

Agent Representative Application Form

Agent Details	
Full legal entity name:	
Trading name (if applicable):	
Business Details	
Owner/Director:	
Trading address:	
Registered address:	
ABN:	
Qualification	
Education Agent (QEAC, PIER)	
Migration Agent (MARN)	
Migration Lawyer (Practising certificate and State registered)	
Migration Alliance Member (MARA)	
Public liability insurance	
Company	
Value	
Policy dates	
Agent Registration	
Name:	
Email:	
Telephone:	
Website:	
Agent Portal User Details	
Name:	
Email:	
Position:	
Additional Comments	

Deed of Accession



Allianz
Partners

Date	
Parties	
1.	ABN of (Sub-Agent).
Recitals	
A	AWP Australia Pty Ltd ABN 52 097 227 177 (AWP) and Legal Training Australia Pty Ltd ABN 81 151 154 639 (Agent) are parties to a Domestic agent agreement OSHC and OVHC with a commencement date of 01/09/2023 as set out in Annexure 1 of this Deed (Agreement).
B	Under clause 36 of the Agreement, a sub-agent of the Agent may have the same rights and obligations of the Agent under the Agreement by delivering an executed deed of accession in the manner and form prescribed by AWP.
C	The Sub-Agent intends to accede to the Agreement and to be bound by all of the obligations of the Agent under the Agreement on the terms set out in this Deed.

THE SUB-AGENT AGREES as follows:

- Words and expressions used but not defined in this Deed shall have the meaning given to them in the Agreement.
- This Deed will commence on and will continue for the duration of the Agreement, unless AWP terminates the Agreement or this Deed in accordance with clause 32 of the Agreement.
- Subject to clause 4 of this Deed, upon delivering an executed Deed to AWP, the Sub-Agent will be deemed to be a party to the Agreement and will have the same rights and obligations of the Agent under the Agreement.
- Despite anything in the Agreement to the contrary, the Sub-Agent agrees that it is not entitled to payment from AWP for arranging or selling AWP Products. Any arrangements to remunerate the Sub-Agent are entirely a matter between the Sub-Agent and the Agent.
- By acceding to the Agreement in accordance with clause 36, the Sub-Agent and the Agent will be jointly and severally liable to AWP under the Agreement.
- The Sub-Agent acknowledges that AWP may terminate the Agreement or this Deed at any time and for its absolute convenience by giving the Sub-Agent at least 60 days' written notice under clause 32.5 of the Agreement.
- Any notices required to be given under this Deed will be given in accordance with clause 36 of the Agreement.
- The Sub-Agent warrants and represents that on a continuing basis that:
 - the Sub-Agent has obtained its own independent professional advice about performing all of the obligations of the Agent under the Agreement;
 - it has the right to enter into this Deed and the ability to perform all of its obligations under the Agreement and is not aware of any matter or arrangement that would limit its right to fully perform its obligations under the Agreement;
 - by executing this Deed, each signatory is authorised to sign this Deed for and on behalf of the Sub-Agent; and
 - this Deed is valid and binding upon it.

9. The laws of Queensland govern this Deed. The parties submit to the non-exclusive jurisdiction of the courts of Queensland, Australia.

EXECUTED AS A DEED POLL

Signed, sealed and delivered for and on behalf
of
by its authorised
representative in the presence of:

.....
Signature of witness

.....
Signature of authorised representative

.....
Name of witness(print)

.....
Name of authorised representative (print)

.....
Date

.....
Date

Domestic Agent Agreement Overseas Student Health Cover and Overseas Visitors Health Cover



[Legal Training Australia Pty Ltd]

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Parties

- (1) **[Legal Training Australia Pty Ltd** ABN 81 151 154 639 **III of [Suite 302, Level 3, 276 Pitt Street, Sydney NSW 2000] (Agent)**
- (2) **AWP Australia Pty Ltd** (ACN 097 227 177) trading as Allianz Partners of Level 16, 310 Ann Street, Brisbane QLD 4000 (**AWP**)

Background

- A. The Commonwealth requires as a condition of student visas issued under the *Migration Act 1958* (Cth) that overseas students and their dependents are covered by adequate health insurance for the period of time during which they are in Australia, which among other things ensures that overseas students have access to affordable medical and hospital treatment while studying in Australia.
- B. Peoplecare Health Limited ACN 087 648 753 (**Peoplecare**) is a registered private health insurer under the *Private Health Insurance Act 2007* (Cth), and is entitled to provide OSHC pursuant to the terms of the Deed and in accordance with the applicable rules made under the *Private Health Insurance Act 2007* (Cth).
- C. Peoplecare has agreed to underwrite OSHC and OVHC for AWP.
- D. The Agent assists Students and Visitors who wish to study in Australia with services such as obtaining visas, enrolment into Australian educational institutions and obtaining health insurance as required. The Agent is engaged by the Customers to carry out these services.
- E. The parties are committed to improving OSHC processes and services for the benefit of Customers. In addition to OSHC, AWP also provides OVHC products under its arrangements with Peoplecare.
- F. To this end, the Agent has selected AWP as its preferred provider of OSHC and OVHC for the Customers.
- G. The parties agree to establish a preferred provider arrangement for OSHC and OVHC on the terms and conditions in this Agreement.

Operative Provisions

1. Definitions and interpretation

1.1 Definitions

- a) **Account** means the bank account specified in Item 4 of Schedule 1.
- b) **Agent Trade Mark** means any trademark (both registered and unregistered) owned or used by the Agent or its Related Bodies Corporate from time to time.

- c) **Agreement** means this document including all schedules, attachments and annexures.
- d) **Allianz Care OSHC** means the Allianz Care OSHC product or products which the Agent is permitted to arrange for a Student under this Agreement, as notified to the Agent by AWP from time to time.
- e) **Allianz Care OVHC** means the Allianz Care OVHC product or products which the Agent is permitted to arrange for a Visitor under this Agreement, as notified to the Agent by AWP from time to time.
- f) **AWP Products** means Allianz Care OSHC and Allianz Care OVHC.
- g) **AWP Trade Mark** means any trademark (both registered and unregistered) owned or used by AWP or its Related Bodies Corporate from time to time.
- h) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.
- i) **Commencement Date** means the date specified in Item 1 of Schedule 1.
- j) **Commission** means the fees specified in Schedule 4 (which are GST inclusive). Commission is not payable on policies that have been refunded to Customers.
- k) **Commonwealth** means the Commonwealth of Australia.
- l) **Confidential Information** of a party means all information which is either treated by that party as being, or which could reasonably be understood by the other party to be, confidential to that party and of which the other party becomes aware, whether before or after the date of this Agreement, and includes but is not limited to:
 - (i) all business information and information about business processes and methods, including information about key personnel;
 - (ii) all business strategies, plans, documents and financial information, including customer lists and customer data, sales figures, marketing information, computer records, software, trade secrets, designs, and all other documents, records and information of the party which is of a confidential nature (and in respect of AWP includes Customer Data); and
 - (iii) the terms of this Agreement (including any written or oral agreements, negotiations or information in relation to this Agreement),

but does not include information that is publicly available (other than as a result of a breach of confidentiality by the other party or any of its disclosees, or information that the other party creates (whether alone or jointly with any third person) independently of the party.

