

Intermediary Accreditation

Terms and Conditions

PREFACE

(e) "**authorised person**" means, in relation to a party:

1. Attvest Finance Pty Ltd ("**Attvest**") provides credit facilities to its customers for the funding of insurance premiums. Attvest provides additional and ancillary services related to the management of financing insurance contracts.
2. The Intermediary provides insurance or other financial broking services to its clients. The Intermediary provides additional and ancillary services related to the arrangement of insurance contracts for its clients.
3. The Intermediary wishes to provide its clients with access to funding for insurance premiums. The Intermediary wishes to arrange and manage the financing of insurance using, among others, Attvest's services.
4. In order for Attvest to provide its credit facilities to customers who are clients of the Intermediary, and additional and ancillary services, the Intermediary will be accredited by Attvest under the terms and conditions required for such accreditation.
5. Attvest and the Intermediary have reached an agreement on these and related matters. That agreement is recorded in this document read together with the Relevant Intermediary Agreement document.

licensed software products.

I. HOW SHOULD THIS DOCUMENT BE READ?

A. Definitions

6. In this agreement, unless the context or subject matter indicate otherwise, the following words or expressions shall have the following meanings:
 - (a) "**agreement**" means the arrangement recorded in this document read together with a RIA document and any annexures and appendices hereto, as may be amended, supplemented, varied or novated in accordance with its terms from time to time.
 - (b) "**ATTassist**" means Attvest's proprietary background funding and debtor management methodologies, processes, call centres and related information technology, systems, and when applicable includes BASE and Attvest Software, as more fully described in Part V of this document, extended to assist eligible Intermediaries as a service.
 - (c) "**ATTpay**" means Attvest's proprietary payments portal/gateway methodologies, processes, call centres and related information technology, systems, and when applicable includes BASE and Attvest Software, as more fully described in Part V of this document, extended to assist eligible Intermediaries as a service.
 - (d) "**Attvest Software**" means Attvest's proprietary software, information technology, systems and licensed software products used in connection with Attvest's products and services and includes, when applicable, ATTassist, ATTpay and BASE related information technology, systems and

- (i) the directors, secretary and any other person appointed to act as an authorised officer of that party;
 - (ii) the employees of that party; and
 - (iii) the legal, financial and other advisers of that party and the respective officers and employees of those legal, financial and other advisers.
- (f) **"Authorised User"** means an authorised person entitled to access and use ATTassist, ATTPay, BASE and Attvest Software (as the case may be) in terms of this agreement.
- (g) **"BASE"** means Attvest's proprietary online premium funding broker portal, including the online acceptance processes (**OLA**), and when applicable includes Attvest Software as more fully described in Part IV of this document.
- (h) **"business day"** means a day that is not a Saturday, Sunday or public holiday in Queensland.
- (i) **"Confidential Information"** means the confidential information of a party (whether in written or electronic form) which relates to the subject matter of this agreement and includes information relating to-
- (i) the design, specification and contents of ATTassist, ATTPay, BASE, Attvest Software and the Materials (and all of them) as the case may be.
 - (ii) the personnel, policies or business strategies of Attvest or the Intermediary or any information identified by either party to the receiving party as being confidential.
 - (iii) the RIA and terms upon which ATTassist, ATTPay, BASE, Attvest Software or the Materials have been supplied pursuant to this agreement.
- (j) **"Evaluator"** means an Attvest authorised person conducting the training and making the necessary inquiries and assessments of Intermediary (including on-site) for accreditation and information relative to compliance with recommended practices and systems integration and service provision.
- (k) **"Force Majeure"** means circumstances beyond the reasonable control of the parties which results in a party being unable to observe or perform on time an obligation under this agreement. Such circumstances includes –
- (i) non-human made catastrophes that are impossible for humans to prevent, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster.
 - (ii) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution.
 - (iii) executive actions of government authorities, strikes and widespread acts of civil or labour disobedience.
- (l) **"government authority"** means any governmental, semi- governmental, municipal, statutory, judicial or quasi- judicial authority, department, agency, body, entity, organisation, commission or tribunal.

