

Please find attached our Referrer Agreement, which we require to be completed and returned by mail to the following address:

**Aussie Bonds Australia Pty Ltd**

**Reply Paid 90202 Concord West NSW 2138**

Accompanying your signed copy of the Referrer Agreement, **please attach a copy of your current Professional Indemnity Insurance schedule**. It would be appreciated if you would supply a copy on each renewal of the policy.

**Contact details**

Trading Name: \_\_\_\_\_

Business Phone No: \_\_\_\_\_

Business Fax No: \_\_\_\_\_

Mobile No: \_\_\_\_\_

Email: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

PO BOX (if applicable) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# REFERRAL AGREEMENT

**PRINCIPAL:** Aussie Bonds Australia Pty Ltd  
(ABN 52 127 577 440)

**REFERRER:**

## REFERRER'S AGREEMENT

### DATE OF AGREEMENT

### PARTIES

Aussie Bonds Australia Pty Ltd (ABN 52 127 577 440) ("**the Principal**").

### AND

**Referrer**").

("the

### INTRODUCTION

The Referrer wishes to supply information about the Principal to persons and to refer persons to the Principal for Deposit Bonds.

### AGREEMENT

#### 1. DEFINITIONS

1.1 Where appearing in this agreement, the following words have the meaning set out below.

**Person** Individual(s), partnership(s) and/or company(ies)

**Confidential Information**

Information concerning the organisation, business, finances, clients, suppliers, employees, affairs, transactions, trade secrets, operations, processes or dealings of the Principal or its Authorised Representatives which is not in the public domain and which is or may be received by the Referrer in connection with this Agreement.

**Legislation** All Acts, Regulations, Codes of Practice and any relevant circular, directive, policy statement and the like issued by any government which apply to the provision of Deposit Bonds.

**Applicant** means a person described as the applicant in the Application

#### AUTHORITY

1.2 The Principal authorises the Referrer to provide any person with information about the following ("**Information**"):

(a) The Deposit Bonds provided by the Principal; and

(b) How to contact the Principal.

1.3 When the Referrer provides Information to any person, the Referrer must not:

(a) Make any commitment that the person (applicant) will automatically qualify for a Deposit Bond;

- (b) Publish statements or documents about the Deposit Bonds which have not been supplied or approved in writing by the Principal;
- (c) Discuss the terms and conditions on which the Principal will provide Deposit Bonds to the person;
- (d) Arrange Deposit Bond contracts, or hold out to the person that the Referrer is authorised to arrange Deposit Bond contracts, on behalf of the Principal.

## **2. RELATIONSHIP**

- 2.1 The Referrer is not the Agent of the Principal. The Referrer is not in any way a partner, employee or, for the purposes of the Corporations Act 2001, nor an Authorised Representative of the Principal or of QBE Insurance (Australia) Limited ('QBE').
- 2.2 Any existing agreements between the Referrer and the Principal are hereby cancelled except in respect of any pre-existing debts or benefits accrued under them.
- 2.3 The Referrer must not do or say anything that will or is likely to damage or diminish the Principal's business reputation or brand names. This clause will survive expiry or termination of this Agreement.
- 2.4 The Referrer must not at any stage, verbally, in writing or displayed on any form of communication, including marketing material, websites or any form of electronic media, that they are more than a referrer of the Principal and especially any reference that they are an Authorised Representative or in some way an authorised or recognised party of QBE. The relationship is strictly that between the Principal and the Referrer and no other party.

## **3. REMUNERATION**

- 3.1 The Principal will set the Deposit Bond fees payable by the Applicant. The commission represents a percentage of the Deposit Bond fee, as outlined in the Schedule, which is the amount before application of any administration or issue fee applied by the Principal. The Referrer may at its discretion charge the applicant a fee for the provision of their service in organising the Deposit Bond. This amount, which may vary, will be indicated to the Principal for each application and added to the overall fee collected by the Principal from the applicant. Where a signed original document from the Deposit Bond application is required for the Principal's file, payment of the Remuneration is subject to the signed original documents being firstly received by the Principal and being received within 2 months of the issuance of the Deposit Bond.