- m) **Customer** includes a Student and a Visitor as the context requires.
- n) **Customer Data** means all information (including without limitation, details of and information relating to Students and Visitors) provided to or collected by AWP or the Agent in connection with the arrangements contemplated by this Agreement.
- o) **Customer Data Schedules** means a schedule containing details of Customers who wish to purchase, renew or extend an Allianz Care OSHC or Allianz Care OVHC policy.
- p) **Deed** means the deed between Peoplecare and the Commonwealth in relation to the provision of overseas student health cover that commenced on 1 July 2022, as amended from time to time, the form of which as at the date of this Agreement is set out at <https://www.health.gov.au/resources/publications/deed-for-the-provision-of-overseas-student-health-cover-1-july-2022>
- q) **Force Majeure Event** means an occurrence or circumstance beyond the reasonable control of a party (or its contractors or agents) affected by it and includes, but is not limited to:
 - (i) an act of God;
 - (ii) a storm, tempest, fire, flood, earthquake or other natural calamity;
 - (iii) a war (declared or undeclared), riot, insurrection, vandalism, terrorism or sabotage;
 - (iv) a strike, lockout, ban or other industrial disturbance; or
 - (v) a change in law, rule or regulation of any government or governmental agency and executive or administrative order or act of general or particular application.
- r) **Further Term** means the period specified in Item 3 of Schedule 1.
- s) **GDPR** means the General Data Protection Regulation 2016/679 of 27 April 2016 and any European Union or EU Member State legislation, regulation, recommendation or opinion replacing, adding to or amending, extending, repealing or consolidating the General Data Protection Regulation.
- t) **GST** has the same meaning given to in *A New Tax System (Goods and Services Tax) Act 1999* as amended (**GST Act**) and words used in this Agreement which have a particular meaning in the GST Act (and any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning unless the context otherwise requires.
- u) **Initial Term** means the period specified in Item 2 of Schedule 1.

- v) **Insolvency Event** in relation to a person means anything that reasonably indicates that there is a significant risk that that person is or will become unable to pay its debts as they fall due. This includes any of the following:
 - (i) a meeting of the person's creditors being called or held;
 - (ii) a step being taken to make the person bankrupt;
 - (iii) an application is presented or an order is made for the sequestration of the person's estate;
 - (iv) a step being taken to wind the person up;
 - (v) a step being taken to have a receiver, receiver and manager, administrator, liquidator or provisional liquidator appointed to the person or any of its assets or such an appointment taking place;
 - (vi) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors;
 - (vii) the person ceases or threatens to cease to carry on its main business.
- w) **Intellectual Property** includes:
 - (i) all rights of ownership created under or by copyright, design registration, business name registration, patent registration and trade mark registration;
 - (ii) the exclusive entitlement to claim ownership of rights created under or by copyright, design registration, business name registration, patent registration and trade mark registration;
 - (iii) the exclusive entitlement to register designs, business names, patents and trademarks; and
 - (iv) all other rights in intangible property including rights in present and future intangible property and rights in information granted by law or equity from time to time under the law of any jurisdiction throughout the world.
- x) **Management Agreement** means the management agreement between AWP and Peoplecare, dated 1 July 2022 (as amended).
- y) **Material Change** means any material change in circumstances that directly or indirectly affects the provision of the AWP Products through the Agent such that it impacts on the commercial viability or legality of distributing the AWP Products pursuant to this Agreement. Material changes in circumstances include, without limitation the following:
 - (i) increased claims costs for Customers covered under the AWP Products through the Agent;

- (ii) decreased numbers of Customers purchasing the AWP Products through the Agent; and
 - (iii) increases in hospital fee rates as affected by State, Territory or Federal Government determinations or decisions.
- z) **Material Obligation** means an obligation (whether contained in this Agreement or at law) the breach of which is reasonably likely to result in material loss or cause material damage of a financial nature to, or materially adversely affect the reputation or goodwill of, the other party.
- aa) **Membership Card** means either a card or an electronic card issued by AWP directly to a Customer who purchases an AWP Product.
- bb) **Net Premium** means the Premium for an Allianz Care OSHC policy less the amount of Commission.
- cc) **OSHC** means overseas student health cover provided pursuant to the Deed or any other deed between the Commonwealth and a third party on terms that are the same as or similar to the terms of the Deed.
- dd) **OVHC** means overseas visitors health cover which meets the requirements of Visa Condition 8501 to hold adequate health insurance while in Australia or such other eligible persons as advised by AWP from time to time.
- ee) **PCI Procedures** means version 3.2 of the *Payment Card Industry (PCI) Data Security Standard Requirements and Security Assessment Procedures* (as amended or replaced from time to time) issued by the PCI Security Standards Council in relation to the storage, processing and transmission of cardholder data, and words used in this Agreement which have a particular meaning in the PCI Procedures and the PCI DSS and PA-DSS Glossary of Terms, Abbreviations, and Acronyms (refer to <http://www.pcisecuritystandards.org>) have the same meaning unless the context otherwise requires.
- ff) **Peoplecare** means Peoplecare Health Limited ACN 087 648 753, a private health insurer under the Private Health Insurance Act 2007 (Cth), who is entitled to provide OSHC pursuant to the terms of the Deed and in accordance with the applicable rules made under the Private Health Insurance Act 2007 (Cth).
- gg) **Personal Information** has the meaning assigned to the term by the Privacy Act from time to time.
- hh) **Policy Documents** means the policy wording and certificate of insurance for Allianz Care OSHC or Allianz Care OVHC (as the context requires) as amended from time to time.
- ii) **Premium** means the premium payable by a Student or Visitor for an Allianz Care OSHC product or an Allianz Care OVHC product as the case may be as notified to the Agent by AWP from time to time.

- jj) **Privacy Act** means Privacy Act 1988 (Cth).
- kk) **Privacy Laws** means the Privacy Act and all other relevant data protection and privacy legislation, codes and regulatory guidelines (including, without limitation, all relevant guidelines and guidance notes issued from time to time by the Privacy Commissioner), as amended from time to time.
- ll) **Privacy Requirements** means the following:
 - (i) all provisions contained in Division 3 of Part III of the Privacy Act (as amended from time to time) as if it were an *organisation* or an *APP Entity* and ignoring any exemption or concessions in relation to the operation of *small businesses* (words in italics have the meaning given to them in the Privacy Act);
 - (ii) any other applicable privacy legislation, including if applicable the GDPR;
 - (iii) the provisions of the Deed relating to privacy; and
 - (iv) AWP's privacy policy.
- mm) **Related Body Corporate** has the same meaning as under the Corporations Act 2001 (Cth).
- nn) **Relevant Law** means any legislation relevant to this Agreement, or to OSHC or OVHC (including but not limited to the Privacy Requirements), or to the operation of the Agent's business.
- oo) **Representative** means any director, officer, employee, agent, contractor, subcontractor, financier, professional adviser or Related Body Corporate of a party.
- pp) **Services** means the services set out in Schedule 3.
- qq) **Student** means an 'overseas student' as defined in the Deed who is enrolled at or otherwise studying at or proposing to study at an educational institution in Australia and who has engaged the Agent to, among other services, arrange new OSHC or extend or renew existing OSHC on their behalf, as the context requires.
- rr) **Visitor** means a person who is a holder of an eligible visitor visa as defined in the Allianz Care OVHC policy wording.
- ss) **Website** means the website with the following URL, www.allianzcare.com.au.

2. Interpretation

2.1 Unless the context otherwise requires, in this Agreement:

- a) headings are for ease of reference only and do not affect the interpretation of this Agreement;
- b) reference to:
 - (i) one gender includes the others;
 - (ii) the singular includes the plural and vice versa;
 - (iii) a person includes a body corporate, firm, unincorporated associations or authorities;
 - (iv) a party includes its administrators and permitted assigns;
 - (v) a clause, paragraph or schedule is a reference to a clause, paragraph or schedule to this Agreement and a reference to this Agreement include the Schedules;
 - (vi) a statute or regulation is a reference to that statute or regulation as amended or replaced from time to time;
 - (vii) to dollars or \$ means Australian dollars and all amounts payable under this agreement are payable in Australian dollars.
- c) other grammatical forms of defined words and expressions have corresponding meanings;
- d) “including” and similar expressions are not words of limitation;
- e) if any act must be done on a day which is not a Business Day, the day appointed or specified is deemed to be the next Business Day;
- f) a reference to a time or date in connection with the performance of an obligation of a party is a reference to the time and date in the place where that obligation is to be performed; and
- g) any representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally.

2.2 Priority of Provisions

OSHC

- a) In relation to any Allianz Care OSHC policy, this Agreement is to be read subject to the benefits and exclusions of Allianz Care OSHC as set out in the Deed and the Policy Documents. If there is any inconsistency between the provisions of this Agreement, the Deed or the Policy Documents, to the extent of that inconsistency this Agreement will be interpreted in the following order of priority:
 - (i) the Deed;

- (ii) the Policy Documents;
- (iii) the provisions of this Agreement.

OVHC

- b) In relation to any Allianz Care OVHC policy, this Agreement is to be read subject to the benefits and exclusions of Allianz Care OVHC as set out in the OVHC Policy Document. If there is any inconsistency between the provisions of this Agreement and the OVHC Policy Documents, the Policy documents shall prevail.

3. Term of Agreement

- 3.1** This Agreement will commence on the Commencement Date and will continue for the duration of the Initial Term unless terminated earlier in accordance with the terms of this agreement.
- 3.2** On expiration of the Initial Term, this Agreement will automatically be renewed for the Further Term on the same terms and conditions, unless either party gives the other party not less than 30 days' written notice prior to the expiration of the Initial Term that it does not agree to the Further Term, in which case the Agreement will terminate at the conclusion of the Initial Term.
- 3.3** Upon expiry of the Further Term, this Agreement will automatically be extended on a month to month basis on the same terms and conditions, unless either party gives the other party not less than 30 days' written notice prior to the expiration of the Further Term that it does not agree to the month to month extension of this Agreement, in which case the Agreement will terminate at the conclusion of the Further Term.
- 3.4** While the Agreement continues on a month to month basis, either party may, at any time, give the other party notice in writing that the Agreement is to be terminated. The Agreement will terminate at the end of the calendar month following the calendar month in which the notice is given.
- 3.5** If a party wishes to vary terms and conditions of this Agreement after the Initial Term, it must give the other party not less than 60 days' written notice and the parties must engage in good faith negotiations as to the revised conditions. If the parties agree revised conditions, the adjustment will be made as an amendment to this Agreement and will take effect from the date the amendment to this Agreement is made. If the parties cannot agree the revised conditions, then either party may terminate this Agreement with 60 days written notice to the other party.

4. Appointment of AWP as Preferred Provider of OSHC and OVHC

- 4.1** The Agent appoints AWP as its preferred provider of the OSHC and OVHC to Students and Visitors and AWP accepts that appointment on a non-exclusive basis. To avoid doubt, nothing in this Agreement prevents the Agent from

marketing or promoting the health insurance products and services of any other provider.

4.2 The parties acknowledge and agree that the objectives of AWP being appointed as the Agent's preferred provider of OSHC to Students and OVHC to Students are to ensure that:

- a) the parties are committed to the development of effective and reliable systems for the efficient delivery of OSHC information; and
- b) Customers are made aware that AWP is the Agent's preferred provider of OSHC and OVHC.

4.3 The Agent will take reasonable steps to ensure that its employees, agents and contractors are aware that AWP is the Agent's preferred provider of OSHC and OVHC.

4.4 Nothing in this Agreement is intended to prevent the Agent from arranging OSHC or OVHC for a Customer with another provider or to limit or restrict Customers from obtaining OSHC or OVHC from a provider of their choice and the Agent must not seek to so limit or restrict Customers.

5. Legal relationship

This Agreement does not create any legal relationship between AWP and the Agent of employer and employee, partnership or joint venture and the Agent must not represent itself as such in any circumstances.

6. Limit of authority

6.1 The Agent will not:

- a) do anything on behalf of AWP that it is not expressly authorised to do by this agreement;
- b) assume any obligation on behalf of AWP except as authorised by this agreement;
- c) hold itself out as having authority from AWP except as permitted under this agreement; or
- d) contract out or delegate any of its obligations or responsibilities under this agreement, other than in accordance with this agreement.

7. Obligations of the Agent

7.1 In respect of the AWP Products, the Agent will prepare and submit applications for:

- a) new policies;

- b) renewal of policies;
- c) policy transfers; and
- d) policy extensions,

for Customers and otherwise provide the Services as set out in Schedule 3 or as otherwise required under the terms and conditions of this Agreement.

7.2 The Agent can only hold itself out as having appointed AWP as its 'preferred provider' of OSHC and OVHC.

7.3 The Agent must keep and retain full and proper records in sufficient detail to record the Services provided and must promptly, on the request of AWP (such requests to be limited to once per year during the Term), provide AWP with copies of those records (including for the purpose of assisting Peoplecare to comply with its obligations under the Deed or any Relevant Law).

7.4 If at any time the Agent has a concern or issue in relation to any aspect of this Agreement or the arrangements established under this Agreement, it must give AWP notice of that and engage, within a reasonable time, in discussions with AWP to try to resolve the concern or issue.

7.5 The Agent must not, and nothing in this Agreement requires or permits or is to be construed as requiring or permitting the Agent to:

- a) take or fail to take any action; or
- b) in making a decision, have regard to or fail to have regard to any matter,

that would result in the Agent, AWP or Peoplecare discriminating between people who are, or wish to be, insured under Allianz Care OSHC. For the purposes of this clause 7.5, the term 'discriminating' has the same meaning as it does in the *Private Health Insurance (Health Benefits Fund Policy) Rules 2015* (Cth).

8. General Obligations

8.1 AWP warrants to the Agent that it is authorised to offer the AWP Products in accordance with this Agreement.

8.2 AWP will provide and administer the AWP Products and otherwise carry out the obligations set out in Schedule 2.

8.3 The Agent warrants to AWP that it is authorised, holds all required licences, approvals and registrations and complies with all Relevant Laws for the purposes of carrying on the business of assisting Students and Visitors.

8.4 AWP warrants that it holds all required licences, approvals and registrations and complies with all relevant laws for the purposes of performing its obligations under this Agreement.

- 8.5** The Agent warrants to AWP that it is authorised by the Customers to act on their behalf in respect of all aspects of their OSHC or OVHC, and where the Customer seeks to have, or has, an Allianz Care OSHC or Allianz Care OVHC product, the Customer has authorised the Agent to carry out all the obligations of the Agent under this Agreement on behalf of the Customer.
- 8.6** The Agent will, in providing the Services:
- a) exercise all due care, skill and judgment, in a professional manner and in accordance with generally accepted professional and business practices;
 - b) exercise all due diligence and act in accordance with all Relevant Laws;
 - c) act in accordance with any lawful and reasonable instructions or directions given by AWP and in the absence of any instructions or directions will act in such a way as the Agent reasonably considers being most beneficial to the interests of AWP;
 - d) not do, or omit to do, any thing that causes or could cause Peoplecare to breach the Deed or any Relevant Law;
 - e) provide disclosure of the Commission it has received from AWP as required in accordance with all applicable laws and regulations;
 - f) ensure that all new AWP Products, including renewals and extensions of existing AWP Products, are purchased at the applicable Premium last notified to the Agent by AWP;
 - g) ensure that the Agent's staff complete any training provided by AWP in relation to Allianz Care OSHC or Allianz Care OVHC procedures and/or products that may be offered through the Agent;
 - h) provide complete and accurate instructions to the Customer, including payment of any applicable fees and charges in accordance with AWP's instructions, to allow the Customer to facilitate payment to AWP of the AWP Products; and
 - i) will provide to AWP details of the key contact for the Agent.
- 8.7** Both parties agree to work cooperatively with each other for the purpose of improving processes and services related to this Agreement for the benefit of Students and Visitors and commit to following established operating and procedural systems to rapidly identify and rectify any problems.
- 8.8** The parties agree to maintain a high level of communication with each other and agree to advise each other as soon as practicable of any event or incident that could reasonably impact on a party's reputation or goodwill.

9. PCI Procedures

- 9.1** To the extent that the requirements of PCI Procedures apply to the Services or any cardholder data in a party's care or control, that party:
- a) acknowledges that it is responsible for the security of such cardholder data;
 - b) must comply with the PCI Procedures and achieve and maintain PCI DSS compliance;
 - c) must not do or omit to do anything which breaches, or causes the other party to breach, the PCI Procedures; and
 - d) must, in the case of the Agent:
 - (i) promptly comply with any reasonable directions given by AWP to rectify a breach of the PCI Procedures; and
 - (ii) provide an attestation of its compliance with the PCI DSS when reasonably requested to do so by AWP.

10. Suspension**10.1** If the Agent fails to:

- a) remit Premiums in accordance with clause 16.2 and at least 90 days have passed since the date that the Premiums were to be remitted under clause 16.2a)(ii); or
- b) comply with any other obligation of the Agent as specified in this Agreement,

AWP may immediately suspend the Agent's right to sell the AWP Products by giving the Agent written notice.

10.2 A notice given under clause 10.1 must include:

- a) details of the non-compliance; and
- b) a determination of whether in AWP's reasonable opinion the non-compliance is capable of remedy.

10.3 AWP may instruct the Agent in writing to take any action which AWP deems reasonably necessary to remedy the non-compliance.**10.4** The Agent's right to sell the AWP Products will no longer be suspended if AWP gives written notice that the Agent has remedied the non-compliance to AWP's reasonable satisfaction.**10.5** To avoid doubt, nothing in this clause 10 is intended to limit or restrict AWP's rights under this Agreement including under clause 32 or otherwise at law.

11. Cancellation Of An Allianz Care OSHC or Allianz Care OVHC policy

The Agent must not purport to vary, cancel or avoid any Allianz Care OSHC or Allianz Care OVHC policy.

12. Claims Handling**12.1 Settlement of Claims**

The Agent must not deal with or settle any claim in relation to an Allianz Care OSHC or Allianz Care OVHC policy.

12.2 Notice of Claims

In the event that the Agent receives notification of a claim under a policy, the Agent must immediately refer the claim or notification to AWP.

12.3 Assistance with Claims

The Agent must provide all reasonable assistance to AWP in connection with any claim made under an Allianz Care OSHC or Allianz Care OVHC policy.

13. Customer Complaints

13.1 If any Customer complaint is received by the Agent, the Agent will notify AWP as soon as reasonably practicable, with sufficient details to allow AWP to adequately deal with the complaint.

13.2 The Agent must give all reasonable assistance to AWP to enable it to resolve a complaint.

14. Transfer to Allianz Care OSHC or Allianz Care OVHC

14.1 The Agent acknowledges that waiting periods apply to the payment of benefits under Allianz Care OSHC and Allianz Care OVHC products (**Waiting Periods**). AWP will only apply the Waiting Periods to the extent provided for in the Deed or in the Policy Documents (as relevant).

14.2 If a Customer applying for Allianz Care OSHC or Allianz Care OVHC through the Agent requests a waiver or reduction of a Waiting Period on the basis that the Customer holds a current OSHC or OVHC policy issued by another OSHC or OVHC provider (**Previous Product**), the Customer must provide to AWP:

- a) proof of the Customer's Previous Product;
- b) the name of the provider of the Customer's Previous Product; and
- c) the dates during which the Customer was covered under the Previous Product.

- 14.3** Upon receipt of all information set out in clause 14.2, AWP will assess the Customer's information and request and advise the Agent in a timely manner if the reduction or waiver of a Waiting Period will be applied.
- 14.4** The Agent must provide accurate information to Customers who may purchase Allianz Care OSHC or Allianz Care OVHC products regarding the Waiting Periods that may apply.

15. Purchasing Allianz Care OSHC and Allianz Care OVHC policies

- 15.1** The Agent must promote the AWP Products (as appropriate) to each Customer, provide them with access to the relevant AWP Product policy wording and an opportunity to read the relevant policy wording prior to the Customer making a decision to purchase the Allianz Care OSHC or Allianz Care OVHC policy.
- 15.2** The Agent must ensure the Customer is eligible to purchase the Allianz Care OSHC or Allianz Care OVHC policy. If the Customer has dependents requiring cover, the Agent will take all reasonable steps to ensure the Customer purchases the applicable family policy.
- 15.3** The Agent will take all reasonable steps to arrange for the Customer to purchase:
 - a) In the case of OSHC, one policy to cover the duration of the student visa; and
 - b) In the case of OVHC, one policy as required by the terms of the Customer's visa application.
- 15.4** If a Customer agrees to purchase, renew or extend an Allianz Care OSHC or Allianz Care OVHC policy, the Agent must apply to purchase, renew or extend the applicable AWP Product on their behalf and arrange for payment in the following manner:
 - a) In the case of OSHC, by arranging payment of the applicable Premium or Net Premium using the agent login section of the Website in accordance with the procedures advised by AWP from time to time;
 - b) In the case of OVHC, by arranging payment of the applicable Premium by the Customer using the Agent's specific URL for OVHC as advised by AWP to the Agent from time to time.
- 15.5** If the Agent is unable to purchase, renew or extend an applicable AWP Product in accordance with clause 15.4 due to technical issues, the Agent may apply to purchase, renew or extend the relevant policy by contacting the Account Manager or an AWP representative in order to arrange payment through an alternative method approved by AWP.
- 15.6** On receipt of the Premium or Net Premium (as applicable) for the Customer, AWP will:

- a) provided that the Customer is eligible for cover, arrange a new Allianz Care OSHC or Allianz Care OVHC, or renew or extend an existing Allianz Care OSHC or Allianz Care OVHC for the Customers listed on the Customer Data Schedules (as applicable), on the terms of the relevant Policy Documents; and
- b) generate Membership Cards for the Customers who are provided with new Allianz Care OSHC or Allianz Care OVHC.

16. Payments

16.1 Commission

- a) Subject to clause 18, the Agent will be entitled to Commission for each new AWP Product arranged and paid for in accordance with clause 15 during the term of the Agreement.
- b) For all Allianz Care OSHC policies:
 - (i) Where Premium is remitted/paid in full to AWP, AWP will pay the Agent the Commission specified in clause 16.1a) on a monthly basis; and
 - (ii) Where Net Premium is remitted/paid in full to AWP, it is the Agent's sole responsibility to ensure it collects the full and correct amount of the Commission from the Customer in respect of that policy at the time of the application and no further amounts will be payable by AWP to the Agent for Commission. The Agent acknowledges and agrees that it may not claim from AWP any shortfall in Commission and under no circumstances shall the Agent collect an amount greater than the Commission from the Customer.
- c) For all Allianz Care OVHC policies, AWP will pay the Agent the Commission specified in clause 16.1a) on a monthly basis as and when Premium for the policy is received from the Customer;
- d) AWP will issue a Recipient Created Tax Invoice for the Commission; and
- e) The Agent agrees not to receive or charge any other amount for Allianz Care OSHC and Allianz Care OVHC policies or renewals without AWP's written consent.

16.2 Remittance of Premiums

- a) The Agent must:
 - (i) manage initial payments of Premiums (including any adjustments for refunds) received from Customers;

- (ii) remit the amount of the Premium or Net Premium received from each Customer (if any) and the remittance advice in respect of that amount to the Account (as advised by AWP from time to time) on the same Business Day as payment is received from the Customer; and
 - (iii) if applicable, until remitted, hold the Premium or Net Premium on trust for AWP as its agent and to hold those funds separate from the Agent's other funds.
- b) The remittance of Premiums or Net Premiums to AWP is not a supply for GST purposes but only a cash transfer of funds collected by the Agent in its capacity as agent for AWP.

16.3 Additional Benefits

- a) In addition to the Commission, AWP will provide the additional benefits to the Agent as specified in Schedule 4 (if any).

16.4 Material Obligations

- a) To avoid doubt, the parties agree that:
- (i) the Agent's obligation to remit Premiums in accordance with clause 16.2; and
 - (ii) AWP's obligation to pay Commission in accordance with clause 16.1 and to provide the additional benefits in accordance with clause 16.3,
- are Material Obligations for the purposes of clause 32.1.
- b) This clause 16.4 is not intended to limit or restrict the meaning of Material Obligation as defined in clause 1.1.

17. GST

17.1 Definitions

Unless otherwise stated, terms in this clause that have a defined meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (GST Act) have the same meaning as in the GST Act.

17.2 Goods and Services Tax – Recipient Created Tax Invoices

- a) The parties acknowledge and agree that:
 - (i) AWP will issue Recipient Created Tax Invoices and adjustment notes for Taxable Supplies the Agent makes to AWP for which the Commission is consideration;
 - (ii) the Agent must not issue Tax Invoices or adjustment notes for Taxable Supplies the Agent makes to AWP under this Agreement, for which AWP issues a Recipient Created Tax Invoice under clause 17.2a)(i);
 - (iii) the Agent is registered for GST as at the date of this Agreement and will notify AWP if it ceases to be registered;
 - (iv) AWP is registered for GST as at the date of this Agreement and will notify the Agent if it ceases to be registered;
 - (v) For the avoidance of doubt, AWP will not issue Recipient Created Invoices for supplies in respect of which the additional benefits under clause 16.3 are payable.

17.3 Goods and Services Tax - General

- a) Despite any other provision in this Agreement, if a party (**Supplier**) makes a supply under or in connection with this Agreement on which GST is payable to any extent (not being a supply the consideration for which is specifically described in this Agreement as 'GST inclusive'):
 - (i) the consideration payable or to be provided for that supply under this Agreement but for the application of this clause (**GST exclusive consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that supply (**GST Amount**);
 - (ii) subject to clause 17.3a)(iii) the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided; and

- (iii) the Recipient need not make a payment in respect of a taxable supply made under or in connection with this Agreement until the Supplier has given the Recipient a tax invoice in respect of that taxable supply, or the Recipient has given the Supplier a Recipient Created Tax Invoice under clause 17 (as the case may be).
- b) If a payment to a party under this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment must be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense. That party is assumed to be entitled to a full input tax credit unless it proves, before the date on which the payment must be made, that its entitlement is otherwise.
- c) If, at any time, an adjustment event arises in respect of any supply made by a party under this Agreement, a corresponding adjustment must be made between the parties. Payments to give effect to the adjustment must be made between the parties and the Supplier must issue a valid adjustment note, or the Recipient must issue a Recipient Created Adjustment Note (as the case may be), in relation to the adjustment event.
- d) If a party is member of a GST group, references to GST which the party must pay and to input tax credits to which the party is entitled, include GST which the representative member of the GST group must pay and input tax credits to which the representative member of the group is entitled.
- e) This clause 17.3 does not merge on completion or termination of this Agreement.]

18. Refunds

- 18.1** The Agent acknowledges that the Agent is not entitled to any Commission in relation to Premiums refunded to a Customer.
- 18.2** AWP is not required to refund any Premiums except as specified in the Deed and the Policy Documents.
- 18.3** The Agent may only apply for a refund on behalf of a Customer for some or all of the Premium paid under his or her AWP Product, as provided in the relevant AWP Product policy wording.
- 18.4** If the Agent applies for a refund under clause 18.3, the Agent must process the refund via the Website to AWP in the form of a refund schedule, or hard copy refund form, which must be in the format and include the data specified by AWP from time to time. AWP will process all refunds made under clause 18.3 and specified in a refund request, according to its refund procedures.
- 18.5** AWP will issue all refunds approved under clause 18.4 to the Agent (less any Commission already paid to the Agent in relation to the refunded policy), for

forwarding on to the Customer. The Agent must promptly forward any such refund to the Customer, as well as such amount of the Commission it has received from AWP which is proportionate to the premium being refunded to the Customer by AWP (which may be some or all of the Commission), to ensure the Customer receives a full refund of Premium paid by the Customer. AWP will notify the Agent of its calculation of the Commission to be refunded to the Customer.

- 18.6 If the Agent receives a request from a Customer to apply for a refund of some or all of the Premium paid under his or her AWP Product and the Agent is unable to meet that request under clause 18.3, the Agent must advise the Customer that he or she must complete a refund form and apply directly to AWP for the refund.
- 18.7 If AWP refunds some or all of the Premium for an AWP Product following a request referred to in clause 18.6, the Agent must within 30 days' of receiving notice from AWP, refund to AWP in cleared funds and without set-off such amount of the Commission it has received from AWP during the term of the policy which is proportionate to the Premium being refunded to the Customer by AWP (which may be some or all of the Commission). AWP will notify the Agent of its calculation of the Commission to be refunded to AWP.

19. Marketing and Promotion

- 19.1 AWP will provide the Agent with all brochures, forms, information and other promotional materials reasonably necessary to assist the Agent to carry out its obligations under this Agreement (**Promotional Materials**).
- 19.2 The Agent must ensure that AWP is clearly identified as the Agent's preferred provider for OSHC and OVHC and will actively participate in the promotion of Allianz Care OSHC and Allianz Care OVHC by:
 - a) distributing Promotional Materials to Customers; and
 - b) displaying Promotional Materials at its premises,

provided that it must only distribute and display promotional materials which relate in any way to AWP or Allianz Care OSHC or Allianz Care OVHC if that material was made available by, or has otherwise been reviewed and approved by, AWP. The Agent acknowledges that any approval given by AWP of Promotional Materials does not constitute a representation to the Agent that the Promotional Materials comply with all relevant laws.
- 19.3 On request by the Agent, AWP will liaise with and provide Promotional Materials and other information about Allianz Care OSHC and/or Allianz Care OVHC to employees, agents and contractors of the Agent as reasonably required for the purpose of effecting the arrangements contemplated under this Agreement.
- 19.4 The Agent will not use the AWP Trade Marks including logo, corporate typeface and colour palette without first providing details of the proposed use

to AWP and obtaining AWP's written consent. If AWP does provide its written consent, the Agent (to the extent specified by AWP) has a non-exclusive royalty free revocable licence for the term of this Agreement to use the AWP Trade Marks in accordance with the terms of AWP's written consent and clause 19.5.