- (m) **"Intellectual Property Rights"** means copyright, trademark, design, specification, implementation, patent, semi-conductor or circuit layout rights and any other rights in relation thereto which may be ordinarily regarded as rights in intellectual property.
 - (n) **"Intermediary"** means any person who has become a party to this agreement by executing a Relevant Intermediary Agreement and whom provides insurance broking or other financial services accredited under this agreement, and each of the persons described in Item 1 of the Schedule to a Relevant Intermediary Agreement as the context may require, until the applicable accreditation ceases in respect of such person;
 - (o) **"liability"** means any liability, loss, cost, expense (including lawyers' fees and expenses on a full indemnity basis), damage, charge, penalty, outgoing, or payment, however arising and whether present, unascertained, future or contingent.
 - (p) **"NIBA"** means the National Insurance Brokers Association Pty Ltd ABN 94 006 093 849.
 - (q) **"NIBA Code"** means the NIBA 2022 Insurance Brokers Code of Practice and associated guidance notes, rulings, amendments and revisions from time to time.
 - (r) **"Materials"** means operating manuals, training videos, on-site training, evaluations, reports and other published materials which are designed to assist or supplement the understanding, application or use of BASE, ATTassist, ATTPay or Attvest Software or transactions undertaken using BASE, ATTassist, ATTPay or Attvest Software.
 - (s) **"party"** means each Intermediary and Attvest, and includes a reference to their respective lawful successors and permitted assigns and any liquidator, administrator, controller, receiver, curator, judicial manager (or similar representative) of any of them as the context dictates.
 - (t) **"Relevant Accreditation Document" or "RAD"** means collectively and individually any of:
 - (i) this document;
 - (ii) the RIA;
 - (iii) the NIBA Code;
 - (iv) BASE and any BASE service level documents;
 - (v) ATTassist and any ATTassist service level documents (if eligible);
 - (vi) ATTPay and any ATTPay service level documents (if eligible);
 - (vii) the Attvest Software;
 - (viii) the Materials;
 - (ix) any other document which is as at the Commencement Date or from time to time designated by notice from Attvest as a RAD, and such reference shall include a reference to each such document as the same may be amended, supplemented, varied, novated or restated from time to time in accordance with its terms.
 - (u) **"Relevant Intermediary Agreement" or "RIA"** means, with regard to each Intermediary, the written agreement entered into between such Intermediary and Attvest in respect of the accreditation of such Intermediary and related insurance premium funding, information technology and other services made available to the Intermediary and its clients and Attvest and its customers (as such document may be amended, supplemented, varied or novated in accordance with its terms from time to time) together with all notices issued pursuant to such agreement.
 - (v) **"Schedule"** means the schedule to the Relevant Intermediary Agreement, as it may be amended, supplemented, varied or novated in accordance with its terms from time to time.
 - (w) **"Support Services"** means in respect of a suspected defect or error in use of or in relevant information technology systems or services of Attvest, which allegedly results in user error or causes such system or service to malfunction or deviate from its the normal operation, the Attvest provided support described in Part IV, Section E, as a service.
- B. Interpretation**
7. In this document, headings are inserted for convenience only and do not affect the interpretation of this document and unless the context otherwise requires:
- (a) the singular includes the plural and vice versa.
 - (b) a gender includes the other gender.
 - (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - (d) the meaning of general words is not limited by specific examples introduced by 'includes', 'including', 'for example', 'such as' or similar expressions.
 - (e) a reference to a document or instrument, including this document, includes all of its clauses, paragraphs, recitals, parts, schedules, appendices and annexes and includes the document or instrument as amended, varied, novated, supplemented or replaced from time to time.
 - (f) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
 - (g) a party includes the party's successors and permitted transferees and assigns and if a party is an individual, includes executors and personal legal representatives.
 - (h) a reference to a person includes a natural person, a partnership, a corporation or other corporate body, a joint venture, a firm, a trust, an association (whether incorporated or not), any other legal person and a government authority.
 - (i) no provision of this agreement will be construed to the disadvantage of a party merely because that party was responsible for the preparation of the agreement or the inclusion of the provision in the agreement.
 - (j) all monetary amounts are in Australian dollars, unless otherwise stated and a reference to payment means payment in Australian dollars.
 - (k) if the day on or by which something must be done is not a business day, that thing must be done on the next business day.
 - (l) a period of time dating from a given day or the day of a given act or event is to be calculated exclusive of that day.
 - (m) a fact, matter or circumstance is fairly disclosed if sufficient information has been disclosed that a reasonable person would be aware of the significance and substance of the matter purportedly disclosed.
 - (n) where a warranty is given, the parties respective knowledge and awareness is deemed to be a reference to both the actual knowledge and awareness and the

knowledge and awareness of the relevant party had it made reasonable inquiries.

II. WHY AND HOW IS THE INTERMEDIARY ACCREDITED?

A. Introduction

8. Attvest has the goal of contributing to the assurance and improvement of the standards and quality of services provided to its customers, including those customers whom are clients of the Intermediary.
9. From the nature of the activities a durable relationship is required between Attvest and the Intermediary, characterized by integrity, trust and mindfulness, particularly with regard to the distinct nature of the respective relationships with clients / customers.

B. Standards

10. Attvest will ensure that the procedure and method which has been established for an Intermediary, and which are known about in advance at the request of the Intermediary, is periodically assessed for its conformity with standards established by Attvest for comparable Intermediaries.
11. When engaging in a relationship with the Intermediary and its clients, Attvest applies the standards set out in the NIBA Code. Notwithstanding whether an Intermediary is a member of NIBA, Attvest and the Intermediary agree and undertake to adhere to the standards described in the NIBA Code and to resolve any disputes they may have with reference to those standards and that code of practise.
 - (a) The Intermediary acknowledges that:
 - (i) its client has selected the insurance contracts that the client requires, and which insurance contracts the client will obtain funding for.
 - (ii) its client decides whether or not to enter into an insurance premium funding facility with Attvest.
 - (iii) upon its client deciding to:
 - a. express an interest in entering into a premium funding facility agreement with Attvest, its client becomes a customer of Attvest.
 - b. enter into a premium funding facility with Attvest, Attvest's customer (Intermediary's client) grants Attvest a power of attorney and delegates certain rights exclusively to Attvest.
 - i. As such, the Intermediary's client authorises and entitles Attvest to take various steps and its client instructs the Intermediary to act in accordance with Attvest's authority and entitlement under the premium funding facility. Such instruction is in writing and exists independently of the relationship between the client and the Intermediary. Acting upon such instruction will not cause the Intermediary to be in conflict with its duties to its client or its client's interests.
 - ii. Specifically, the Intermediary's client authorises and entitles Attvest to cancel insurance contracts funded by Attvest and the Intermediary's client instructs the Intermediary to act in accordance with Attvest's cancellation notifications under the authority and entitlement granted by the client to Attvest under the premium funding facility agreement.

C. Accreditation process

12. Upon Attvest's verification of the Intermediary's licensing and trading status, and related authentications, Attvest will grant the Intermediary accreditation status for the period of time stipulated as Item 2 in the Schedule.
 - (a) If it is evident that the Intermediary has met the standards and the requirements in respect of access and use of ATTassist, ATTpay, BASE and Attvest Software (and any or all of them as may be agreed in the Schedule and as the case may be) during a follow-up assessment then Attvest alone shall decide whether to continue this accreditation status.
 - (b) There may be conditions attached to the accreditation status, as elsewhere expressed in the description of the relevant accreditation procedure or in the RIA.
 - (c) The parties may, during the follow-up assessment, review the financial and commercial elements of the agreement. Such review may be reflected in an updated Adjustment Section of the Schedule. In the event that no review of the financial or commercial elements is undertaken or agreed and Attvest decides to continue the accreditation status then the last agreed financial and commercial elements shall apply.

