

Please read this document carefully. It is an agreement which contains important information about your legal rights and obligations in relation to the referral of Guild's pet insurance product.

This document, together with the Acceptance Form duly signed by the Referrer specified in the Acceptance Form, records the agreement (Agreement) between Guild Insurance Limited ABN 55 004 538 868 (Guild, we, us, our) and the Referrer (Referrer, you, your) in respect of the referral by you to us of your clients who express an interest in acquiring our Guild pet insurance product and related services (Guild Product).

With effect on and from the execution by you of this Agreement and its delivery to us, we appoint you as our product referrer in relation to the Guild Product. You are not our authorised representative, and you are not authorised to do anything on our behalf other than refer your clients to us for advice on and/or to purchase the Guild Product in strict accordance with this Agreement.

Commencement and Termination

This Agreement commences from the date you execute this Agreement and deliver it to us, and is contingent upon, and you warrant that you hold, either:

- i. membership of the Australian Veterinary Association (AVA); or
- ii. professional indemnity or business insurance with Guild, and will continue:
 - i. for as long as your AVA membership is valid; or
 - ii. for as long as your policy with Guild remains in force; or
 - iii. until this Agreement is validly terminated.

Either party may (without affecting the accrued rights and obligations of the parties as at the date of termination) terminate this Agreement by giving the other party at least one month's written notice of termination. We may also terminate this Agreement immediately by giving you written notice if you:

- a. breach this Agreement and the breach cannot be remedied, or if it can, you do not remedy the breach within one week after we give you written notice requiring you to do so;
- b. you are subject to some form of insolvency administration; or
- c. you do something which in our reasonable opinion adversely affects our reputation.

This Agreement is automatically terminated if our AFSL is cancelled or no longer permits us to provide financial services in respect of the Guild Product.

On termination of this Agreement the indemnity in paragraph (f), and the obligations in paragraphs (g), (h) and (i), under 'Your obligations' continue.

Your Role

Your role and the role of your Representatives must be limited to one of a product referrer only. To undertake that role, you may only:

- a. give factual information about the Guild Product to a client. You must not offer advice, make a recommendation or give an opinion that may influence your client's decision to purchase the Guild Product; and
- b. refer the client to us for the purpose of obtaining advice about and/or acquiring the Guild Product.

We will provide you with our policies, procedures and guidelines from time to time in relation to the referring process for the Guild Product, which you must comply with. You must not provide to clients any information about us or the Guild Product which has not first been approved by us.

Your obligations

You must:

- a. act with good faith in relation to this Agreement;
- b. only act as a product Referrer in accordance with 'Your Role' as set out on page 1 of this Agreement;
- c. only use and issue to your clients information about the Guild Product that has been provided or approved by us;
- d. allow us to market our insurance products and services to our joint clients directly;
- e. actively ensure that your employees, agents and other representatives (Representatives) understand and comply with the terms of this Agreement and do not hold themselves out as being our agents or employees;
- f. indemnify us and our employees, officers and agents against any loss or liability we or they suffer or incur that arises, directly or indirectly, out of or in connection with any unlawful or negligent act or omission by you or your Representatives in the performance of this Agreement, or any breach by you of this Agreement. We hold the benefit of this indemnity on trust for our employees, officers and agents, and the extent of this indemnity is reduced proportionally to the extent that such loss or liability is due to any unlawful, wrongful, or negligent act or omission on your part;
- g. comply with all applicable legal and regulatory requirements relevant to your referral of the Guild Product and this Agreement, and with our auditing and monitoring requirements, which remain in force during and after the termination of this Agreement (as specified by the Corporations Act 2001);
- h. comply with the Privacy Act 1988 and the Australian Privacy Principles, and must do all that is reasonably needed on your part to enable us to comply with them;
- i. upon termination of this Agreement, return to us at your expense all documents, materials and information in your possession or control about our insurance products and services that we have provided to you; and,
- j. ensure that You and your Representatives do not represent that you or they act for or on our behalf, or that you or they have authority to act for or on our behalf except as expressly set out in this Agreement. This Agreement allows you to act as our product Referrer only, and not any other kind of authorised representative (as defined in the Corporations Act 2001).

