwise, against Gallagher Business Assist and/or Gallagher Business Assist shall be entitled to retain our earnings and not provide a pro rata refund.

14. Anti-bribery, corruption and financial crime

If you are a business, you agree that you will ensure that at all times you comply with all laws, statutes and regulations that apply to you relating to anti-bribery and corruption. In particular, you will comply with the UK Bribery Act 2010 and (if it applies to you or any if your group companies) the US Foreign and Corrupt Practices Act 1977, and any other applicable legislation.

Please be aware that we are required to obtain adequate "Know Your Client" information about you. In order to prevent bribery, corruption or other financial crime, we may take further steps, including notification to the relevant authorities, carrying out status and credit checks using credit reference agencies, and other background checking as appropriate.

Your insurance policies may include clauses on financial and trade sanctions, and export controls, ("Sanctions"). How you comply with Sanctions is specific to your business: you should take legal advice where necessary and pay special attention to relevant policy clauses. Please also tell us if you have specific requirements relating to your Sanctions compliance, which may affect how we provide services to you.

To comply with financial crime or Sanctions requirements, we may be required to take actions such as freezing the funds of parties subject to Sanctions, not performing placing and/or claims handling activities, or making licence applications or notifications. Third parties we deal with, such as financial institutions, may also apply their own policies or restrictions.

We reserve the right to take steps to comply with financial crime or Sanctions (and we will not be liable to you for this or for similar steps taken by third parties).

You should advise us of all of the countries connected to the services you require. We will advise you if there are any which we consider to be of higher trade risk. Where this is the case, we reserve the right not to perform obligations under this agreement to the extent that this would be contrary to our commercial risk appetite.

15. Our Liability To You

Unless we have otherwise agreed with you in writing, we shall treat your instructions to us to act on your behalf in respect of an insurance Claim as acceptance of the limitation of our liability to you and to any other person with an interest in your Claim.

Nothing in this Agreement shall limit either party's liability in respect of any claims:

(i) for death or personal injury caused by the negligence of such party and/or the employees, agents and/or sub-contractors of such party;

(ii) resulting from any fraud including fraudulent misrepresentation made by such party;

(iii) for which liability may not otherwise lawfully be limited or excluded.

In no event shall either party be liable to the other for any indirect or consequential losses.

Subject at all times to the paragraphs above, our total aggregate liability to you under this agreement (for breach of contract, breach of duty, negligence, tort or otherwise) shall be limited to the sum of £1,000,000 (one million pounds sterling).

Without prejudice to any other exclusion or limitation of liability, damages, loss, expense or costs the liability of Gallagher Business Assist, if any, for any loss or damage ('the loss and damage') under this agreement shall not exceed such sum as it would be just and equitable for Gallagher Business Assist to pay having regard to the extent of its responsibility for the loss or damage and, on the assumptions that:

(i) all other consultants and/or advisors engaged in the handling of the Claim have provided contractual undertakings on terms no less onerous than those set out in this agreement to you in respect of the carrying out of their obligations in connection with the handling of the Claim;

(ii) and there are no exclusions of or limitations of liability nor joint insurance or coinsurance provisions between the client and any other party referred to in this clause and any such other party who is responsible to any extent for the loss and damage Is contractually liable to you for the loss and damage; and

(iii) all the other parties referred to In this clause have paid to you such proportion of the loss and damage which it would be Just and equitable for them to pay having regard to the extent of their responsibility for the loss and damage,

16. Intellectual property rights

We (or our licensors) shall retain all ownership, title, copyright and other intellectual property rights in all materials developed, designed or created by us before or during the provision of services to you including systems, methodologies, software, know-how and working papers. We will also retain all ownership, title, copyright and other intellectual property rights in all reports, written advice or other materials provided by us to you, however we grant you a royalty free licence to use those materials, but only for the purposes for which they were created under this agreement for as long as we have an agreement with you

17. How do we maintain your privacy?

We are the data controller of any personal information you provide to us. We collect and process information in order to provide the loss adjuster services set out in this Agreement. Information is also used for business purposes such as

fraud prevention and detection and financial management. This may involve sharing information with, and obtaining information from, our group companies and third parties such as insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

If you are an individual providing us with your own personal information, please see our Privacy Policy for further information on how your information is used and your rights in relation to your information. Our Privacy Policy can be found at https://www.ajg.com/uk/privacy-policy.