D. Intermediary's accreditation declarations

13. The Intermediary takes cognizance of and accepts all the requirements of the obligation contained in the RADs.
14. The Intermediary accepts and acknowledges that the accreditation is granted under the conditions of the present document as well as those of the other RADs.
15. The Intermediary declares and certifies that:
 - (a) all the communications made or data / documents submitted by it to Attvest are and will be true and complete.
 - (b) the intermediary is duly authorised by its clients –
 - (i) to transact with Attvest, including consenting to the collection of information (per [Attvest's Privacy Policy](#)) and submission of applications for insurance premium funding quotes and facilities and to accept such quotes and facilities as clients' agent.
 - (ii) to collect and provide to or receive from Attvest, private and sensitive information as described in [Attvest's Privacy Policy](#). The Intermediary will provide full details of clients when applying for quotes or facilities or other services provided by Attvest, including contact details of clients and identity verification details, as required by Attvest.
 - (iii) to charge a fee to the client equal to the percentage of the premiums of the insurance contracts funded under Attvest's insurance premium funding facilities as set out in Item 3 of the Schedule as the brokerage fee, and to obtain funding for such brokerage fee.
 - (iv) to negotiate and allocate the applicable fees and other arrangements as set out in the Adjustment Section of the Schedule. In this regard, the Intermediary warrants it has made any disclosures required of it (as described in the NIBA Code) such that clients are reasonably informed of any conflicts of interest or potential conflicts of interest of the Intermediary when authorising the Intermediary to act as their agents for insurance or other financial broking services.
 - (c) the Intermediary is duly authorised and licensed –

- (i) as an AFSL holder or as an Authorised Representative of an AFSL holder (as the case may be) as set out in Items 4 and 5 of the Schedule.
- (ii) to operate and transact on the trust bank account described in Item 6 of the Schedule, including for the purposes of receiving and disbursing payments of insurance premiums and insurance proceeds.
- (iii) to operate and transact on the operating (business) bank account described in Item 7 of the Schedule, including for the purposes of receiving payments of brokerage fees.
- (d) the Intermediary will provide all information, including all documents, files, records, and other data as may be required by Attvest to accredit the Intermediary or provide its services to the Intermediary or to its clients except to the extent that the disclosure of such information is restricted by law (in which case, the Intermediary shall notify Attvest that such information has been withheld).

E. Intermediary's responsibilities

16. The Intermediary will:

- (a) give Attvest all the cooperation and information reasonably necessary for carrying out the accreditation process, in particular for the formation of a view about whether the Intermediary meets the requirements set by Attvest.
 - (b) conduct a self-assessment as to compliance with recommended practices, and provide full and accurate results thereof to Attvest using software or information technology systems developed or approved by Attvest or otherwise in a form or manner reasonably acceptable to Attvest.
 - (c) provide one or more authorised persons to assist Evaluators in conducting the training and making the necessary inquiries and assessments of Intermediary (including on-site) for accreditation and information, including access to relevant files and records, relative to compliance with recommended practices and systems integration and eligibility for and use of Attvest Software and services extended by Attvest to assist the Intermediary's practices and processes.
 - (d) provide necessary training facilities that are requested by the Evaluators
 - (e) respond to all communications from Attvest promptly, but in no event later than five (5) business days from the receipt thereof.
 - (f) access and use ATTassist, ATTPay, BASE and Attvest Software (and any or all of them as may be agreed in the Schedule and as the case may be) and enable the integration of such information technology services with the Intermediary's information technology systems and processes in accordance with this agreement.
17. By signing this document, the Intermediary declares itself to be familiar with the contents of other conditions such as the NIBA Code and terms of use, security procedures, audits of the Attvest Software and information technology systems, [Attvest's Privacy Policy](#) , the [Terms and Conditions of the Attvest Premium Finance Facility](#) and the other RADs as notified from time to time.

F. Attvest's Responsibilities

18. Attvest will –

- (a) provide necessary documentation, forms, and instructions regarding the accreditation process and use of the software and information technology systems provided by Attvest as a service or to be used in transacting with Attvest.
- (b) provide Evaluators for the purpose of conducting the training and making the necessary inquiries and assessments of Intermediary (including on-site) for accreditation and transmitting and receiving information, including access to relevant files and records, relative to compliance with recommended practices and systems integration and eligibility for and use of Attvest Software and services extended by Attvest to assist the Intermediary's practices and processes.
- (c) promptly analyze data and advise the Intermediary of the results of the evaluation and the need for additional information, if any.
- (d) conduct a review and certify the Intermediary is accredited if it has met the then applicable standards.
- (e) if the Intermediary is accredited or re-accredited:
 - (i) provide a certificate; and
 - (ii) make available indicia of accreditation, including access to the information technology systems used to transact with Attvest.
- (f) respond to all communications from the Intermediary promptly, but in no event later than five (5) business days from the receipt thereof.
- (g) provide access to and use of ATTassist, ATTPay, BASE and Attvest Software (and any or all of them as may be agreed in the Schedule and as the case may be) and integrate such information technology services with the Intermediary's information technology systems and processes in accordance with this agreement.

