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AUTHORISED REPRESENTATIVE AGREEMENT

# Introduction

This **AGREEMENT** is made on the

BETWEEN

      (“AFS Licensee”,”We”,”Us”,”Our”). AFS Licence No.

AND

      (“AR”, “Authorised Representative”,”You”,”Your”)

Authorised Representative Number

# Recitals

* + 1. We are licensed under The Act.
    2. You have requested and We agree to appoint You as an Authorised Representative of Ours.
    3. We have agreed to give an Authority to You.
    4. The Parties have agreed to enter into this Agreement to evidence the terms and conditions under which You will act as an Authorised Representative of Ours.
    5. This Agreement will continue until terminated or suspended in accordance with Section 12

The Parties agree as follows:

# Agreement Terms

## Definitions

* + 1. “Advice” means an express or implied (direct or indirect) recommendation or opinion that is intended to influence a person in relation to a Financial Product.
    2. “AFS” means Australian Financial Services.
    3. “AFS Licensee’s Obligations” means the covenants, agreements and obligations contained or implied in this Agreement or imposed by law to be observed and performed by Us;
    4. “Agreement” means this agreement as amended, supplemented or varied from time to time;
    5. “Applicable Laws” means legislation and any principle of common law or equity, which relates to any matter contemplated by this Agreement. A reference to “legislation” includes: Acts of any Australian Parliament, and any subordinate or delegated legislation made pursuant to those Acts; and any Code, Regulatory Guide, circular or guideline (however described) that has been issued, adopted or approved by a Regulator, as amended or replaced from time to time.
    6. “Appointment” means the appointment of You as an AR of the AFS Licensee in accordance with the conditions of this Agreement;
    7. “Approved List” means the list of researched products and insurers available for You to use as per Schedule A;
    8. “ASIC” means the Australian Securities and Investments Commission;
    9. “Authority” means the document headed Schedule C in this Agreement.
    10. “AR’s Obligations” means the covenants, agreements and obligations contained or imposed by law to be observed and performed by You;
    11. “AR” means Authorised Representative.
    12. “Business Day” means a day which banks are open for general banking business in Victoria excluding Saturdays, Sundays and Public Holidays.
    13. “Business Names” means Our business names, logos and trademarks
    14. “Calendar year**”** means the period starting on 1 January (or the date this Agreement starts in respect of the first year) and ending on 31 December (inclusive)
    15. “Client” means a person to whom You provide a service as Our AR pursuant to this Agreement.
    16. “Client Files” means all information including data collection forms, Client details, working papers, notes, research and correspondence to which You have access (whether hard copy, in electronic form or otherwise) relating to any Client to whom You have provided Dealing or Advising services under and during the term of this Agreement;
    17. “Commencement Date” is the date set out in Schedule A.
    18. “Confidential Information” includes any of the trade secrets, secret or confidential operations, processes or dealings of one of the Parties and any information concerning the organisation, business, finances, clients, suppliers, employees, transactions and affairs of one of the Parties which may come to the knowledge of the other Party in connection with this Agreement and which is not in the public domain.
    19. “Continuing Education Training” means Our Training Policy and Procedures including continuing education sessions conducted, arranged, recommended or facilitated by Us including technical workshops, professional development days and research seminars;
    20. “Dealing” has the same meaning as stipulated in The Act;
    21. **“**Financial Product” has the same meaning as stipulated in The Act
    22. “Financial Services Business” means providing Advice or Dealing in Financial Products.
    23. “FSG” means Financial Services Guide as outlined in The Act.
    24. “Intellectual Property” includes all current and future copyright and related rights, all rights in relation to inventions (including patent rights) registered and unregistered trademarks (including service marks), registered designs and circuit layouts and all other rights resulting from intellectual activity on the industrial, scientific, literary or artistic fields, Confidential Information and know-how arising out of or in any way connected with any documents or material developed or written by or on behalf of any of the Parties or in the provision of services on behalf of any of the Parties.
    25. “Party” and ”Parties” means the entities identified under the heading - Introduction;
    26. “Portfolio” means all Financial Services products for Clients that have been introduced by You to Us.
    27. “Schedule” means the Schedules to this Agreement;
    28. “The Act” means the Corporations Act 2001 (Cth) and the Corporations Regulations 2001 and all relevant ASIC Class Orders.
    29. Transferee means the Party nominated as owning the Client base and portfolio post Termination in Schedule A.
    30. Transferor means the Party that is not the Transferee.

