

Affiliate Distribution Agreement

Referrer agreement

An agreement related to the conduct of Insurance Business between **Agile Underwriting Services Pty Ltd** and **Ben's Testing Company** on **Feb 22, 2022**

An Agreement governing the referral of Business between:

Parties

(A) AGILE UNDERWRITING SERVICES PTY LIMITED (ABN 604 520 952) of Level 5, 63 York St, Sydney, NSW, 2000 (AGILE); and

(B) Ben's Testing Company (Company No. 123456789) of 21 Jump St Auckland Auckland 0600

1. Commencement Date and Term

This Agreement commences on the date it is signed and continues until terminated in accordance with this agreement.

2. Services

Agile has agreed to authorise the Affiliate to act on its behalf in relation to the Insurance Business listed in Schedule A attached hereto, on the terms set out in this agreement:

a. The Affiliate:

- i. will refer customers to Agile for Insurance Business by submission of completed relevant insurance proposal form or other method agreed between the parties from time to time.
- ii. may only include content on its website in relation to Agile's Insurance Business which is in the form and content approved by Agile in writing. No amendments may be made to any approved website content unless Agile have provided prior approval in writing.
- iii. may not engage in any other activities in relation to Insurance Business other than specified in paragraphs (a) i) and ii) above, unless otherwise agreed by Agile in writing.
- iv. must disclose its entitlement to the Referral Fee to any customer referred to Agile by stating in writing: "We act as a referrer only. If you buy the insurance we get a commission of up to 10% on the premium less taxes and charges. We cannot and do not make any recommendation on the insurance product and whether it is right for you", unless Agile agrees in writing to the Affiliate using an alternate form of words.
- v. must comply with all relevant laws.
- vi. is not authorised to provide any Financial Services as that term is defined in the Corporations Act 2001 (Cth) or engage in any other conduct not specified in paragraphs a) (i) and (ii) above or this agreement, in relation to Agile's Insurance Business.
- vii. is responsible for all information provided by it in relation to Agile's Insurance Business and agrees that any approval by Agile in writing of

such information does not make Agile responsible for the accuracy or compliance of the information with relevant law.

- viii. this agreement does not create any relationship between Agile and the Affiliate or its employees of employer and employee, agency, partnership or joint venture.
 - ix. must not make any representations contrary to paragraphs 3(i) through (ix) above
- b. Each party shall ensure that its representatives which have acted or will act in relation to the matters covered by this agreement, fully comply with the party's obligations under this agreement and is responsible, as between it and the other, for the conduct of all of its representatives, that is in any way connected with the performance of this agreement, whether or not the conduct is within the authority conferred on the particular person or not.

3. Confidential Information

- a. In this clause, Confidential Information means all information furnished by one Party to the other pursuant to this Agreement.
- b. The Parties acknowledge that in performing their respective obligations and responsibilities under this agreement, each shall have access to Confidential Information of the other.
- c. Each Party will:
 - i. only use the Confidential Information of the other Party for the purposes of this Agreement;
 - ii. receive and maintain all Confidential Information of the other Party in confidence; and
 - iii. not use, directly or indirectly, or disclose to any third party, any Confidential Information of the other Party without the prior written consent of that Party,

except where:

- iv. the information is public knowledge (but not being made so because of breach of this Agreement);
 - v. the Party has independently created the information;
 - vi. disclosure is required by law or a regulatory body; or
 - vii. disclosure is made to a person who has need to know the information for the purposes of this Agreement, and on the basis that the person keeps the information confidential.
- d. Each Party will ensure that its Directors, employees and agents fully comply with this clause.

4. Referral Fee

- a. Agile will pay the Affiliate a Referral Fee as set out in Schedule A. The Referral Fee is a % of the Gross Written Premium for all policies of Insurance Business taken out via a referral from the Affiliate to Agile.

- b. A Referral Fee is earned in relation to a policy of Insurance Business when the policy has been entered into and the total Gross Written Premium for the policy is received by Agile.
- c. Agile will pay the Affiliate the Referral Fee within 30 Days after the end of each calendar month in which the Referral Fee was earned.
- d. If Insurance Business for which a Referral Fee has been paid is cancelled the Referral Fee is repayable and the Affiliate agrees that Agile may deduct the amount repayable from any future Referral Fees payable.
- e. All payments from Agile to the Affiliate shall be paid in the Currency outlined in the Schedule and will be made through a direct bank transfer.
- f. A party must pay GST on a taxable supply made to it under this agreement, in addition to any consideration (excluding GST) that is payable for that taxable supply. The party making the taxable supply must provide a valid tax invoice to the other party at or before the time that the other party is required to pay the GST.