III. WHAT ARE THE ARRANGEMENTS FOR RCTIS (RECIPIENT CREATED TAX INVOICES)?

- 19. The GST legislation permits Attvest to issue a recipient created tax invoice for Intermediary services (taxable supply) under this agreement.
- 20. The Intermediary and Attvest have agreed that Attvest shall issue a recipient created tax invoice for each taxable supply that Intermediary provides under this agreement.
- 21. The Intermediary undertakes not to issue a tax invoice for a taxable supply if Attvest has issued a recipient created tax invoice for that taxable supply.
- 22. The Intermediary –
 - (a) acknowledges that it is registered for GST.
 - (b) undertakes to notify Attvest if it ceased to be so registered or if it ceases to satisfy any of the requirements of the *Goods and Service Tax Ruling GSTR 2000/10*.
 - (c) acknowledges that it must comply with its obligation under the GST legislation.
- 23. Attvest –
 - (a) acknowledges that it is registered for GST.
 - (b) undertakes to notify the Intermediary if it ceased to be so registered or if it ceases to satisfy any of the requirements of the *Goods and Service Tax Ruling GSTR 2000/10*.
 - (c) acknowledges that it must comply with its obligation under the GST legislation.

- (d) must issue a copy of the tax invoice to the Intermediary and Attvest will retain the original tax invoice.
- (e) must issue an adjustment note to the Intermediary in relation to an adjustment event within seven (7) business days of becoming aware of the adjustment event.

24. For the purposes of this agreement –

- (a) **"GST"** means GST within the meaning of the GST legislation, or any other like consumption tax, value-added tax or like tax, impost or charge imposed in the future.
- (b) **"GST legislation"** means the *A New Tax System (Goods and Services Tax) Act 1999* (as amended) and related rulings and regulations.
- (c) all amounts are inclusive of GST.
- (d) any other expressions used which are defined in the GST legislation will have such defined meanings.

IV. WHAT ARE THE ARRANGEMENTS FOR ONLINE AND OTHER INFORMATION TECHNOLOGY INTERACTIONS?

A. Introduction

- 25. Attvest has developed BASE for use with Attvest Software and to provide Attvest products and services.
- 26. The Intermediary wishes to use BASE to enable electronic transmission of data to and from the Intermediary and the Attvest Software for quoting, approving, transacting and managing premium funding facilities and related and ancillary services.

B. Grant and Term

- 27. Upon the Intermediary's accreditation, Attvest hereby grants to the Intermediary a perpetual non-exclusive, non-transferable licence to use BASE and the Materials until the Intermediary ceases to be accredited by Attvest or the licence is otherwise terminated in accordance with this agreement.

C. Licence Conditions

- 28. The Intermediary may only use BASE, Attvest Software and the Materials while the Intermediary is accredited and in accordance with the normal operating procedures as notified from time to time by Attvest.
- 29. The Intermediary acknowledges that there is no transfer of title or ownership of any Intellectual Property Rights, or other rights, in BASE, the Materials or Attvest Software from Attvest to the Intermediary by virtue of this agreement or otherwise.
- 30. In addition to any other remedies available to Attvest under this agreement or otherwise, any unauthorised use, access, alteration, modification, reproduction, publication, disclosure or transfer of BASE, Attvest Software or the Materials will entitle Attvest to any other remedies available at law against the Intermediary.

D. Licence Fee

- 31. No license fee is payable by the Intermediary for the use of BASE under this agreement.

E. Maintenance and Support

- 32. Attvest agrees to perform such maintenance services as it considers reasonable to ensure that BASE remains in good operational order.
- 33. Upon receipt of a report from the Intermediary of a suspected user error or defect or error in BASE, which allegedly causes BASE to malfunction or deviate from its the normal operation, Attvest shall provide the Intermediary with Support Services.

- 34. The Support Services will, in the sole discretion of Attvest, take the form of –
 - (a) the provision of telephone advice to the Intermediary to correct the suspected defect or error.
 - (b) the use of electronic means to correct the suspected defect or error.
 - (c) recommendations on user training or Intermediary process modification in relation to user error.
 - (d) other services as Attvest, in its sole discretion, considers necessary to correct the suspected error or defect.
- 35. Attvest does not warrant that it will be capable of promptly receiving, processing or otherwise acting upon a request for the Support Services which is made outside the hours of 9:00 am to 5:00 pm (Brisbane time) Monday to Friday (excluding any public holidays in Australia or the state of Queensland) being Attvest's normal business hours.
- 36. Any Support Services to be provided by Attvest under this agreement do not include –
 - (a) correction of errors or defects caused by operation of BASE in a manner other than that currently specified by Attvest.
 - (b) correction of errors or defects caused by modification, revision, variation, translation or alteration of BASE not authorised by Attvest.
 - (c) correction of errors caused directly or indirectly whether in whole or in part by the use of computer programs or software other than BASE or Attvest Software.
 - (d) correction of errors caused directly or indirectly whether in whole or in part by the incompatibility of any of the Intermediary's existing infrastructure, including computer programs, networks, hardware or software, with BASE or Attvest Software after the expiration of the Testing Period or the Pre-Release Testing Period (as the case may be).
 - (e) correction of errors caused by the failure of the Intermediary to suitably train and qualify its operating or information technology systems staff in the operation of BASE.
 - (f) training of operating or information technology systems staff.
 - (g) rectification of operator errors.
 - (h) rectification of errors caused by incorrect use of BASE.
 - (i) rectification of errors caused by a hardware or equipment fault.
 - (j) hardware and/or equipment maintenance.
 - (k) diagnosis or rectification of faults not associated with BASE.
 - (l) furnishing or maintenance of accessories, attachments, supplies, consumables or associated items, whether or not manufactured or distributed by Attvest.
 - (m) correction of errors arising directly or indirectly out of the Intermediary's failure to comply with this agreement.
- 37. Except as provided in this agreement, Attvest shall not be obliged to provide maintenance, support, advice, training, error correction, modifications or otherwise for BASE, Attvest Software or the Materials.