## Agreement Interpretation

In this Agreement unless the context otherwise requires:

* + 1. Terms defined in The Act have the same meaning when used in this Agreement.
    2. Headings and boldings are for convenience only and do not affect the interpretation of this Agreement;
    3. Words importing the singular include the plural and vice versa;
    4. Words importing a gender include any gender;
    5. Other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning
    6. A reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of, and a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any annexure, exhibit and schedule;
    7. A reference to a statute, regulation, proclamation, ordinance or by‑law includes all statutes, regulations, proclamations, ordinances or by‑laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by‑laws issued under that statute;
    8. A reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
    9. A reference to a party to a document includes that party’s successors and permitted assigns;
    10. A reference to a “person” includes a natural person and a corporation;
    11. No provision of this Agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Agreement or that provision;
    12. A reference to liquidation includes official management, appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding‑up, dissolution, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death;
    13. “Includes” means includes without limitation and “include” and “including” have corresponding meanings;

# Appointment

## Authorised Representative Appointment

* + 1. We appoint the AR to provide Financial Services on Our behalf on the terms and conditions of this Agreement. This Agreement will commence on the Commencement Date and will continue for the “Term of Appointment” as specified in Schedule A.
    2. We confer on You the Authorities set out in Schedule A.
    3. You accept the appointment on the terms and conditions of this Agreement.
    4. The relationship between The Parties is one of principal and agent and the AR is not Our employee or partner.
    5. This Agreement cancels and replaces any existing agreement between The Parties except in relation to any pre-existing debts or other benefits that may have been accrued under them.
    6. We may appoint other Authorised Representatives or Corporate Authorised Representatives, on the same or different terms.

# Good Faith Obligations

* + 1. Each party agrees:

1. to provide information which the other party reasonably requires to perform its obligations under this Agreement;
2. to provide, both during the term of this Agreement and after its termination, information which the other party reasonably requires to:
3. deal with any issues, enquiries and customer complaints arising pursuant to, or as a consequence of, this Agreement, or
4. to comply with Applicable Laws,
5. to use its best efforts to perform its obligations under this Agreement within agreed time frames; and
6. to fulfil its obligations under this Agreement in a professional, ethical, efficient and business like manner,
   * 1. Each party undertakes not to wilfully act in a manner which would foreseeably damage the good name and reputation of the other. This undertaking does not extend to actions of a party consequent upon a material breach of this Agreement by the other party, so long as the actions of the party not in breach are for reasons other than an intention to damage the good name and reputation of the other party.

# Territory

* + 1. You may establish office premises only within the Territory set out in Schedule A, but may service Clients located anywhere in Australia from within that Territory.

# Business Names

* + 1. We authorise You to use the registered business names, logos and product names listed in Schedule A.

# AFS Licensees Obligations

## Authority & ASIC Registration

* + 1. We will, following the execution of this Agreement, issue the Schedule C Authority to You.
    2. We will correctly and accurately notify ASIC of the authorities spelt out in Schedule A and will provide You with copies of the relevant notifications lodged and evidence of lodgement at Your request.

## Conduct of AFS Licensee

We will:

* + 1. Not market directly to Clients serviced by You unless You give prior written approval.
    2. For the period of This Agreement authorise You to use Our Business Names.
    3. Pay all costs associated with training, monitoring and supervising and any other operational obligations or requirements of Ours.
    4. At all times, maintain and keep up to date any relevant Approved List and notify You of any changes to the Approved List within 30 days of Us becoming aware of the change. The Approved List may be kept in electronic or paper form, and We will make it available to You by any means agreed between the parties;
    5. Provide You with access to our various Policies & Procedures that detail how we require the Financial Services Business to be conducted, how we manage complaints and compliance and other operational matters.
    6. Conduct, from time to time, checks on, or audits of Your accounts and Your activities to determine Your compliance with this Agreement and Applicable Laws.
    7. Conduct any investigations or enquiries related to a suspension under either Clause 9.8.1 or Clause 12.1 in a prompt, timely and professional manner.

## Confidential Information

* + 1. We will keep secret and confidential all and any of Your Confidential Information and will not, either during or at any time after the termination of this Agreement, disclose, or allow a third party to disclose, to any person any of Your Confidential Information or use any of Your Confidential Information without Your prior written consent.
    2. We will immediately upon termination of this Agreement, or on demand, deliver to You all material comprising or containing any of Your Confidential Information (including all copies thereof), and all other property of Yours which may then be in Our possession or under Our control.

## Professional Indemnity Coverage

* + 1. Where requested by You and agreed to by Us as specified in Schedule A, We will include You as a named insured under our Professional Indemnity policy (Policy). The cost to You for this coverage is as specified in Schedule A.
    2. It is noted and agreed that the coverage provided by Our Policy may not include cover for any acts or omissions of Yours that occurred prior to the commencement of this Agreement or for any acts or omissions of Yours reported after the termination of this Agreement.
    3. It is further noted and agreed that the coverage provided by Our Policy does not include cover for any acts or omissions of Yours where You are Cross Endorsed with other Licensees and such acts or omissions are unable to be attributed to a specific Licensee.

# AR Obligations

## General Obligations

* + 1. As the holder of an Authority from Us, You will act for Us in connection with the Financial Services Business carried on by Us on the terms and conditions set out in this Agreement and Schedules.
    2. You will comply with all applicable laws relating to Your conduct as the holder of an Authority from Us.
    3. When providing services covered by the Insurance Brokers Code of Practice you will comply with the principles and provisions of the Code of Practice relevant to the services you are providing.
    4. You will comply with our Policies and Procedures as they may apply to you and any operating guidelines that We may publish from time to time.
    5. On request by any person You will produce a copy of Your Authority, free of charge and within 10 business days of receiving the request.
    6. You will be at all times of good fame and character.
    7. You will perform Your duties efficiently, honestly and fairly.
    8. You agree that, in the event of conflict between Our interests and Your interests in respect of any matter relating to the provision of the Financial Services Business, You must give priority to Our interests.

## Warranties and Representations

* + 1. You warrant to Us that all the information given by You to Us to enable Us to determine whether to issue an Authority to You was and remains true and correct and that no information material to Our determination was omitted.

## Cross Endorsement

* + 1. Subject to Clause 9.3.5 below We consent to You being the AR of those persons named in Schedule B. (Schedule B Licensees)
    2. You will obtain and provide to Us when requested, written consent from each of the persons named in Schedule B, in a form approved by Us, to You also being;

a) Our AR and

b) An AR of each other AFS Licensee named in Schedule B

* + 1. You will immediately notify Us in the event that You form an intention to become an AR of any AFS Licensee or person (other than Ourselves) not named in Schedule B.
    2. You agree not to accept an appointment as an AR of any AFS Licensee or other person without first obtaining:

1. and providing to Us a written consent, in a form approved by Us, from that person and any other person that has appointed You as it’s AR, to You also being Our AR and each of those other persons: and
2. Our written consent to the appointment, which will not be unreasonably withheld.
   * 1. We may at any time withdraw Our consent to You also being the AR of any AFS Licensee or other person other than Ourselves, by written notice to You.

## Notification Obligations

* + 1. You will promptly notify Us of any event which may have a material effect on Your ability to comply with this Agreement.
    2. You will notify Us within 5 days of the discovery of any breach of Applicable Laws or the Insurance Brokers Code of Practice.
    3. You will notify Us immediately of:
* any change of Your name, residential address, business address and business contact details;
* any event, incident or conduct of Yours including any Client complaint or claim which may require notification to the insurer or give rise to a claim under Your or Our Professional Indemnity covers.
* receiving a complaint including providing Us with full details of the circumstances surrounding the complaint.
* any event, incident or conduct by You:

1. which may give rise to or which results in any investigaton or other action by any regulatory authority such as ASIC, including the making of a banning order.
2. which may be detrimental to Our business and reputation and/or the business and reputation of any of our Related Entities.
   * 1. You must notify Us immediately upon the occurrence of any of the following:

* You are in consistent and or ongoing breach of any of Your obligations or duties contained in this Agreement;
* You becoming bankrupt, convicted of serious fraud or becoming incapable of managing Your affairs;
* an order is made by any competent court or a resolution is passed by You for Your winding up or dissolution (except for the purposes of amalgamation and reconstruction not involving or arising out of insolvency) or You enter into voluntary administration or You, being a natural person, is declared bankrupt;
* a provisional liquidator, trustee or receiver has been appointed over the whole or any part of the assets, rights or revenue of Yours;
* You are convicted of a criminal offence;
* You propose or enter into a moratorium, composition or other arrangement for the suspension of debts or for the benefit of Your creditors generally or proceedings being commenced in relation to You under any law, regulation or procedure relating to the suspension, reconstruction or readjustment of debts;

## Access and Inspection Required

* + 1. You will allow Us and any persons nominated by Us to conduct an inspection of all of Your records (hard copy, electronic or otherwise) at Your place of business for compliance with this Agreement and the provisions of the Corporations Act 2001 (Cth) (or for any other reasonable purpose determined by Us) upon giving not less than twenty four hours prior notice to You and You will co-operate fully with Us and/or our nominees during the conduct of any inspection.
    2. You will, within forty-eight hours of receipt of written request from Us, provide to Us the Client Files requested or otherwise provide to Us complete and legible copies of the Client Files requested.

## Prohibited Activities

* + 1. You will not do any act that might render the AFS Licence held by Us liable to be prejudiced, suspended or revoked.
    2. You will not describe yourself in such a manner as to give the impression that You are a holder of an AFS Licence or associate yourself with or use a business name that gives the impression that You are the holder of an AFS Licence, as distinct from an Authority holder.
    3. You will not hold any monies in any of Your accounts on behalf of the Client that relate to Financial Services Business.
    4. You will not receive any remuneration directly from insurers or Clients for the services provided under this Agreement.
    5. You will not engage in any spotter or referrer or act as a Distributor on behalf of any other AFS Licensee or Authorised Representative without our written permission.
    6. You will not provide or hold out to provide any Financial Services that You are not authorised to provide pursuant to this Agreement or Authority other than Financial Services which You are authorised to carry out in Your capacity as AR of any Schedule B Licensee.

## Limitation of Authority

* + 1. You will not do any act as the holder of an Authority from Us that is not directly in the course of the Financial Services Business carried on by Us.