Your warranties

- a. You warrant that none of you, your related bodies corporate or any of your Representatives (together Relevant Parties, and each a Relevant Party) has directly or indirectly:
 - i. promised, offered, made or authorised the payment or giving of anything of value (including but not limited to any fee, gift, sample, travel expense, entertainment, service, equipment, loan, debt forgiveness, donation, grant, or other payment or support), to any officer, or employee of a Government Authority, any person acting for or on behalf of any Government Authority, any political party or official thereof or any candidate for political office, or any agent or other person acting at the suggestion, request, direction or for the benefit of any of these persons to obtain support for executive, legislative, judicial, regulatory, administrative or other action that may be to the benefit of a Relevant Party and that may constitute bribery or a corrupt payment; or
 - ii. promised, offered, made or authorised the payment or giving of anything of value (including but not limited to any bribe, rebate, payoff, influence payment, kickback or any other payment or support of a similar or comparable nature) to any person to obtain favourable treatment in securing or retaining business for any Relevant Party.
- b. You warrant that during the last 5 years:
 - i. no Proceeding has been issued or threatened to be issued against a Relevant Party concerning the business of a Relevant Party, and
 - ii. the Relevant Parties (or any one of them) have not undertaken any internal investigation or made a disclosure to any Government Authority with respect to any alleged act or omission resulting in bribery or corrupt payments arising under any applicable laws.
- c. If the circumstances of a Relevant Party change in relation to activities relating to a Government Authority, you must notify (or procure that your related bodies corporate or Representatives notify) us immediately in order that we may take whatever actions may be appropriate to ensure that we remain in compliance with all applicable anti-bribery laws, regulations and administrative requirements. This may result in us, in our absolute discretion, terminating this Agreement with immediate effect.
- d. For the purposes of this section 'Your warranties' the following terms have the following meanings:

Government Authority means any Australian or foreign government agency, instrumentality, subdivision or other body on any national, state or local level exercising judicial, regulatory or administrative functions, including (without limitation) regulatory bodies, quasi-governmental bodies, government owned or controlled enterprises and supranational bodies exercising such functions for a sovereign state.

Proceeding means any action, claim, demand, suit, proceeding, citation, summons, subpoena, inquiry or investigation of any nature, whether civil, criminal, regulatory or otherwise, whether formal or informal, in law or equity, ordered or commissioned

by any Government Authority in respect of bribery and corruption payments.

Some things you must not do

You must not:

- a. provide recommendations, representations, opinions or advice about the Guild Product;
- b. incur any debt or bind us in any way

Our Obligations

We must:

- a. act with good faith in relation to this Agreement;
- b. provide you with relevant and appropriate training and supervision;
- c. provide you with product information and relevant promotional material in relation to the Guild Product;
- d. comply with all applicable legal and regulatory requirements relevant to the Guild Product and this Agreement; and
- e. comply with the Privacy Act 1988 and the Australian Privacy Principles, and must do all that is reasonably needed on our part to enable you to comply with them;

Variation

There may be circumstances when we will need to vary this Agreement. We reserve the right to vary this Agreement, and if we need to do this we will give you at least one month's notice in writing of the proposed variation before it becomes effective.

Accepting our offer

- a. To accept our offer to appoint you as our product Referrer on the terms set out above and in the Acceptance Form, please sign and return to us the attached Acceptance Form, using one of the following methods:
- b. Please print the Acceptance Form and physically sign in the spaces provided, scan the document and return to us by email; or
- c. Please electronically sign the Acceptance Form by either:
 - i. placing or drawing your electronic signature in the spaces provided; or
 - ii. typing your name in the spaces provided.
- d. The parties agree and consent to this Agreement being signed and accepted using any of the above methods in paragraphs b and c.
- e. In signing using the above methods, the Authorised Officer warrants that they are authorised to do so on behalf of the Referrer.
- f. In signing per (b), the Authorised Officer warrants that they have signed themselves, or have authorised another to sign electronically on their behalf.