F. Activation

38. Following activation of BASE by Attvest for the Intermediary, the Intermediary may authorise Attvest to activate or deactivate BASE for any of Intermediary's Authorised Users (including any Authorised Representatives of an AFSL holder), and the Intermediary shall designate the access level and type for each of the Intermediary's Authorised User.
39. Upon activation of BASE for the Intermediary's Authorised Users, the Intermediary's Authorised Users will be able to transfer information from and to Attvest Software for use by the Intermediary and for transacting with Attvest.
40. The Intermediary agrees that it will be solely responsible for authorising Attvest to activate or deactivate BASE access for any of Intermediary's Authorised Users, and any changes to the access level and type for each of the Intermediary's Authorised Users.
 - (a) The Intermediary nominates the person whose details are set out in Item 8 of the Schedule as the Intermediary's Authorised User with administrator privileges.
 - (b) Only an Authorised User with administrator privileges may authorise other Intermediary Authorised Users and set or change their user privileges.
 - (c) Authorised Users of the Intermediary with administrator privileges are responsible for maintaining and updating the details, including contact details and regulatory statuses, of all of the Intermediary's Authorised Users.

G. Modifications

41. The Intermediary shall not modify or alter BASE or the Materials or merge all or any part of BASE with any other software without Attvest's prior written permission.
42. If BASE or Materials are modified with the permission of Attvest –
 - (a) all costs associated with the modifications or alterations or the costs arising out of the investigation of the effects of the post modifications or alterations will be borne solely by the Intermediary; and
 - (b) the Intermediary will immediately indemnify Attvest against all liability which may be incurred by the Intermediary if such modifications or alterations infringe any Intellectual Property Rights of a third party or otherwise cause Attvest to suffer any damages, loss, costs or expense.
43. BASE as modified or altered remains the property of Attvest in all respects, whether modified by the Intermediary, Attvest or a third party and whether or not authorised pursuant to this agreement. Specifically, the Intermediary shall if necessary assign to Attvest all Intellectual Property Rights arising out of any modifications to BASE.

44. This agreement shall apply to BASE as modified or altered.

H. Reverse Engineering

45. The Intermediary shall not reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of BASE.

I. Security

46. The Intermediary shall ensure that BASE and the Materials are protected at all times from misuse, damage, destruction or any form of unauthorised use.

47. The Intermediary shall keep accurate records of the use, copying, modification and disclosure of BASE and Materials. The Intermediary shall permit Attvest to inspect such records at any time. If Attvest requests, the Intermediary shall furnish to Attvest a copy of all or any part of such records.

J. Copying

48. Save as set out in this agreement, the Intermediary shall not copy or reproduce BASE or Materials by any means or in any form without the prior written consent of Attvest.
49. The Intermediary may make additional copies of the Materials for the purpose of backup and security. The terms and conditions of this agreement, with the necessary modifications apply to the said back up copy.
50. The Intermediary shall ensure that any copy of the Materials made pursuant to this agreement bears notice of Attvest's ownership of copyright and a notice stipulating that the Materials contain information confidential to Attvest. The Intermediary hereby agrees that it shall comply with any directions given by Attvest from time to time as to the form or content of such notices.
51. If requested by Attvest, the Intermediary shall issue a notice in a form approved by Attvest to all employees and other associated users of BASE or Materials under its direction or control, advising such persons of the Intermediary's obligations under this clause and also advising of the possible and criminal consequences of a breach of this clause.

K. Materials

52. The Materials are licensed to the Intermediary while the intermediary is accredited under this agreement.
53. The Intermediary acknowledges that the Materials contain sufficient information for the adequate use of BASE, except to the extent that Attvest has notified the Intermediary of any omission or deficiency or of any variation which it considers necessary for the proper use of BASE.

L. Confidentiality

54. Except as expressly provided in this agreement, a party shall not, without the prior written approval of the other party, disclose the other party's Confidential Information.
55. A party shall not be in breach of this agreement in circumstances where it is legally compelled to disclose the other party's Confidential Information.
56. Each party shall take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of this agreement, do not make public or disclose the other party's Confidential Information.
57. Notwithstanding any other provision in this clause, Attvest and the Intermediary may each disclose the terms of this agreement (other than Confidential Information of a technical nature) to its respective related companies, solicitors, auditors, insurers and accountants.
58. This clause shall survive the termination of this agreement.

M. Intellectual Property

59. The Intermediary acknowledges that all Intellectual Property Rights (including without limitation all copyright) in and to BASE, the Materials and Attvest Software will continue to belong exclusively to Attvest.
60. The Intermediary shall indemnify Attvest against all loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party alleging infringement of their Intellectual Property Rights where such infringement is caused, directly or indirectly, by the use of BASE, the Materials or Attvest Software in a form not specifically approved by Attvest (whether modified or altered or not) or in any manner or for any purpose not reasonably contemplated or authorised by Attvest.
61. Attvest shall indemnify the Intermediary against all loss, costs, expenses, demands or liability arising out of a claim by a third party alleging infringement of their Intellectual Property Rights where such infringement is alleged to arise in relation to the Intermediary's use of or licence to use BASE, the Materials or Attvest Software.

V. WHAT ARE THE ARRANGEMENTS FOR THE EXTENSION OF ATTVEST'S INTERNAL SERVICES TO ASSIST INTERMEDIARIES?

A. Introduction

62. Attvest has developed its information technology, systems and processes, including best practice call centres, for managing credit facilities, debtor management, collections, payments and administrative functions to continually provide a better overall experience for its customers.
63. The continuous improvement of the Attvest customer experience has provided an opportunity to extend the benefits to Intermediaries and their clients by providing certain Attvest information technology, systems and processes, including best practise call centres, for managing credit facilities, debtor management, payments and certain administrative and compliance functions to eligible Intermediaries as a service.
64. These services are being extended to Intermediaries in phases:
 - (a) Phase 1 is the Attvest online acceptance page (**OLA**). Attvest's service officers monitor OLA pages and proactively assist customers to complete the OLA process, including drop-offs and renewals. This service is integrated with BASE and all accredited Intermediaries have access to the client service benefits of the OLA process.
 - (b) Phase 2 is the extension of Attvest's background funding and debtor management information technology systems and processes to eligible Intermediaries as the ATTassist service.
 - (c) Phase 3 is the extension of Attvest's payment portal/gateway information technology systems and processes, including all elements of the ATTassist service, to eligible Intermediaries as the ATTPay service.
65. If eligible, the Intermediary may wish to utilise OLA, ATTassist and ATTPay to enable electronic transmission of data to and from the Intermediary and the Attvest Software to improve the Intermediary's service to its clients and to assist the Intermediary with certain of its administrative and regulatory requirements.