## Directions from AFS Licensee

* + 1. Where We or Our nominees form the reasonable opinion that You have failed to comply with any of Your material obligations under this Agreement or there is a deficiency in the standard of compliance with material obligations, We may:

1. Issue a Compliance Report identifying areas of non compliance with recommendations for rectification and (where appropriate) a timetable for implementation of recommendations;
2. Suspend Your authority pending further investigation of any material breach of this Agreement;
3. Impose such conditions or limitations on Your authority as We consider necessary;
4. Conduct such further Compliance Reviews on any areas of identified non compliance as are reasonably necessary to ensure that those areas of non compliance are rectified and all recommendations implemented.
   * 1. You will comply with any reasonable written requirement or direction given to You from time to time by Us in relation to:

* You acquiring or maintaining a particular level of qualification or experience;
* enabling Us to supervise and administer the performance of the duties that You are required to perform by Us and to train You in relation to those duties; and
* Your conduct as outlined in clause 9.9 below.

## Conduct of AR

* + 1. Obtain Our written consent before endeavouring to provide any service to a client that is a current client of Ours or of any of Our other Authorised Representatives, Distributors, Spotters or Referrers.
    2. You may, in the course of doing any act authorised by this Agreement and Authority, only advise Clients to use products and insurers as specified in Schedule A.
    3. You will submit for approval all media, advertising, promotional and stationery materials that relate to any activities to be performed relating to this Agreement and Authority, to Us before printing or production can occur.
    4. You will display on any written material, emails and your website and disclose to Clients the following information when providing or proposing any service relating to this Agreement and Authority:
* Your name and business address;
* the fact that You are the holder of an Authority issued by Us;
* Your Authorised Representative Number.
* Our name and AFS Licence Number
* Our business address, ACN or ABN
  + 1. You will only use and distribute an FSG that has been formally approved by Us in writing. You will keep appropriate records of the date each Client is provided with an FSG and the specific FSG Version that was provided to the Client at that time.
    2. You will comply with all business directives from Us including compliance and risk management issues.
    3. You will, upon request from any of Our officers, make available to Us all documents belonging to You evidencing any Advice given by You relating to this Agreement.
    4. You will attend continuing education and training each calendar year as specified by Us and comply with Our Training Policy and Procedures.
    5. You will pay in all funds intended by Clients in payment for or in relation to Financial Products, directly and without any deduction, to Our Nominated Trust Account.
    6. You may accept payment from the Client only by cheque or electronic transfer made payable to or transferred directly to Our Nominated Trust Account.
    7. You may only use the words “Insurance Broker/Broking”, “General Insurance Broker/Life Broker” in your business name and to describe your activities where we have expressly authorised You to do so in Schedule A.
    8. We may also amend these conditions as described in Section 9 from time to time.

## Confidential Information

* + 1. You will keep secret and confidential all and any of Our Confidential Information and will not, either during or at any time after the termination of this Agreement, disclose, or allow a third party to disclose, to any person any of Our Confidential Information or use any of Our Confidential Information without Our prior written consent.
    2. You will immediately upon termination of this Agreement, or on demand, deliver to Us all material comprising or containing any confidential information (including all copies thereof), and all other property of Ours which may then be in Your possession or under Your control.
    3. You acknowledge that We are entitled, whether during or after termination of this Agreement, to retain, disclose, use or receive any information including Your Confidential Information and documents about You as required by any governmental or Regulatory Authority.
    4. For the avoidance of doubt, Clause 9.10.3 includes all communication records, policy coverage and transaction records and any and all information relating to the provision of Financial Services provided under this Agreement by You including claims handling services provided by You to Clients covered by this Agreement.

## Copyright

* + 1. You acknowledge that the copyright and the intellectual property in the software and printed material provided by Us resides in Us and will remain Our property. You further acknowledge that You will have no proprietary rights in relation to any such software or printed material.

## Indemnity

* + 1. You will indemnify Us and keep Us indemnified from and against all and any charges, claims, costs, losses, expenses and liabilities arising from any negligent act or omission of Yours or Your employees or any other person for whom You are responsible in law, in the course of carrying out Your activities pursuant to the Agreement, or any act or omission of Yours in breach of the terms and conditions of this Agreement.
    2. This indemnity extends to include any shortfall in any financial year between the funds collected under the NSW Emergency Services Levy (NSW ESL) scheme and the amounts that We are required to pay the NSW ESL Scheme for that year that relate to Your Clients regardless of negligence.
    3. To avoid doubt the indemnity above applies to any liability that We have to pay or bear in the event of a claim being made under any professional indemnity insurance policy held by us resulting from Your act or omission relating to:

1. any excess or deductible under any insurance policy or other similar arrangement taken out by Us to cover Your acts or omissions.
2. the amount of the entire claim, if less than the deductible or in the event that indemnity is denied by the insurer; or
3. so much of the claim exceeding the limit of indemnity or for which the insurer is not liable to extend indemnify by reason of any acts or omissions of Yours.
   * 1. The indemnity granted in this clause will not be terminated or limited by or upon the termination of this Agreement.