## **DOCUMENTATION**

- 3.2 Any product, material or document that has been developed or created for the purpose of this Agreement by the Principal shall be owned by the Principal and, except for the purpose of this Agreement, shall not be used by the Referrer (either solely or in conjunction with a third party) without the prior written consent of the Principal.
- 3.3 Where co-branding or white labelling is agreed on the Deposit Bond certificate, the Referrer fully respects and accepts that for legal reasons and to abide by the Principal's agreement with QBE, that the Principal's capacity as an Authorised Representative of QBE approved to issue Deposit Bonds on behalf of QBE must at all times be clearly displayed on the Deposit Bond certificate.

## **4. OBLIGATIONS**

### **Referrers Obligations**

- 4.1 The Referrer must comply with the obligations set out in Schedule, Item 2 - Referrer's Obligations.
- 4.2 The Referrer will permit the Principal to conduct audits of its activity under this Agreement and will provide the Principal with access to all relevant personnel, files, correspondence, promotional material and other documents of any kind for this purpose upon request. The Referrer will obtain any necessary consent to disclose personal information held in the documents it supplies to the Principal in accordance with the Privacy Act 1988 (Cth).
- 4.3 The Referrer acknowledges that all documents about the Deposit Bonds of the Principal and supplied by the Principal remain the property of the Principal and must be returned to the Principal on request.

### **Principal's Obligations**

- 4.4 The Principal must comply with the obligations set out in Schedule, Item 3 - Principal's Obligations.

### **Disclosure**

- 4.5 The Referrer warrants that it has fully disclosed to the Principal all material information and circumstances known to it, which would be likely to affect the Principal's decision to enter into this Agreement.

### **Indemnity**

- 4.6 The Referrer will indemnify the Principal for any loss or damage sustained by the Principal as a result of any act or omission by the Referrer or its agents, employees or Clients, whether that act or omission constitutes a breach of this Agreement or not. This clause will survive the expiry or termination of this Agreement.

### **Professional Indemnity Insurance**

- 4.7 During the term of this Agreement, the Referrer must maintain a contract of professional indemnity insurance for the benefit of the Referrer and the Principal for the amount of not less than \$2,000,000 (two million dollars) and with an excess of not more than \$10,000 for not less than seven (7) years after this agreement is terminated and pay all costs and premiums in respect of that contract of insurance.

The Referrer must supply a Certificate of Currency on each anniversary of the contract of professional indemnity to the Principal.

### **Confidential Information**

- 4.8 Except as required by law or by a regulatory authority, the Referrer must not divulge, allow to be divulged or make use of any Confidential Information other than for the purposes of this Agreement. This clause will survive the expiry or termination of this Agreement.

## **Assignment**

- 4.9 The Referrer may not assign, charge or otherwise deal with its rights and obligations under this Agreement in any way without the prior written consent of the Principal.
- 4.10 The Principal may assign, charge or otherwise deal with its rights and obligations under this Agreement without the Referrer's consent.

## **5. DISPUTE RESOLUTION**

- 5.1 The parties must attempt in good faith to resolve any dispute, by negotiation, between them in connection with this Agreement.
- 5.2 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.
- 5.3 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 sub-clauses 6.1 and 6.2.

## **6. TERM AND TERMINATION OF AGREEMENT**

- 6.1 This Agreement will commence on the date specified in Item 4 - Commencement Date of the Schedule and will continue until terminated in accordance with the following clauses.
- 6.2 The Principal may suspend the authority granted to the Referrer under this Agreement immediately if the Referrer:
  - (a) Breaches any Legislation;
  - (b) If the Principal reasonably considers that the Referrer commits any serious or persistent breach of any of the provisions of this Agreement or any policy or procedures with which the Principal from time to time requires the Referrer to comply;
  - (c) Being a corporation, undergoes a material change in its management, control or beneficial ownership; or
  - (d) Being an individual dies or suffers permanent and total disablement.
  - (e) Where the Principal is advised of or identifies that the Referrer has promoted to any party that their relationship with the Principal is any greater than that of a referrer of the Principal.
- 6.3 The suspension may operate until the breaches are remedied. If the Referrer does not remedy the breach(es) within 7 days of receipt of notification or the breaches are not capable of being remedied, the Principal may terminate this Agreement with immediate effect.