B. Eligibility

66. ATTassist and ATTPay require discrete higher level integration with the Intermediary's systems and processes.
67. The Intermediary agrees and acknowledges that:
 - (a) the Intermediary may apply to include ATTassist or ATTPay or both in its RIA.
 - (b) if the Intermediary applies for ATTassist / ATTPay in its RIA, then the assessment of ATTassist / ATTPay integration with the Intermediary's systems and processes will be included as part of the accreditation process.
 - (c) the extension of the ATTassist / ATTPay services may take some time to implement. Delayed implementation may occur for example as a consequence of the phased extension of these services, or because the Intermediary's systems and processes require streamlining and adaptation, or because development of bespoke integration elements may be required.

C. ATTassist Services

68. Attvest will assist the Intermediary to provide background and other funding methods and to collect outstanding insurance premiums by liaising with the Intermediary's clients for the Intermediary and using the ATTassist systems and processes, including Attvest's best practise call centres.
 - (a) ATTassist services include engaging with the Intermediary's clients on the financial arrangements for the payments of insurance premiums that the Intermediary may provide or facilitate in that regard and, with the Intermediary's clients' consents, assisting the Intermediary's clients with submission of premium funding quotes and applications using OLA or other online portals or via electronic communication (by telephone / by email / by SMS).
 - (b) ATTassist services are provided only with regard to those clients of the Intermediary that the Intermediary has arranged to receive a quote for insurance premium funding from Attvest, including as part of the background (or other) funding method for monthly, annual and re-financed payment arrangements.
 - (c) ATTassist services do not include any types of financial advice (general or personal advice) or legal or other types of advice. ATTassist and the ATTassist service officers operate strictly within the boundaries of automating and streamlining the Intermediary's debtor management and background (or other) funding arrangements, and in accordance with the Intermediary's mandates stipulated in Item 9 of the Schedule.
69. Attvest will maintain records, including telephonic recordings and copies of electronic communications, that will be provided to the Intermediary in form and content determined by Attvest ("**ATTassist Reports**"), provided that the ATTassist Reports will at least include, as required:
 - (a) confirmation of Intermediary's clients' acceptances.
 - (b) confirmation of Intermediary's clients' decisions that they no longer require the relevant insurance policies.
 - (c) confirmation of Intermediary's clients' decisions to refuse to engage with or otherwise decline ATTassist services.

- (d) such other information and copies of records as may be agreed by Attvest and the Intermediary in the Adjustment Section of the Schedule or a separate ATTassist service level agreement.

70. The Intermediary undertakes to:

- (a) notify and train its staff with regard to the ATTassist service in order that Intermediary's staff will properly handle any enquiries from clients and to verify the legitimacy of ATTassist communications with clients.
- (b) notify its clients that they may receive a courtesy communication from ATTassist to introduce the clients to the assistance available to them with regard to the clients' preferred payment arrangement and payment for the clients' insurance policies.
- (c) adhere to a 21-day cooling off period from date of submission should the client accept a premium funding payment arrangement. The cooling-off period enables clients to change their minds after accepting a premium funding payment arrangement.
- (d) provide Attvest with sufficient client information upon request from an ATTassist service officer to effectively commence communications with the client and complete the provision of the ATTassist service.
- (e) if required by Attvest, to execute a separate ATTassist service level agreement on terms to be agreed, but in any event no less than as set out in this document.

D. ATTPay Services

71. In addition to the ATTassist services Attvest will assist the Intermediary to provide background and other funding methods, payment arrangements, payment methods, collect outstanding insurance premiums and settle insurance premiums and all related receipting and bank reconciliations by liaising with the Intermediary's clients for the Intermediary and by assisting the Intermediary using the ATTPay systems and processes, including Attvest's best practise call centres.

- (a) ATTPay services include engaging with the Intermediary's clients on the financial arrangements for the payments of insurance premiums that the Intermediary may provide or facilitate in that regard per the ATTassist services and, engaging with the Intermediary by assisting the Intermediary with the provision of payment methods, settlement of insurance premiums and all related receipting and bank reconciliations and related administrative and compliance processes.
- (b) ATTPay services are provided to the Intermediary and all of the Intermediary's clients, regardless of whether those clients of the Intermediary have received a quote for insurance premium funding from Attvest.
- (c) ATTPay services do not include any types of financial advice (general or personal advice) or legal or other types of advice. ATTassist and the ATTassist service officers operate strictly within the boundaries of automating and streamlining the Intermediary's debtor management, background funding, provision of a payment portal/gateway and in accordance with the Intermediary's mandates stipulated in Item 10 of the Schedule.

72. Attvest will maintain records, including telephonic recordings and copies of electronic communications, that will be provided to the Intermediary in form and content

determined by Attvest ("**ATTPay Reports**"), provided that the ATTPay Reports will at least include, as required:

- (a) confirmation of Intermediary's clients' acceptances.
- (b) confirmation of Intermediary's clients' decisions that they no longer require the relevant insurance policies.
- (c) confirmation of Intermediary's clients' decisions to refuse to engage with or otherwise decline ATTPay services.
- (d) receipting and bank reconciliations.
- (e) premium remittances and bank reconciliations.
- (f) intermediary remittances, if applicable.
- (g) such other information and copies of records as may be agreed by Attvest and the Intermediary in the Adjustment Section of the Schedule or a separate ATTPay service level agreement.