## Insurance

* + 1. For the entire period of this Agreement You will hold adequate Professional Indemnity Insurance that meets ASIC Regulatory Guide 126 guidelines for all business You or Your employees undertake in relation to this Agreement.
    2. For the entire period of this Agreement You will hold all other relevant and required insurance coverages as required by State and Federal legislation.
    3. The obligation to insure under Paragraph 9.13.1 will continue for a minimum of SIX (6) years following the termination of this Agreement.
    4. Where insurance is not arranged by Us under Clause 8.4.1, You must provide Us evidence of such Professional Indemnity insurance upon request.

# Remuneration

## Overview

* + 1. You are entitled to remuneration equal to the brokerage and fee income earned by Us (or if agreed by us, received by You) attributable to the Clients.
    2. You are also entitled to Premium Funding Commissions paid by Premium Funders on funding contracts taken out by the Clients.
    3. We are entitled charge you service fees as set out in Schedule A in relation to the remuneration referred to in Clauses 10.1.1 and 10.1.2. for the provision of management and other support services.
    4. We may deduct any service fees and any other amounts owed by You to Us from any remuneration payable to You.
    5. All remuneration will be paid to the other party within the timeframe stipulated in Schedule A.
    6. Payment of remuneration to You directly by an Insurer or by a Client constitutes payment by Us.
    7. All amounts payable to You under this Agreement are exclusive of any GST liability which may arise.
    8. If We are obliged by law to deduct or withhold any income or other tax then We may deduct this amount from the amount payable to You.
    9. We may unilaterally vary the service fees charged by Us to You once in any calendar year by giving notice in writing to You, with the minimum notice period as per Schedule A.

## Income Recognition

* + 1. It is agreed that brokerage and fee income is not earned from a Client until such time as the Client has fully paid to Us the invoice to which the income relates.
    2. Where an invoice is being paid directly to the insurer by the Client on a monthly instalment, We will treat such invoices as being fully paid and the associated brokerage and fee income being fully earned by Us. On Termination of this Agreement You will pay to Us all Income which has not been paid to Us by the insurer in relation to such invoices at the time of Termination.
    3. Any income that We earn from Insurer Incentive Payments, Buying Group Rebates, Premium Funding Overrides and Interest on Client Funds are specifically excluded from the calculation of the remuneration that We will pay You.

# Debts

* + 1. You must pay any amount due to Us within 14 days of a request for payment from Us (including a request to pay an amount shown in a monthly statement issued by Us under Section 10).
    2. We may set off, from amounts owing from time to time by Us by You.

1. all amounts from time to time owing by You to Us, whether under this Agreement or otherwise; and/or
2. all amounts from time to time owing by You to any UIG Related Entity, whether pursuant to any agreement, arrangement, understanding or otherwise.
   * 1. We will be entitled to charge interest at the Indicator Lending Rates – Bank variable housing loans interest rate plus 5% per annum, on any moneys owing to Us which remain outstanding after the due date for payment, unless otherwise agreed by Us. Interest will be calculated on a daily basis from the day after the due date to the date payment is actually received by Us, compounded monthly.

# Termination or Suspension

## Suspension

* + 1. We may suspend the authorities conferred on You by this Agreement forthwith if You:
* Breach any Applicable Laws;
* Commit any serious or persistent breach of any of the provisions of this Agreement or any of Our Policies and Procedures with which We from time to time require You to comply.
* Are reasonably suspected by Us of a material breach of this Agreement or breach of Applicable Laws, pending the outcome of Our investigations or those of any Regulatory Authority involving the suspected breach.
* Consistently fail to meet the obligations imposed by our Continuing Education and Training requirements.
  + 1. The suspension may operate until the breaches or suspected breaches are remedied or until such time as our investigations into suspected breaches are finalised. If You do not remedy the breach(es) within 7 Business Days of receipt of notification or the breaches are not capable of being remedied, We may terminate this Agreement forthwith.
    2. During such suspension You must ensure that any and all such parties that are suspended do not carry on a Financial Services Business on our behalf.

## Termination

* + 1. Either party may terminate this Agreement at any time after the first anniversary date by giving the other party notice in writing in accordance with the Minimum Termination Notice Period as set out in Schedule A, or both parties may agree to a shorter period of notice.
    2. Upon Your notification of any of the occurrences in Clause 9.4.3 to Us, or if We become aware of any such occurrences, then We will have the right to immediately terminate this Agreement.
    3. This Agreement will terminate immediately should We no longer hold an AFS Licence and We will notify You immediately of such an event.
    4. We may terminate this Agreement, giving You 7 days notice in writing, if We reasonably consider that You are:

1. engaging in activity which is dishonest, fraudulent, wilfully misleading or deceptive, or
2. acting in a manner which is unprofessional or unethical, or
3. engaging in activity which is likely to harm or bring into disrepute Our name or that of Our Related Entities including the relationship We have with Insurers.
   * 1. We may terminate this Agreement immediately by written notice to You if any amounts owing by You to Us or Our Related Entities, are not paid within 30 days of the due date (whether or not a demand for payment has been made under Clause 11.1.1).
     2. We may terminate this Agreement immediately by written notice to You, if You commit a material breach of this Agreement and, if capable of remedy, is not remedied within 14 days after written notice is given to You.
     3. On termination of this Agreement, You cease to be authorised to act for Us and must:

* return the Authority, all forms of identification and all other material obtained from or through association with Us including all promotional material and computer software to Us within two (2) business days of termination. and
* repay any Advance Commissions as per Clause 10.2.2
* promptly cease use of any Trading Name granted under Schedule A
* not act in a way which would cause a person to believe You have a continuing association or relationship with Us.
* cease to use intellectual property belonging to Us, including computer software which was licensed to You, or permitted for Your use for the purposes of this Agreement, or any of Our trade or service marks;
  + 1. Unless agreed to by the Parties in writing, upon Termination You will provide a Certificate of Currency confirming that you have purchased 6 years Professional Indemnity Run Off Cover which meets the requirements of the relevant ASIC Regulatory in force at the time and will be at Your cost. Should You be unable or unwilling to arrange such cover we will use our best endeavours to arrange similar cover for 6 years Professional Indemnity Run-Off cover for You and will recover the cost of such cover from You.
    2. Remuneration will be paid in respect of invoices that are provided to clients and the related closings are submitted to the insurer prior to termination, as if this Agreement continues and subject to any terms of this Agreement, provided We continues to receive brokerage in respect of same.

## Termination Fee

* + 1. Upon termination of this Agreement for any reason, apart from:
* Termination arising out of Clauses 12.2.1 or 12.2.3;
* Where We are the Transferee; or
* Where the Clients are to be transferred to another Authorised Representative of Ours;

You agree to pay to Us the Termination Fee as set out in Schedule A, within 30 days of the termination date of this Agreement or to allow Us to set off such fee against any monies that We may owe You at termination date.

# Client Ownership

## Client Ownership Nomination

* + 1. Upon Termination of this Agreement it is agreed by both Parties (You and Us) that the Client Portfolio is transferred to the Transferee.
    2. At termination the Transferor acknowledges that all lists of Clients or prospective Clients that are brought to their knowledge or come into their possession as a consequence of this Agreement are the Confidential Information of the Transferee and are the Transferee’s property.
    3. We have no obligation to co-operate, assist or approve the transfer of the Clients where You are the Transferee and are:
* in breach of a material term of this Agreement; or
* suspended under this Agreement pending investigation of a material breach; or
* subject to action by a Regulatory Authority including a banning order; or
* unable to procure a new authority under an agreement with an alternative AFS Licensee; or
* unable to gain the written agreement of the alternative AFS Licensee:

1. to provide the information which We reasonable reasonably require to deal with any issues, enquiries and customer complaints arising pursuant to, or as a consequence of, this Agreement, or the provision of the Financial Services Business by the Representatives ; or
2. to comply with Applicable Laws.
   * 1. If You are the Transferee nominated in Schedule A and You do not request in writing that We transfer the servicing rights to another entity within 30 days of Termination then it as agreed that You have relinquished all rights as the Transferee and such Transferee rights are automatically passed to Us and we shall be entitled to retain all ongoing brokerage and fees collected by Us.
     2. The Transferor must give the Transferee within two (2) Business Days all hard copy and copies of all soft copy records relating to the Portfolio in their possession or control. The Transferor may retain copies of records which the Transferor is required to keep for legal or taxation purposes.
     3. Subject to Clause 13.1.3, if requested by the Transferee, the Transferor must forward a letter or email with the format and content of such correspondence approved by the Transferee to the Clients, informing them of the new arrangements within any reasonable timeframes stipulated by the Transferee.
     4. Subject to Clause 13.1.3, if requested by the Transferor, the transferee must forward a letter or email with the format and content of such correspondence approved by the Transferor to the Transferee’s Clients, informing them of the new arrangements within any reasonable timeframes stipulated by the Transferor.
     5. Upon termination of this Agreement and where You are the Transferee, We will, upon Your request, transfer Our rights in relation to Clients introduced to Us by You during the term of this Agreement, as long as:

* The entity that We are to transfer the servicing rights to is permitted under applicable laws to service those Clients;
* You do not owe Us any money under this Agreement; and
  + 1. Where You are the Transferee, You must at all times during and for a period of at least six (6) years after termination of this Agreement maintain the Client Files and make such Client files available for inspection by Us (or Our nominee).