- 19.5** The Agent must observe all reasonable directions notified to it by AWP regarding the representation of the AWP Trade Marks and the manner in which the Agent uses the AWP Trade Marks, and must not use the AWP Trade Marks in any way which is likely to harm or prejudice AWP's rights in the AWP Trade Marks.
- 19.6** The Agent acknowledges that the AWP Trade Marks are the property of AWP and/or its related bodies corporate and agrees that it will not challenge the validity of the AWP Trade Marks.

20. Anti-corruption

- 20.1** The parties shall not commit, authorise or permit any action which would cause the parties and/or the parties' affiliates to be in violation of any applicable anti-bribery laws or regulations. This obligation applies in particular to illegitimate payments to government officials, representatives of public authorities or their associates, families or close friends.
- 20.2** Each party agrees that it will neither offer nor give or agree to give, to any employee, representative or third party acting on behalf of the other party nor accept, or agree to accept from any employee, representative or third party acting on behalf of the other party, any gift or benefit, be it monetary or other, that the recipient is not legally entitled to with regard to the negotiation, conclusion or the performance of this Agreement.
- 20.3** Each party shall promptly notify the other party if the first party becomes aware of or has specific suspicion of any corruption with regard to the negotiation, conclusion or performance of this Agreement.
- 20.4** If a party breaches clause 20.1, 20.2 or 20.3, or if a party has reasonable cause to believe that the other party has breached clause 20.1, 20.2 or 20.3, the party not in breach may terminate this Agreement with immediate effect.

21. Prevention of fraud

- 21.1** Each party will take all reasonable measures to prevent fraud by its employees, sub-contractors, consultants, agents and representatives.
- 21.2** Each party must immediately notify the other party if it suspects that fraud has been committed.
- 21.3** Either party may terminate this Agreement immediately if the other party commits fraud or the terminating party has reasonable grounds to suspect that the other party has committed fraud.

22. Compliance with Anti-Slavery and Human Trafficking Laws

- 22.1** In performing its obligations under this Agreement, the Agent will:
- a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2018 (Cth);
 - b) comply with AWP's anti-slavery and human trafficking policies and procedures including the 'Allianz Group Supplier Code of Conduct' as notified to the Agent by AWP and as may be updated from time to time;
 - c) not engage in any activity, practice or conduct that would cause AWP to contravene the Modern Slavery Act 2018 (Cth) if such activity, practice or conduct were carried out in Australia;
 - d) include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause 22;
 - e) notify AWP as soon as it becomes aware of any actual or suspected slavery or human trafficking in its operations or supply chain in connection with this Agreement;
 - f) maintain a complete set of records to trace the supply chain of all goods and/or services provided to AWP in connection with this Agreement;
 - g) permit AWP and its third party representatives to inspect the Agent's premises, records and to meet the Agent's personnel to audit the Agent's compliance with its obligations under this clause 22; and
 - h) annually, and as requested by AWP, provide an attestation of its compliance with this clause 22.
- 22.2** To the extent required by law and for the performance of its obligations under this Agreement, AWP will comply with clause 22.1a) above.
- 22.3** Each party represents and warrants that as of the Commencement Date of this Agreement, neither it nor any of its personnel including its directors, officers, employees, contractors, agents or representatives has been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 22.4** If the Agent breaches this clause 22 or if AWP has reasonable cause to believe that the Agent has breached clause 22, AWP may terminate this agreement with immediate effect by giving written notice to the Agent.
- 22.5** The Agent may terminate this Agreement with immediate effect by giving written notice to AWP if AWP breaches clause 22.2.

23. Economic Sanctions

- 23.1** Each party represents and warrants that it will comply with all relevant laws and regulations, including local law as applicable in the country where the services are being carried out, any benefits are being provided and/or any payments are being made, and warrants that the provision of these services, benefits and/or any payments will not expose the other party, any of its holding companies, related bodies corporate or its affiliates to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanction, law or regulations of Australia, the European Union, the United Kingdom, the United States of America and/or any other applicable national economic sanction law or regulations.

24. Confidentiality

- 24.1** Each party acknowledges that any Confidential Information disclosed to it by the other party belongs to the disclosing party.
- 24.2** The parties agree (both during and after termination of this Agreement) to:
- a) keep confidential all Confidential Information of the other party; and
 - b) not disclose the Confidential Information of the other party to any person except:
 - (i) to the minimum number of its employees or agents required to enable it to perform its duties and obligation under this Agreement, provided that each of those employees and agents are bound to keep confidential that Confidential Information;
 - (ii) as required by the law; or
 - (iii) with the prior written consent of the disclosing party (who may, as a condition of disclosure, require that any other consents as required by the Privacy Requirements be procured).
- 24.3** Upon termination of this Agreement each party must return or destroy the Confidential Information of the other, except to the extent required to keep proper business records.

25. Ownership of Intellectual Property

- 25.1** Except as agreed in writing between the parties:
- a) any Intellectual Property created or developed by the Agent in connection with this agreement is the property of AWP;
 - b) the Agent Trade Marks and all other Intellectual Property created by the Agent before this Agreement is the property of the Agent; and

- c) the AWP Trade Marks and all other Intellectual Property created by AWP before or during the term of this Agreement is the property of AWP.

25.2 To avoid doubt, copyright in the Policy Documents vests in and remains with AWP.

25.3 Except as permitted under this Agreement, neither party will use the Intellectual Property of the other without the other party's prior written consent.

26. Security of Data

26.1 The Agent agrees to maintain and enforce safety and security procedures and safeguards in accordance with prudent security principles and procedures (no less than those it applies to its own Confidential Information) and in accordance with such other reasonable security requirements as communicated by AWP from time to time.

26.2 To the extent that AWP holds data of the Agent, AWP will take all reasonable steps to comply with the obligations in clause 26.1 as applicable in respect of that data.

27. Privacy

27.1 Disclosure of Personal Information

Both parties acknowledge and agree that they will comply with the Privacy Laws regarding all matters related to this Agreement.

27.2 Receipt of Personal Information

In relation to any Personal Information disclosed by one party ("**Disclosing Party**") to the other ("**Receiving Party**") under this Agreement, the Receiving Party must comply with all of the following:

- a) Not use, disclose, store, transfer or handle the information except in accordance with the Privacy Laws;
- b) Take all reasonable steps to ensure that the information is protected from misuse, loss, unauthorised access, modification or disclosure;
- c) Take all reasonable steps to destroy or permanently de-identify the information when it is no longer needed for a purpose connected with this agreement;
- d) Only use or disclose the information for a purpose connected with this agreement or as required by law;

- e) Co-operate with any reasonable request or direction of the Disclosing Party which relates to the protection of the information or the exercise of the functions of the Privacy Commissioner under the Privacy Laws;
- f) Ensure that access to its Representatives is limited to people required to access that information for the purposes of this agreement; and
- g) Ensure that any of its Representatives who access the information comply with the requirements of this clause and of the Privacy Laws.

The Agent must not transfer any Personal Information provided or accessed in connection with this Agreement to a country or territory outside of Australia without AWP's prior written consent, such consent will not be unreasonably withheld.