6.4 This Agreement may be terminated:

- (a) By either party giving the other party 14 days notice in writing; or
- (b) If the Principal reasonably considers that the Referrer is acting in a manner which is unprofessional, unethical or likely to harm the professional standing of the Principal or QBE, by the Principal giving the Referrer 7 days notice in writing.

6.5 Either party may terminate this Agreement with immediate effect if:

- (a) Being a corporation, a party goes into liquidation or has a receiver or administrator appointed (whether voluntarily or not) or, being an individual, becomes bankrupt;
- (b) A party makes an assignment or composition with its creditors;
- (c) A party is convicted of a criminal offence or being a corporation, an officer of a party is convicted of a criminal offence or banned from acting as a director of a corporation; or
- (d) A party is the subject of a banning order or disqualification from providing Deposit Bonds;
- (e) A party ceases to carry on business or fails to hold a licence or authorisation required to perform its obligations under this Agreement.

6.6 The Referrer must notify the Principal immediately if any event occurs which would entitle the Principal to terminate this Agreement or suspend the authorities conferred by this Agreement.

6.7 On termination of this Agreement, the Referrer must:

- (a) Return to the Principal all forms of documentation, promotional material, policies, procedures and templates which the Principal has provided to the Referrer for the purpose of this Agreement;
- (b) Immediately cease providing Information about the Deposit Bonds provided by the Principal or its Authorised Representatives and how to contact the Principal or its Authorised Representatives;
- (c) Immediately pay any money due to the Principal and request payment of any remuneration due to the Referrer as at termination of this Agreement. The Referrer may not make any claim for unpaid remuneration more than 3 months after the termination of this Agreement.
- (d) Not directly or indirectly for 12 months after termination provide information about Deposit Bonds provided by or the contact details of any other Deposit Bonds intermediary to any person to whom the Referrer has provided Information about the Principal or its Authorised Representatives pursuant to this Agreement.

This clause 8.7 shall survive the termination or expiry of this Agreement.

## **7. NOTICES AND CHANGE OF ADDRESS**

7.1 Any notice given under this Agreement must be in writing and, if sent to the last known address or facsimile number of the other party, is deemed to be received:

- (a) Three business days after the date of posting, if posted and
- (b) the date of sending, if sent by facsimile; or

(c) On the next succeeding business day, if received or deemed to be received on a day which is not a business day.

7.2 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.

## **8. PRESUMPTIONS AND INTERPRETATION**

8.1 Unless the context otherwise requires:

(a) A word which denotes the singular denotes the plural and vice versa;

(b) Any gender denotes the other genders; and

(c) A person includes an individual, a body corporate and a government body.

8.2 Unless the context otherwise requires, a reference to:

(a) Any legislation includes any regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replacement legislation;

(b) Any other Agreement or instrument, where amended or replaced, means that Agreement or instrument as amended or replaced;

(c) A business day means a day other than Saturday or Sunday on which banks are open for general banking business in that state.

## **9. SEVERAL OBLIGATIONS**

9.1 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.

## **10. SUCCESSORS AND ASSIGNS**

10.1 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.

## **11. CONSENTS**

11.1 The Principal may give or withhold an approval or consent to be given under this Agreement in its absolute discretion. The Principal is not obliged to give the Referrer reasons for giving or withholding consent.

## **12. MISCELLANEOUS**

12.1 This Agreement contains the whole agreement between the parties.

12.2 Any waiver by the Principal of any one breach or default by the Referrer will not constitute a waiver of any other breach or default. A waiver by the Principal is only effective if it is in writing.