# Restraints

* + 1. Subject to Clause 13.1.3, The Transferor will not directly or indirectly for the period after termination set out in Schedule A (the Restraint Period), in any capacity whatsoever, solicit insurance business from or provide insurance services to any person who was a Client at any time during the 2 year period immediately prior to termination except:

1. in respect of general advertising by the Transferor or their Related Entities, which is not specifically targeted at such Client, or
2. where necessary for the sole purpose of dealing with any issues, enquiries or complaints arising pursuant to, or as a consequence of, this Agreement
   * 1. On termination of this Agreement, You covenant that for the period after termination set out in Schedule A (the Restraint Period), You will not either directly or indirectly, jointly or with any other person (whether as principal, agent, director, shareholder, trustee, employee, contractor, partner, consultant, adviser or otherwise), by any means whatsoever, do, or endeavour to do, any of the following:
3. contact or call upon any customer of Ours for the purpose of engaging in general insurance broking, general insurance agency business or any other business which competes with Us, or for the purpose of obtaining references or recommendations, whether written or oral;
4. solicit, interfere with, or entice away from Us any customer of Ours, or induce any such customer to terminate, reduce or vary his or her business with Us, or
5. solicit, interfere with, or entice away from Us any employee, contractor, authorised representative or adviser of Ours.
   * 1. The restraints pursuant to Clauses 14.1.1 and 14.1.2, insofar as it relates to any activity, is separate distinct and severable from any other activity and the invalidity of such restraint in respect of any such activity shall not affect the validity of the restraint in respect of any other activity.
     2. You acknowledge and agrees having regard to the nature and extent of the benefit which You obtain from Our entering into this Agreement, that the provisions of Clauses 14.1.1 and 14.1.2:
6. are reasonable and reasonably necessary for the protection of Our business and Our goodwill and do not preclude You from earning a livelihood; and
7. survive termination of this Agreement.
   * 1. If a Court concludes that any aspect of the restraints set out in Section 14 is unreasonable or unenforceable in any respect, the parties submit to a restraint which the Court concludes is the maximum permissible restraint in the circumstances. Without limitation, the parties intend that the power of the Court to limit the extent of a restraint as provided in the *Restraint of Trade Act*1974 (NSW) applies to this Agreement.
     2. The restraints set out in this Agreement apply despite any default by any party of any provision of this Agreement.
     3. A party which is subject to a restraint acknowledges that damages is not an adequate remedy for a breach of the restraint and that an injunction to restrain the conduct in breach, or mandate conduct in conformity, is intended as the principal remedy (in addition to applicable damages).
     4. If this restriction is found by a court to be unenforceable, but would be enforceable if modified, the restriction applies with the modification required to make it valid and enforceable. The Parties acknowledge that the restrictions and restraints are is reasonably necessary for the protection of each parties goodwill and that each party will have received adequate consideration for the restraint obligations imposed on them by this Agreement.

# Miscellaneous

## Goods and Services Tax

* + 1. You hereby warrant that Your ABN is as shown in Schedule A and acknowledge that We rely on such as being true and correct.
    2. We can issue tax invoices in respect of the supplies made by You to Us. (“Supplies”);
    3. You will not issue tax invoices in respect of the Supplies;
    4. The remuneration will be GST inclusive and we will be under no obligation to compensate You for any GST payable by You in respect of any taxable supply, as defined in the A New Tax System (Goods and Services Tax) Act, comprised in the provision by You of services under this Agreement.
    5. You acknowledge that You are registered with the ATO for GST when You enter into this Agreement and that You will notify Us if You cease to be so registered.
    6. We acknowledge that We are registered for GST when We enter into this Agreement and that We will notify You if We cease to be registered or We cease to satisfy any of the requirements of A New Tax System (Goods and Services Tax) Act 1999 Classes of Recipient Created Tax Invoice Determination (No. 23) 2000, or any replacement thereof.
    7. You acknowledge that You have had the opportunity to seek Your own legal and tax advice prior to signing this Agreement and have retained a copy of this Agreement.
    8. Unless otherwise stated, all amounts referred to in this Agreement are GST exclusive. To the extent that any part of the amount payable is in respect of a taxable supply, the recipient of the supply will also pay an amount equal to the GST at the then prevailing rate of GST on the amount payable.

## Costs and Stamp Duty

* + 1. Each party will bear its own legal and other costs and expenses in connection with the preparation and execution of this Agreement but We will pay the stamp duty (if any) on this Agreement. Any party in default will pay all costs incurred by any other party in respect of that default and any notice relating to that default.
    2. You must bear all expenses incurred by You in respect to this Agreement.
    3. You must pay all fees charged by the Australian Financial Complaints Authority (AFCA) arising from any complaint lodged with them in relation to Your acts or omissions.

## Notice

* + 1. A notice, demand, consent or authority (“notice”) given or made to a person must be:
* In writing;
* Given or made by:

1. Delivering it to that person personally;
2. Addressing it to that person and either leaving it at, or posting it to, the address of that person appearing in this Agreement or any other address nominated by that person by notice to the person giving the notice; or
3. Sending a facsimile copy of the notice to the facsimile copier number nominated by that person by notice to the person giving the notice; and

Is deemed to be given or made:

1. If by leaving it at the address of that person, when left at that address;
2. If by post, on the second Business Day following the date of posting; and
3. If by facsimile, on the next following Business Day.
   * 1. Each of the parties will give notice to the other of any change of address, telephone and facsimile numbers, email address and the like as soon as practicable.