27.3 Complaints

The Agent must promptly inform AWP in writing of any complaint that it receives concerning the use, disclosure, storage, transfer or handling of Personal Information in relation to the Services or this agreement and comply with any reasonable direction of AWP in relation to a complaint concerning the use, disclosure, storage, transfer or handling of Personal Information in relation to the Services or this Agreement.

27.4 Independent Data Controller

- a) The Parties declare having full and entire knowledge of the obligations that apply to them in application of the GDPR (to the extent applicable). Each Party warrants and undertakes that it shall comply with all obligations under the data privacy laws and regulations of Australia, and any legal obligations relating to the protection of personal data under the GDPR (to the extent applicable), which apply to them as an independent data controller, to the extent that each Party respectively processes personal data for its own and exclusive purpose.
- b) Each of the Parties warrants to the other that all personal data relating to customers collected during a transaction under this Agreement will be fairly and lawfully obtained, that it will make any required notification and that it will obtain, and at all times maintain a registration/record of processing in accordance with data protection legislation (if applicable) appropriate to the performance of its obligations under this Agreement. Moreover, each of the Parties shall ensure that, where required by law, all necessary consents have been obtained from customers or that each Party can lawfully rely on any alternative legal grounds to the processing of their personal data in connection with the services provided under this Agreement.

- c) Any personal data relating to customers that is exchanged between the Parties will only be used for the purpose of providing the services in this Agreement and related purposes, and will comply with the obligations related to the personal data protection required in Australia, and GDPR in the European Union (if applicable).
- d) If at any time one of the Parties under this Agreement collects, processes or uses personal data on behalf of the other Party, it shall enter into the then applicable model data protection agreement, or standard contractual clauses provided by such other Party in accordance with relevant applicable data protection law.

28. Warranties

28.1 The Agent and AWP represent and warrant to each other on a continuing basis that:

- a) it has the right to enter into this Agreement and grant to the other party all of the rights and benefits outlined in this Agreement;
- b) it has the ability to perform all of its obligations under this Agreement and is not aware of any matter or arrangement that would limit its right to fully perform its obligations under this Agreement;
- c) by executing this Agreement, each signatory is authorised to sign this Agreement for and on behalf of the respective party; and
- d) this Agreement is valid and binding upon it.

29. Indemnities

29.1 The Agent indemnifies AWP and its directors, officers, employees or agents against any liability, loss, damage, costs or expenses (excluding any indirect or consequential loss) incurred or suffered by AWP, its directors, officers, employees or agents arising from any negligent, fraudulent or unlawful act or omission of the Agent or breach of this Agreement by the Agent, except to the extent that such liability, loss, damage, costs or expenses were caused or contributed to by the wilful act or error or negligence of AWP or its directors, officers, employees or agents.

29.2 AWP indemnifies the Agent, its directors, officers, employees or agents against any liability, loss, damage, costs or expenses (excluding any indirect or consequential loss) incurred or suffered by the Agent, its directors, officers, employees or agents arising from any negligent, fraudulent or unlawful act or omission of AWP or breach of this Agreement by AWP, except to the extent that such liability, loss, damage, costs or expenses were caused or contributed to by the wilful act or error or negligence of the Agent or its directors, officers, employees or agents.

30. Insurances

- 30.1** The Agent must, for the duration of this Agreement and, in case of the insurance referred to in clause 30.1c) for seven years after the expiry or termination of this Agreement, effect and maintain with a reputable insurance company the following:
- a) workers' compensation insurance for employees, contractors and agents as required by law;
 - b) public liability insurance for an insured amount of not less than \$5 million per occurrence; and
 - c) professional liability or 'errors or omission' insurance for an insured amount of not less than \$5 million per occurrence.
- 30.2** The Agent must at AWP's reasonable request, promptly produce evidence of such insurances to AWP's reasonable satisfaction.

31. Dispute Resolution

- 31.1** If a dispute arises in connection with this Agreement, the parties will notify the other as soon as possible and must negotiate in good faith to resolve the dispute.
- 31.2** If a dispute is not resolved in accordance with clause 31.1, either party must give notice specifying the dispute and requiring its resolution under this clause 31 (**Notice of Dispute**) and senior representatives of the parties must negotiate in good faith during the period of 14 days after the Notice of Dispute is served (**Notice Period**) to resolve the dispute.
- 31.3** If the dispute is not resolved within the Notice Period, either party may request that the dispute be submitted to mediation.
- 31.4** If the parties have not agreed on the mediator and the mediator's remuneration within 14 days after the expiry of the Notice Period:
- a) the mediator is the person appointed by; and
 - b) the remuneration of the mediator is the amount or rate determined by, the President of the Queensland Law Society or his/her nominee, acting on the request of either party.
- 31.5** The parties must pay the mediator's remuneration in equal shares. Each party must pay its own costs of the mediation.
- 31.6** This clause 31 does not prevent either party from obtaining any injunctive, declaratory or other interlocutory relief from a court if it is urgently required, or from terminating this Agreement if that right exists under the terms of this Agreement.

- 31.7** Subject to clause 31.6, a party must not commence or maintain a court action or proceeding on a dispute in connection with this Agreement until the dispute has been submitted to mediation under this clause 31.

32. Termination

- 32.1** This Agreement may be immediately terminated by a party giving written notice to the other party on the occurrence of any of the following events:
- a) the other party suffers an Insolvency Event;
 - b) the other party breaches any warranty specified in this Agreement;
 - c) the other party fails to comply with any Material Obligation under this Agreement that is not capable of being remedied;
 - d) the other party fails to comply with any Material Obligation under this Agreement that is capable of being remedied and does not, within 14 days (or such other period agreed by the parties in writing) of receiving written notice from the other party, remedy such failure and take reasonable steps to ensure that such failure does not occur again, to the reasonable satisfaction of the other party;
 - e) the other party ceases to carry on business, or any licence or registration it requires to carry on business or to provide the services authorised under this Agreement is not obtained or is suspended, cancelled or varied in such a way that the party is unable to carry on business or provide the services authorised under this Agreement; or
 - f) in the circumstances described in clause 34.3.
- 32.2** AWP may terminate this Agreement with immediate effect by giving the Agent written notice of the Deed or the Management Agreement being terminated or varied such that in AWP's reasonable opinion, AWP is no longer able to provide OSHC or OVHC in a manner which is lawful or commercially viable to AWP.
- 32.3** Where AWP notifies the Agent that the Deed or the Management Agreement has been terminated or varied, but AWP does not exercise its rights to terminate under clause 32.2, the Agent may within 30 days of receipt of such notice terminate this Agreement with immediate effect on written notice to AWP (and, for clarity, after the expiry of that 30 day period the Agent's termination right under this clause 32.3 will lapse).
- 32.4** If a Material Change occurs, the party who is affected must notify the other party as soon as possible, the notice must include details of the Material Change and its effect or anticipated effect on the affected party. Following receipt of such a notice, the parties will use reasonable endeavours to agree to a variation to the Agreement to respond to the Material Change. If the parties cannot reach agreement on a variation to this Agreement to adequately respond to the effects of the Material Change within 21 days of

the date of the original notice, then either party may terminate this Agreement by giving 60 days written notice to the other party.

32.5 This Agreement may be terminated by either AWP or the Agent at any time and for its absolute convenience by giving at least 60 days' written notice to the other party.

32.6 A party must promptly notify the other party if any of the events referred to in clause 32.1 happen to the first-mentioned party.