73. The Intermediary undertakes to:

- (a) notify and train its staff with regard to the ATTPay service in order that Intermediary's staff will properly handle any requests from ATTPay services officers or enquiries from clients and to verify the legitimacy of ATTPay communications with clients and the Intermediary.
- (b) notify its clients that they may receive a courtesy communication from ATTPay to introduce the clients to the assistance available to them with regard to the clients' preferred payment method and payment for the clients' insurance policies.
- (c) adhere to a 21-day cooling off period from date of submission should the client accept a premium funding payment method. The cooling-off period enables clients to change their minds after accepting a premium funding payment method.
- (d) provide Attvest with sufficient client information upon request from an ATTPay service officer to effectively commence communications with the client and complete the provision of the ATTPay service.
- (e) provide Attvest with sufficient information and access upon request from an ATTPay service officer to effectively provide the various payment methods, collect outstanding insurance premiums and settle insurance premiums and all related receipting and bank reconciliations afforded by the ATTPay service.
- (f) if required by Attvest, to execute a separate ATTPay service level agreement on terms to be agreed, but in any event no less than as set out in this document.

E. Fees and charges for ATTassist, ATTPay and other services

74. No fee is usually payable by the Intermediary for the use of ATTassist, ATTPay or other services under this agreement.

- (a) In certain instances there may be fees and charges related to:
 - (i) transaction costs.
 - (ii) the development or modification of an Attvest system / Attvest Software or the development or modification of an Intermediary's system / software.
- (b) Such fees and charges may arise, for example, because:
 - (i) third party transaction fees apply, such as direct debit bank fees, direct debit bank dishonour fees or AMEX commercial credit card fees (excludes Visa and Mastercard surcharges).
 - (ii) charges arise for out of scope services or the Intermediary's systems and processes require streamlining and adaptation or because the Intermediary

seeks development of bespoke integration or other information technology elements.

- (c) Such fees and charges will be:
- (i) if they are direct debit bank fees, direct debit bank dishonour fees, AMEX commercial credit card transaction fees or similar or other third party transaction fees or charges (excluding Visa and Mastercard surcharges), automatically charged to Intermediary's clients per the current third party transaction charges table as notified to the Intermediaries from time to time.
 - (ii) if they are for development of bespoke training, integration or other information technology elements or similar or other out of scope services, charged as agreed by the parties and recorded in the Adjustment Section of the Schedule or in an applicable service level agreement.

F. Application of Part IV to ATTassist services

75. Part IV of this document is repeated here with the substitution of the word "ATTassist" for the word "BASE" and shall otherwise apply to the ATTassist services.

G. Application of Part IV to ATTpay services

76. Part IV of this document is repeated here with the substitution of the word "ATTpay" for the word "BASE" and shall otherwise apply to the ATTpay services.

VI. WHAT WILL THE PARTIES DO IF THEIR AGREEMENT BREAKS DOWN IN THE FUTURE?

A. Disputes

77. The parties agree that a dispute arising under this agreement will be dealt with as follows:
- (a) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute.
 - (b) within five (5) business days, each party will nominate a representative not having any prior involvement in the dispute.
 - (c) the representatives will try to settle the dispute by direct negotiation between them.
 - (d) if a resolution is not reached within a further five (5) business days, either party may commence proceedings under the NIBA Code, if applicable, or legal proceedings.
78. This disputes arrangement does not apply to legal proceedings by either party seeking urgent interlocutory relief.

B. Termination

79. Without limiting the generality of any other clause in this agreement, Attvest may terminate this agreement immediately by notice in writing if:
- (a) the Intermediary has ceased to be accredited (the obligation to be an accredited Intermediary being a fundamental and essential condition of this agreement in that were it not agreed by the parties as being so fundamental and essential Attvest would not have entered into this agreement).
 - (b) the Intermediary is in breach of any other term of this agreement and such breach is not remedied within five (5) business days of notification by Attvest.
 - (c) the Intermediary becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration including under the control of an administrator, controller, liquidator, provisional liquidator or official manager within the meaning of the *Corporations Act (Cth)* 2001.

- (d) the Intermediary, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving.
 - (e) the Intermediary, being a natural person, dies.
80. If notice is given to the Intermediary pursuant to termination, Attvest may, in addition to terminating this agreement:
- (a) repossess any copies (including electronic copies) of BASE, ATTassist, ATTpay, the Materials or Attvest Software in the possession, custody or control of the Intermediary.
 - (b) be regarded as discharged from any further obligations under this agreement.
 - (c) pursue any additional or other remedies provided by law.

81. Notwithstanding the termination of this agreement or the provisions of paragraph 80, in the event that Attvest has been providing ATTassist / ATTpay services to the Intermediary, Attvest will compile a final set of ATTassist Reports / ATTpay Reports and provide those final records to the Intermediary within 30 days of the termination of the agreement.