## Governing Law

* + 1. This Agreement is governed by and is to be interpreted in accordance with the laws of , and where applicable, the laws of the Commonwealth of Australia.
    2. The Parties agree to submit to the jurisdiction of the courts of Victoria and, if applicable, the Commonwealth of Australia.

## General

* + 1. This Agreement constitutes the whole agreement between the Parties with respect to the subject matter of this Agreement.
    2. Any oral statement, representation, undertaking, covenant or agreement made prior to the date of this Agreement and not contained in this Agreement is void.
    3. Any waiver by Us of any one breach or default by You will not constitute a waiver of any other breach or default.
    4. If any provision of this Agreement is found to be void, voidable, illegal or otherwise unenforceable, the parties will amend that provision in a manner which reasonably achieves the intention of the parties or, at Our discretion, that provision may be severed from this Agreement and the remaining provisions of the Agreement will remain in full force and effect.
    5. An agreement, warranty, representation or obligation which binds or benefits two or more persons under this Agreement binds or benefits those persons severally but not jointly.
    6. A person includes the trustee, executor, administrator, successor in title and assign of that person. This clause must not be construed as permitting a party to assign any right under this Agreement.
    7. Unless the context otherwise requires: A word which denotes the singular denotes the plural and vice versa; any gender denotes the other genders; and a person includes an individual, a body and a government body.

## Further Assurances

The Parties will execute and do all acts and things necessary or desirable to implement and give full effect to the provisions and purpose of this Agreement.

# Dispute Resolution

## Good Faith

* + 1. The parties must attempt in good faith to resolve any dispute between them in connection with this Agreement by negotiation.
    2. If any dispute cannot be resolved by negotiation between the parties within 10 days or such further period as the parties agree is appropriate, then within the following 10 days the parties must seek to agree on the procedural rules and a timetable for resolving the dispute through mediation by a mediator agreed upon by the parties, or if the parties cannot agree, a mediator appointed by the Australian Commercial Disputes Centre or any body which replaces it. Each party will bear their own costs of mediation and pay one half of the mediator’s costs.
    3. A party may not commence court proceedings or arbitration (other than an urgent interlocutory application) relating to any dispute arising from this Agreement unless that party has complied with the preceding two sub-clauses

**EXECUTED** as an Agreement

By (or on behalf of) in the presence of:

………………………………… ………………………………

Signature of Witness Signature of Authorised Person

….……………………………. ………………………………

Name of Witness (print)

Signed for and on behalf of in the presence of:

………………………………… ………………………………

Signature of Witness Signature of AR

….……………………………. ………………………………

Name of Witness (print)

### SCHEDULE A – Authorisation Details

|  |  |  |
| --- | --- | --- |
| Authorised Representative: |  | |
| Authorised Representative Number: |  | |
| A.B.N. |  | |
| Address: |  | |
| Commencement Date: | Upon receipt of the Authority from Us. | |
| Term of Appointment: | This Agreement will continue until terminated in accordance with Section . | |
| Minimum Termination Notice Period | 3 Months | |
| Termination Fee |  | |
| Product Areas |  | |
| Advice Authority |  | |
| Dealing Authority |  | |
| Client Coverage |  | |
| Territory |  | |
| Business Names |  | |
| Professional Indemnity Coverage |  | |
| Professional Indemnity Policy Costs | Nil | |
| Specific Products | As per Our Product Listing | |
| Specific Providers | As per Our Insurer Listing | |
| Restraint Period | 24 Months | |
| Remuneration and Service Fee Payment Timing | 14 days after the end of month in which the remuneraton is earned | |
| Service Fee – Brokerage & Fee Income | As agreed to in writing between the parties from time to time. | |
| Service Fee – Premium Funding Commissions | As agreed to in writing between the parties from time to time. | |
| Service Fee - Variation Notice Period | | Months |
| Use of Insurance Broking/Broker and General Insurance Broker |  | |
| Party that owns the Clients upon Termination. |  | |

### SCHEDULE B – Schedule of Cross Endorsements

### Schedule C – Authorised Representative Authority

as provided by S916 A of the Corporations Act, hereby authorise as an Authorised Representative (AR). The Authorised Representative Number as issued by the Australian Securities and Investments Commission (ASIC) is .

This Authority is a limited Authority as follows:

Product Limitation

All authority is limited to Products only and is further limited to the following types of products: As per Our Product Listing provided by As per Our Insurer Listing.

Client Limitation

All authority is limited to providing products and services to Retail and Wholesale Clients

Advice Limitation

Financial Services Advice is an express or implied (direct or indirect) recommendation or opinion that is intended to influence a person in relation to a Financial Product.

Dealing Limitation

Signed by

On the