33. Consequences of Termination

33.1 On termination or expiry of this Agreement:

- a) each party:
 - (i) retains the rights, powers and remedies that it had against the other party for any past breach;
 - (ii) will pay to the other party within 30 days any amounts outstanding as at the termination date;
 - (iii) must immediately cease to use or make use of Intellectual Property of the other party;
 - (iv) will refrain from doing any act that may cause loss or damage to the other party or bring the name of the other party or any related company into disrepute; and
- b) without prejudice to the accrued rights and liabilities of either party prior to such termination:
 - (i) AWP will continue to honour Allianz Care OSHC and Allianz Care OVHC policies issued prior to termination and the parties will co-operate in the period following termination of this Agreement in resolving any issues arising from those policies.
 - (ii) The Agent will:
 - A. cease, and will ensure that its delegates cease, to represent or provide the Services on behalf of AWP with immediate effect;
 - B. cease to market and promote Allianz Care OSHC and Allianz Care OVHC; and
 - C. cease to use and return to AWP the Promotional Materials, and other documentation belonging to AWP, which are in the Agent's possession, power or control.

33.2 If a policy of Allianz Care OSHC or Allianz Care OVHC is renewed, varied or extended after termination of this Agreement, no Commission is payable to

the Agent for that policy notwithstanding that the policy (as varied or extended) is effected prior the termination date.

- 33.3** If an Allianz Care OVHC or Allianz Care OSHC policy is cancelled after the termination of this Agreement and a refund is due to the Customer, the Agent must refund any Commission which is also refundable to the Customer in accordance with clause 18.5.
- 33.4** Termination of this Agreement does not release either party from liability for any pre-existing breach of this Agreement.

34. Force majeure

- 34.1** If a Force Majeure Event affecting a party precludes that party (**Precluded Party**) partially or wholly from complying with its obligations (except its payment obligations) then the Precluded Party's obligations are suspended to the extent that they are affected by the Force Majeure Event.
- 34.2** The Precluded Party must, as soon as reasonably practicable after that Force Majeure Event arises, notify the other party of the Force Majeure Event and the effect (or anticipated effect) of the Force Majeure Event on the Precluded Party's obligations under this Agreement.
- 34.3** Where a Force Majeure Event has precluded a party from partially or wholly complying with its obligations for a period of more than 30 consecutive days, the non-affected party may terminate this Agreement with immediate effect by written notice to the affected party.

35. Notices

- 35.1** Any notices required to be given under this Agreement (**Notice**) will be given in writing.
- 35.2** A Notice will be deemed to have been given:
- a) if sent by pre-paid mail addressed to the recipient at the address last notified by the recipient, on the second Business Day after posting;
 - b) if delivered personally to the recipient before 5pm on a Business Day at the place of delivery, on the same Business Day;
 - c) if sent by e-mail addressed to the recipient at the recipient's e-mail address last notified by the recipient (in the case of AWP being the recipient, that e-mail address being partnersolutions@allianz-assistance.com.au unless otherwise notified by AWP), as soon as the message enters the recipient's server.
- 35.3** A Notice that is deemed to have been given will be treated as validly served even if:

- a) the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent; or
- b) the Notice is returned unopened.

36. Accession

- 36.1** The parties agree that any one or more sub-agents may accede to this Agreement by delivering to AWP an executed deed of accession in the manner and form prescribed by AWP from time to time, and that upon delivery to AWP of a deed that is acceptable to AWP, those sub-agent(s) will be deemed to be party to this Agreement and any references in this Agreement to 'the Agent' will include those sub-agent(s) subject to clause 36.2.
- 36.2** Where any sub-agent(s) accedes to this Agreement in accordance with clause 36.1, those sub-agent(s) will have the same rights and obligations of the Agent under this Agreement, except where expressly stated to the contrary or where the context requires otherwise by necessary implication.
- 36.3** The parties agree that the Agent and any sub-agent(s) that accede to this Agreement in accordance with clause 36.1 will be jointly and severally liable to AWP under this Agreement and that AWP may terminate this Agreement in respect of the Agent and any or all sub-agent(s) in accordance with clause 32.]

37. Variations to the Deed or Relevant Law

If the Deed or any Relevant Law is varied such that the operation of this Agreement is affected, the parties will take all reasonable steps to implement all changes and, if necessary, vary this Agreement to allow for the continued operation of this Agreement.

38. General Provisions

Entire understanding

38.1 This Agreement:

- a) sets out the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
- b) supersedes any prior agreement or understanding on anything connected with that subject matter.

Governing law and jurisdiction

- 38.2** The law of Queensland governs this Agreement. The parties submit to the non-exclusive jurisdiction of the courts of Queensland and of the Commonwealth of Australia.

Survival

- 38.3** The provisions of this Agreement which are intended by their nature to survive termination of this Agreement will survive termination of this Agreement (which includes clauses 1, 2, 17, 18.5, 20, 21, 23, 25, 26.1, 29, 31, 33, 35 and 38). The representations, warranties and indemnities given in this Agreement do not merge on the termination of this Agreement.

Severability

- 38.4** If any provision of this Agreement is held to be void, invalid or unenforceable in any way, then it will be severed from this Agreement and the remaining provisions will continue in force.

Assignment

- 38.5** Neither AWP nor the Agent may assign or transfer its interests under this Agreement without first obtaining the written consent of the other (such consent not to be unreasonably withheld).

Competition and Consumer Act

- 38.6** The parties must do all things necessary to comply with the *Competition and Consumer Act 2010* (Cth). If any part of this Agreement does not comply with the *Competition and Consumer Act 2010* (Cth) then this Agreement will be amended accordingly provided that such amendment does not defeat the substance of this Agreement in which case this Agreement comes to an end.

Further assurance

- 38.7** Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Agreement.

Variation

- 38.8** An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

Waiver

- 38.9** A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 38.10** The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- 38.11** A waiver is not effective unless it is in writing.
- 38.12** Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

Counterparts and electronic signatures

- 38.13** This Agreement may be signed in counterparts (including by e-mail), each of which will be deemed an original and all of which will constitute one document. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this agreement is as effective as delivery of an original signed counterpart. Once all counterparts have been executed, each counterpart is an effective instrument. Without limiting this clause, each party consents to the execution of this Agreement by industry standard digital signature software or by applying electronic signatures in PDF.

Set-off

- 38.14** The Agent may set off any money owing by AWP to the Agent under this Agreement against any undisputed money owing by the Agent to AWP under this Agreement.
- 38.15** AWP may at any time set-off any money owing by the Agent to AWP under this Agreement against any undisputed money owing by AWP to the Agent under this Agreement.

Subcontracting

- 38.16** The parties agree that:
- a) AWP may sub-contract any part of the Services provided that AWP makes reasonable enquiries into the subcontractors as to their ability to perform the Services; and
 - b) Where AWP engages any sub-contractors, AWP:
 - (i) must ensure that each sub-contractor complies with its obligations under this Agreement as they relate to the sub-contractor;

- (ii) is not relieved of any of its liabilities or obligations under this Agreement;
- (iii) remains liable for all acts and omissions of such Service Providers as if they were the acts and omissions of AWP; and
- (iv) must, in respect of any sub-contractor engaged to provide call centre operations, notify the Agent in writing prior of the identity and location of that sub-contractor prior to engaging that sub-contractor.

Without limiting clause 38.16a) and subject to clause 38.16b), the Agent acknowledges and agrees that AWP may sub-contract the performance of any of the Services under this Agreement in whole or in part to one or more of AWP's affiliates whether they are located within or outside Australia.