C. Implied Terms and Liability

82. To the fullest extent of the law, all conditions, warranties, terms, undertakings, duties and obligations express or implied by law in any way relating to goods or services supplied by Attvest to the Intermediary under this agreement are hereby excluded.
83. Where legislation implies in this agreement any warranties, terms, undertakings, duties and obligations and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such warranties, terms, undertakings, duties and obligations, the warranties, terms, undertakings, duties and obligations express or implied by law shall be deemed to be included in this agreement. However, the liability of Attvest for any breach of such warranties, terms, undertakings, duties and obligations shall be limited to the extent specified in this agreement.
84. Attvest's liability in contract, tort or otherwise to the Intermediary or any other persons in respect of any loss or damage (including consequential loss or damage, accidental loss or damage including loss of profit, business, revenue or anticipated savings and any costs, claims or demands) which may be suffered or incurred or which may arise directly or indirectly in respect of goods or services supplied pursuant to this agreement or in respect of a failure on the part of Attvest to perform or comply with its obligations under this agreement or any error, omission or inaccuracy (whether negligent or not) on the part of Attvest, shall be limited to, at the option of Attvest, to the repair or replacement of the goods; the supply of equivalent goods; the cost of repairing or replacing the goods or acquiring equivalent goods; the supply of the services or the payment of the cost of re-supplying those services as the case may be.
85. The Intermediary shall at all times indemnify and hold harmless Attvest and its officers, employees and agents ("those indemnified") from and against any loss (including legal costs and expenses) or liability incurred or suffered by any of those indemnified arising from any proceedings against those indemnified where such loss or liability was

caused by a breach by the Intermediary of its obligations under this agreement, or any wilful, unlawful or negligent act or omission of the Intermediary.

86. Any express statement of a Attvest's rights under this agreement is without prejudice to any of Attvest's other rights at law.

VII. WHAT ARE THE PROCEDURAL RULES OF THE AGREEMENT?

A. Notices

87. Notices under this agreement may be delivered by hand, by mail or by email to the addresses specified on the first page and the Execution Page of the RIA (in the case of Attvest) or in Item 1 of the Schedule (in the case of the Intermediary). A party may change its nominated address on seven (7) days' notice to the other party.
88. The parties agree that all notices, processes, including complaints, disputes, and court processes, may be duly given or served on the respective party by electronic means and shall be deemed to be duly given or served:
- (a) in the case of hand delivery, upon written acknowledgment of receipt by an officer or other duly authorised employee, agent or representative of the receiving party;
 - (b) in the case of posting, three days after dispatch;
 - (c) in the case of email, upon receipt of transmission if received on a business day or otherwise on commencement of the first business day following transmission.

B. Electronic Communications

89. If the Intermediary sends electronic communications:
- (a) the Intermediary acknowledges that there are risks in communicating in this manner and agrees that it is responsible for those risks.
 - (b) the Intermediary must comply with any security measures agreed with Attvest under this agreement ("**security procedures**").
 - (c) if Attvest receives an electronic communication it believes to be genuine, complete and which complies with the security procedures (if any):
 - (i) Attvest need not verify the authenticity or completeness of the communication, even if the communication instructs Attvest to make a payment; and
 - (ii) any such communication will be treated as authorised by the Intermediary and its client and will be binding on them.
 - (d) Attvest may give the Intermediary notice at any time that it will no longer accept any or specified electronic communications. The notice is effective from when it is received by the Intermediary until Attvest notifies the Intermediary in writing that it will accept electronic communications again.

C. Other

90. This agreement does not create a relationship of employment, agency, partnership or joint venture between the parties.
91. Attvest shall not be liable for any delay or failure to perform its obligations pursuant to this agreement if such delay is due to Force Majeure.
92. The Intermediary warrants that it has not relied on any representation made by Attvest which has not been stated expressly in this agreement or upon any

descriptions, illustrations or specifications contained in any document including Materials, information sheets, presentations, bulletins or publicity material produced by Attvest.

93. This agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.
94. If any provision of this agreement is held invalid, unenforceable or illegal for any reason, the agreement shall remain otherwise in full force apart from such provisions which shall be deemed deleted.
95. Where any conflict occurs between the clauses of this document and the RIA, the RIA shall where possible be read down to resolve such conflict. If the conflict remains incapable of resolution by reading down, the conflicting provisions shall be severed from the RIA without otherwise diminishing the enforceability of the remaining provisions the RIA.
96. The benefit of this agreement shall not be assigned, transferred, sub-licensed or otherwise disposed of by the Intermediary without the prior written consent of Attvest. Where Attvest decides to consent to the assignment or novation of this agreement by the Intermediary, the granting of such consent may be made subject to such conditions as Attvest chooses to impose.
97. No right under this agreement shall be deemed to be waived except by notice in writing signed by each party. A waiver made by Attvest will not prejudice its rights in respect of any subsequent breach of the agreement by the Intermediary. Any failure by Attvest to enforce any clause of this agreement, or any forbearance, delay or indulgence granted by Attvest to the Intermediary, will not be construed as a waiver of Attvest's rights under this agreement.
98. The provisions of this agreement, shall not be varied, except by agreement in writing signed by the parties. If either party wishes to vary the agreement, the proposing party shall –
- (a) submit a copy of the proposed variations to the other party ("**the receiving party**"), specifying a reasonable period in which the receiving party is to provide written notice of acceptance or rejection of the proposal;
 - (b) if the receiving party accepts the variations, the agreement shall be deemed to be so amended from the date of acceptance.
 - (c) if the receiving party rejects the proposed variations, each party shall perform the agreement in accordance with the unvaried terms.
99. This agreement shall enure to the benefit of and be binding upon the parties and their successors, trustees, permitted assigns or receivers but shall not enure to the benefit of any other person. The covenants, conditions and provisions of this agreement which are capable of having effect after the expiration of this agreement shall remain in full force and effect and shall not merge following the expiration of the agreement.

CONCLUSION

100. Each party will bear their own legal costs incurred of and incidental to the preparation, negotiation, and execution of this agreement.

101. Each party must do or refrain from doing (as the case may be) any act or thing and sign any documents necessary or desirable to give full effect to any of the provisions of this agreement. Each party must promptly execute all documents and do all things that the other party from time to time reasonably requests to effect, perfect or complete this agreement and all transactions incidental to it.
102. This agreement shall be governed by and construed according to the law of the State of Queensland and the parties agree to the non-exclusive jurisdiction of the courts of that State and the courts of appeal therefrom.



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