



Distributor Agreement with Aon Risk Services Australia Limited (Aon) – New Agents

Version 3.0/10072007

Please read this agreement, which requires your action, as it contains important information about your legal rights and responsibilities in the distribution of Aon insurance products.

This Distributor Agreement together with your signed Aon Distributor Agreement Acceptance Form (**Agreement**) records our agreement with you in respect of the following Aon residential property insurance products and services (**Aon Products**):

- Residential landlords' insurance
- Home building insurance
- Home contents insurance (for both owners and tenants)
- Residential strata insurance

By completing and complying with this Agreement, Aon appoints you as our agent to act as a representative under ASIC Class Order 05/1070 in relation to the Aon Products (**Distributor**). No authority is hereby given to you other than for *dealing in financial products* in accordance with the Corporations Act 2001 (Cth) (**Act**).

Commencement and Termination

This Agreement will commence from the date you have signed the Aon Distributor Agreement Acceptance Form (attached) and will continue until this Agreement is validly terminated.

Either party may terminate this Agreement by giving the other party at least one month's notice in writing of their intention to terminate. Alternatively, Aon may terminate this Agreement immediately if you are in breach of this Agreement. All written notices, if sent by standard post, will be deemed to have been received by the other party three (3) business days after the date of posting.

Your Role

Your role and the role of your representatives must be limited to one of a **Distributor** only. To play the role of a Distributor, you must restrict your conduct to the following:-

- You can only give factual information to a client. You cannot offer advice, make a recommendation or give an opinion that may influence your client's decision to purchase an Aon Product.
- You can deal in Aon Products if your client asks you to do so. Dealing includes issuing, varying, selling, acquiring and applying for Aon Products.
- Before or at the point of sale of the Aon Products, you must tell your clients:
 - you act as our Distributor in respect of the Aon Products;
 - the remuneration (if any) you receive from us if they accept Aon's offer of insurance; and
 - the availability of the Aon's dispute resolution system to the client.

We will agree with you on the distribution process for each Aon Product and you must not provide any information about us or the Aon Products which has not first been approved by us. In this way we can assist you to keep your conduct within the Distributor framework of the Act.

Payment of Commission

In return for acting as our **Distributor** and following your responsibilities in this Agreement, if you have elected to receive commission, we will pay you the following rates of commission based on premiums paid by your clients for the Aon Products:

Landlord Property One or Rental Protection Plus	7.5%
Home building insurance	5.0%
Home contents insurance	5.0%
Residential strata insurance	5.0%

The percentages shown are a percentage of all premiums paid (less returns if applicable) and received by us from your client excluding stamp duty, fire services levy and Goods and Service Tax (**GST**). Your entitlement to commission does not arise until the relevant contract of insurance has been entered into and your client has paid the total annual premium.

Your right to payment applies to new policies and future renewals of those policies for clients introduced by you under this Agreement. Payment of future renewals will be reviewed based on the continuing relationship between you and your client. No commission or other remuneration shall be payable to you in respect of an Aon Product that is renewed by your client after this Agreement is terminated.

We may offset all or part of any commission that is or becomes payable by us to you against any debt you owe us.

You must not charge or receive any other payment or benefit from any client in relation to the Aon Products without our prior written consent.

GST

We will also pay you an amount equal to the GST on taxable supplies made by you to us in relation to the insurance under this Agreement. To assist with our respective GST obligations we will prepare each month a recipient created tax invoice (**RCTI**) for your services.

For this purpose, you must complete, sign and return the attached *Agreement to Issue Recipient Created Tax Invoice* which includes a Bank Account Authorisation (**RCTI agreement**).

Your obligations

You must:

- (a) act with good faith in relation to this Agreement;
- (b) only act in the way permitted as set out under the heading 'Your Role' in this Agreement and any other reasonable guidelines and manuals we provide to you from time to time;
- (c) only use and issue to your clients information about Aon Products that has been provided or approved by us;
- (d) allow us to market our insurance products and services to your 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 against any loss or liability we suffer that arises, directly or indirectly, out of any act or omission by you or your Representatives in relation to this Agreement, including any breach by you or your Representatives of this Agreement;
- (g) comply with all applicable legal and regulatory requirements to 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 Act;
- (h) For the purposes of clauses h to k, 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 basis exercising legislative, judicial, regulatory or administrative functions, including but not limited to any:

- (1) regulatory bodies,
- (2) quasi governmental bodies,
- (3) enterprises which are owned or controlled by a government, and
- (4) 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.

- (i) You warrant that neither you, your related bodies corporate nor any of your Representatives (**Relevant Parties (and each a Relevant Party)**) has directly or indirectly:
 - (1) promised, offered, made or authorised the payment or giving of anything of value payments (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:
 - (i) officer, or employee of a Governmental Authority,
 - (ii) any person acting for or on behalf of any Governmental Authority,

- (iii) political party or official thereof or any candidate for political office, or
- (iv) agent or other person acting at the suggestion, request, direction or for the benefit of any of the persons described in paragraphs (i) – (iv) above,

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

- (2) 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.

(j) You warrant that during the last 5 years:

- (1) no Proceeding has been issued or threatened to be issued against a Relevant Party concerning the business of a Relevant Party, and
- (2) the Relevant Parties (or any one of them) have not undertaken any internal investigation or made a disclosure to any Governmental Authority with respect to any alleged act or omission resulting in bribery or corrupt payments arising under any applicable laws.

(k) If the circumstances of a Relevant Party changes in relation to activities relating to a Government Authority, you must notify (or procure that your related bodies corporate or Representatives notify) Aon immediately in order that Aon may take whatever actions may be appropriate to ensure that Aon remains in compliance with all applicable anti-bribery laws, regulations and administrative requirements. This may result in Aon, at its absolute discretion, terminating this Agreement with immediate effect.

(l) comply with the *Privacy Act 1988* and the National Privacy Principles, and must do all that is reasonably needed on your part to enable Aon to comply with them; and

(m) upon termination of this Agreement, return to us at your expense all information in your possession about our insurance products and services that has been provided to you by us.

You must not:

- (a) represent that you act for or on our behalf, or that you 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 Distributor and not as our Authorised Representative (as defined in the Act);
- (b) provide recommendations, representations, opinions or advice about the Aon Products or incur any debt or bind us in any way; or
- (c) appoint a sub-agent without our prior approval in writing.

Our obligations

We must:

- (a) act with good faith in relation to this Agreement;
- (b) administer your commission account efficiently and pay commission owed under this Agreement on a monthly basis;
- (c) provide you with product information and relevant promotional material;
- (d) comply with all applicable legal and regulatory requirements to this Agreement;
- (e) comply with the *Privacy Act 1988* and the National Privacy Principles, and must do all that is reasonably needed on our part to enable you to comply with them; and
- (f) upon termination of this Agreement, account for all commission due to you within 60 days.

Variation

There may be circumstances when we will need to alter our Agreement with you. We reserve the right to alter our Agreement and if we need to do this we will provide you with at least one month's notice in writing of the proposed change.

Accepting our Agreement

To accept the appointment as our Distributor, please sign and return your attached Aon Distributor Agreement Acceptance Form.



Part 1: Aon Distributor Agreement Acceptance Form	Date: / /
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Real Estate Agency Details:	Company / Partnership / Sole Trader / Trust (please circle)
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Entity Name:			
Trading Name:			
ABN:	(NB: This form will not be process without a valid ABN)		
Street Address:			
Suburb & State:		Postcode	
Postal Address:	P.O. Box		
Suburb & State:		Postcode	
Telephone:	()	Fax:	()
Office email:			
Principal's name:			
Principal's email:			
Property Manager's name:			
Property Manager's email:			
Number of properties under management:			

Do you wish to receive commission for premiums paid by your clients for their Aon Products as detailed in our Distributor Agreement? **YES** or **NO** (please circle)

Acceptance and Signature

Acceptance of Aon Distributor Agreement (ver 3.0/10072007) with Aon Risk Services Australia Limited ABN17 000 434 720 (Aon) for certain Aon Products (the Distributor Agreement).

By signing this acceptance form, I (on behalf of the above named real estate agent) confirms that:

1. I have received and read a copy of the above Aon Distributor Agreement;
2. I agree to be bound by the terms and conditions of the Distributor Agreement; and
3. declare that all the details given on this form are true and correct.

SIGNED for and on behalf of the above named real estate agent:

Signature of Authorised Officer:	
Name of Authorised Officer (printed):	
Title of Authorised Officer:	

Part 2: Agreement to Issue Recipient Created Tax Invoices	Only complete this section if you answered YES to receiving commission for premiums
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This agreement is made between Aon Risk Services Australia Limited (Aon) and the Supplier as noted below.

1. **Aon** acknowledges and warrants that:
 - (i) It is registered for GST at the time of entering into this agreement and will notify the Supplier if it ceases to be registered.
 - (ii) Aon's ABN is 17 000 434 720.
 - (iii) It indemnifies the Supplier for any liability for GST and penalty that may arise from an understatement of the GST payable on any supply for which it issues a Recipient Created Tax Invoice.
2. **The Supplier** acknowledges and warrants that:
 - (i) Aon may issue tax invoices in respect of the supplies.
 - (ii) It will not issue tax invoices in respect of the supplies.
 - (iii) It is registered for GST at the time of entering in to this agreement and will notify Aon if it ceases to be registered.
 - (iv) The Supplier's Australian Business Number as supplied above is correct.

Aon Acknowledgement: SIGNED for and on behalf of **Aon** by its Authorised Representative:

Signature:		Name:	Raymond Van Dam	Date:	31 st August 2010
Signature of Supplier: (Real Estate Agent)				Date:	

Please complete below with your bank account details to enable us to make commission payments:

Payments - Account Name:			
BSB:		A/C Number:	

ON COMPLETION: Please scan and email this form to: au.realestate@aon.com or post back to: Aon Risk Services, GPO Box 1230, Melbourne, Vic, 3001