12.3 No variation of the terms of this Agreement will be of any force or effect unless it is in writing and signed by the parties.

- 12.4 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 the discretion of the Principal, that provision may be severed from this Agreement and the remaining provisions of the Agreement will remain in full force and effect.
- 12.5 Each party executing this document or an identical document can execute this Agreement.
- 12.6 The law of NSW governs this Agreement. The parties submit to the non-exclusive jurisdiction of the courts of NSW and any courts, which may hear appeals from those courts in respect of any proceedings in connection with this Agreement.



**EXECUTED** as an Agreement

**Principal**

Executed by Aussie Bonds Australia Pty Ltd (ABN 52 127 577 440) in accordance with its Constitution in the presence of:

.....  
Director

.....  
Director/Secretary

.....  
Full Name (Print)

.....  
Full Name (Print)

**Referrer**

*\*[If an individual]*

By *insert full name of Referrer*  
in the presence of:

.....  
Signature of Referrer

.....  
Full Name of Referrer

.....  
Signature of Witness

*\*[If a company]*

Executed by  
in accordance with its Constitution  
in the presence of:

.....  
Director

.....  
Director/Secretary

.....  
Full Name (Print)

.....  
Full Name (Print)

Kindly provide us with an indication of the number of Deposit Bonds you are likely to do over the next 12 months.

**Residential Purchases**

Short-term applications (under 6 months) with 'unconditional finance approved' \_\_\_\_\_

Short-term applications (under 6 months) without 'unconditional finance approved' \_\_\_\_\_

Long-term applications (over 6 months) \_\_\_\_\_

**Commercial Purchases**

Short-term applications (under 6 months) \_\_\_\_\_

Long-term applications (over 6 months) \_\_\_\_\_

## **SCHEDULE**

### **Item 1 - Remuneration**

(Clause 4.1)

The Principal will set the Deposit Bond fees payable by the Applicant.

The remuneration represents a % of the Deposit Bond fee, before the inclusion of any administration or issue fee applied by the Principal. The % indicated below are inclusive of GST.

For Deposit Bonds supported by 'unconditional finance' (includes Letters of Offer subject to valuation), the remuneration will be 33% or greater, depending on the level of Deposit Bond fee.

For all other Deposit Bonds, the remuneration is 15%, plus the Referrer may, at its discretion, charge the Applicant an origination fee for the service the Referrer has provided. Given the likely price saving, it's recommended that an origination fee be added.

The Referrer must give clear instructions with each application lodged as to what the origination fee will be, as this usually varies depending on the nature of the client relationship.

Where a signed original document from the Deposit Bond application is required for the Principal's file, payment of the Remuneration is subject to the signed original documents being firstly received by the Principal and being received within 45 days of the issuance of the Deposit Bond.

### **Item 2 - Referrer's Obligations**

(Clause 6.1)

The Referrer must (and must ensure that its employees and their representatives) do the following:

1. Only provide information which has been approved by the Principal in the form approved by the Principal;
2. Obtain the Principal's written approval before publishing any written or oral materials (electronically or otherwise) which refer to the Principal and importantly, must not promote, publish, state, or hold themselves out to be any more than a Referrer of the Principal and most certainly not give any indication or appearance that they have a direct relationship with or in any way act in any capacity as a representative or spokesperson of QBE Insurance (Australia) Limited;
3. Comply with:
  - (a) The Principal's codes of practice, systems, policies and procedures as may be notified from time to time;
  - (b) Any reasonable direction of the Principal;
  - (c) The Referrer must comply with all relevant Legislation
4. Ensure the Referrer's employees and agents who will be making referrals undertake and complete any training or other accreditation and participate in audit and other supervision activity required by the Principal.

### **Item 3 - Principal's Obligations**

(Clause 6.4)

The Principal must:

1. Provide the Referrer with the policies, procedures, templates and promotional materials with which it requires the Referrer to comply or to use and any training or accreditation;

### **Item 4 - Commencement Date**

(Clause 8.1)

Is the date nominated as the Date of Agreement appearing on Page 2 of this document.