If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and you have obtained all appropriate consents in order to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement.

18. Confidentiality

Each Party (a "receiving party") acknowledge that any Confidential Information obtained directly or indirectly from other party or its group (a "disclosing party"), their respective employees or agents, is the property of the disclosing party and the receiving party shall keep the Confidential Information secret and confidential and shall not disclose any part of that Confidential Information other than as permitted by this agreement.

The receiving party shall be entitled to disclose the Confidential information:

(i) to those of the receiving party's and its group's employees and agents who require access to the Confidential Information in order to perform its obligations under this agreement;

(ii) to a third party as required to enable that party to perform its obligations under this agreement;

(iii) as required by law, court order or regulatory obligation; or

(iv) with the prior written consent of the disclosing party.

The confidentiality obligations set out in this Agreement shall not apply to any information that:

(i) is in, or becomes part of the public domain other than as a result of disclosure in breach of this Agreement by the receiving party, its group, employees or agents; or

(ii) was known to the receiving party at the time of disclosure of the Confidential Information except as a result of a prior confidential disclosure by the disclosing party, its group, employees or agents; or

(iii) was available to the receiving party on a non-confidential basis prior to disclosure by the disclosing party, its group, employees or agents; or

(iv) is disclosed to the receiving party by any third party who, to the receiving party's knowledge, is not acting in breach of a confidentiality obligation owed to the disclosing party, its group, employees or agents.

We take appropriate steps to ensure the security of any documents, other property or information handled or held on your behalf. It is our policy to retain records for business effected on your behalf for a minimum of 3 years after expiry and otherwise as required by regulation or law.

All information in any form, supplied by us to you must be treated as strictly private and confidential and not be released directly or indirectly to any other party, without our explicit written consent.

19. What if you wish to make a complaint?

We value our relationship with you and we welcome feedback on the service you receive from us. We manage all complaints in line with our DISP Obligations. Please let us know if there is any part of our service that does not meet with your satisfaction so that we are able to improve the services we provide. Our aim is that you should benefit from our commitment to a high quality service using our experience and breadth of insurance broking expertise.

We will always try to provide a high standard of service but please be aware that should you ever have cause to make a complaint, please do so by contacting your usual Gallagher Business Assist representative by whatever means is convenient to you.

It is our aim to try to resolve your complaint to your satisfaction by the end of the working day after you first notify us. However, if we are unable to do this, we will respond to your complaint promptly. In all cases we will write to you promptly after receiving your complaint to acknowledge it, and respond within four weeks or write to you again if our investigations are on-going to explain what is being done, by whom and to tell you when you can expect our full response.

If you wish to deal with someone wholly independent of the branch or division that has been servicing your business, please contact:

Address: Complaints Management Team
Spectrum Building
55 Blythswood Street
Glasgow G2 7AT
Email: commercialcomplaintsuk@ajg.com
Our complaints procedure is available on request.

20. Severability

The invalidity, illegality or unenforceability of any of the provisions of this agreement shall not affect the validity, legality or enforceability of the remaining provisions in this agreement.

21. Notices

If notice is given to us under or in connection with this agreement, except as expressly provided in this agreement, it shall be in writing and sent to our registered address. We shall be entitled to give you a notice under or in connection with this agreement at your registered address (if a company or limited liability partnership) or at your last known address (in any other case).

22. Third party rights

A person who is not party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term contained in this agreement.

23. Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In the event of a force majeure the affected party shall notify the other as soon as reasonably practicable.

24. Transfer of this agreement

Neither party can transfer their rights and/or obligations under this agreement in whole or in part to anyone else, except that:

a) we may transfer all or some of our rights and/or obligations to one or more other members of the Arthur J. Gallagher

group of companies; and b) either party may transfer all or some of their rights and/or obligations to someone else with the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

25. Entire Agreement

This agreement together with the Certificate constitutes the entire agreement between us in respect of the loss adjuster services we provide, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

26. Governing law and jurisdiction

The law of England and Wales will apply to this agreement unless, at the date of this agreement, your registered office or principal place of business is situated in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law of that jurisdiction will apply.

The parties irrevocably agree that the courts of England and Wales will have the necessary jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter. However, the parties retain the right at their discretion to institute proceedings in any court having jurisdiction or, upon the written agreement of the parties, to resolve any disputes in accordance with alternative dispute resolution mechanisms such as mediation or arbitration.