5. Indemnity

- a. The Affiliate agrees to indemnify Agile against any actions, claims, proceedings, costs or expenses that may be made or taken against Agile as a result of the provision of the Referral Services including any liability arising from or in connection with any breach of this Agreement by the Affiliate or its employees or representatives.
- b. Agile agrees to indemnify the Affiliate against any actions, claims, proceedings, costs or expenses that may be made or taken against the Affiliate as a result of the provision of the Services including any liability arising from or in connection with any breach of this Agreement by Agile or its employees or representatives.

6. Termination

- a. Either party may terminate this agreement by giving at least 30 days written notice.
- b. On termination, the Affiliate must cease to provide the Services.
- c. Either party may terminate this agreement immediately if:
 - i. an Insolvency Event occurs in relation to the other party; or
 - ii. fails to comply with any Material Obligation under this agreement that is not capable of being remedied;
 - iii. fails to comply with any Material Obligation under this agreement that is capable of being remedied and does not, within fourteen (14) days (or such other period agreed by the parties) of receiving written notice from the other party, remedy such failure and take reasonable steps to ensure that such failure does not occur again, to the reasonable satisfaction of the other party;
 - iv. the other party or any of its employees or representatives engage in conduct in connection with the performance of this agreement which,

in the party's reasonable opinion, is fraudulent, dishonest, misleading or deceptive, or likely to bring the name of the party or its related bodies corporate into disrepute.

- d. In this clause, Material Obligation means an obligation the breach of which is reasonably likely to result in material loss or damage of a financial nature to, or materially adversely affect the reputation or goodwill of, the other party.
- e. On and after this agreement is terminated:
 - i. the Affiliate must cease to provide the Services and remove any related content from its website, advertising or other promotional material;
 - ii. each party shall immediately desist from holding out in any way that it is connected to the other party; and
 - iii. those terms of this agreement which by their nature should continue to operate after termination shall continue to the extent relevant.
 - iv. Agile must pay all outstanding referral fees.

7. Miscellaneous

- a. Each party is responsible for and must pay any fees, charges and costs incurred in the provision of its services under this agreement.
- b. The Affiliate may not assign, transfer or novate its rights and obligations under this agreement without Agile's prior written consent, such consent not to be unreasonably refused. Agile Underwriting Services may assign, transfer or novate its rights and obligations under this agreement without the Affiliate's consent.
- c. This agreement is governed by the law of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- d. No variation of this agreement will be of any force or effect unless it is in writing and signed by the parties to this agreement.
- e. A waiver of a provision of this agreement or a right or remedy arising under this agreement can only be made in writing that is signed by or on behalf of the party granting the waiver.

8. Definitions

- a. Affiliate's URL(s) means the domain name(s) used to promote the Insurance Business.
- b. Gross Written Premium means the amount paid to Agile Underwriting Services for the intended duration of a contract of Insurance Business, excluding stamp duty, GST and any other statutory charges.
- c. Insolvency Event means anything that reasonably indicates that there is a significant risk that an entity is or will become unable to pay its debts as they fall due. This includes any one of the following events occurring:
 - i. a step being taken to wind the entity up;
 - ii. the appointment of a receiver or administrator as defined in section 9

- of the Corporations Act;
 - iii. the entity entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors;
 - iv. the entity being made the subject of a deed of company arrangement;
or
 - v. a step being taken to have a receiver, receiver and manager, liquidator or provisional liquidator appointed to the entity or any of its assets.
- d. Insurance Business means Insurance underwritten by Agile Underwriting Services Pty Ltd and listed in Schedule A attached hereto.

Schedule A

Name of the company: Ben's Testing Company
Currency: New Zealand Dollars
Referral fee: 10%
Date of agreement: Feb 22, 2022

Banking details

We will use these details to render any commission earned for your referrals.

Name of bank account: Bank Name
Name of account: Bank Name
Bank details: 012345 - 123456789

Signed by

Name: Ben Webster
Date: Feb 22, 2022
Email: ben@benwebster.com.au
Signature:


