

DEALER GROUP SERVICE AGREEMENT

Foresters Financial Limited
AFSL 241421
ABN 27 087 648 42

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SERVICE AGREEMENT

PARTIES

FORESTERS FINANCIAL LIMITED

ABN 27 087 648 42, of Level 4, 417 St Kilda Road, Melbourne VIC 3004

1. (Foresters)

INTRODUCTION

- A. Foresters holds AFSL No. 241421 and is authorised to deal in life bond policy, which includes investment, education, giving and funeral bonds, and Foresters issues the Products.
- B. The Dealer Group holds an AFSL and is authorised to provide financial product advice in respect of, and to deal in, life insurance products and life risk insurance products.
- C. Foresters has agreed to provide the Dealer Group with certain information to enable the Authorised Representative to provide its Investors with financial advice relating to the Products and to receive from its Investors, and submit to Foresters on behalf those Investors, Application Forms in respect of the Products of Foresters.
- D. The Dealer Group has agreed to accept the information and comply with its obligations under this agreement in connection with the Investors and the Products.

OPERATIVE CLAUSES

PART 1 - PRELIMINARY

1. Definitions

Unless otherwise specified, in this agreement:

AFSL means an Australian Financial Services licence issued pursuant to the Corporations Act;

AML/CTF Requirements means obligations imposed under the AML/CTF Legislation 0;

AML Legislation means the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (Cth) and all binding instruments and guidelines issued by AUSTRAC from time to time;

Applicable Laws means:

- (a) *Corporations Act 2001* (Cth);
- (b) *Australian Securities and Investments Commission Act 2001* (Cth);
- (c) *Privacy Law*;
- (d) *Life Insurance Act 1995* (Cth);
- (e) *Regulatory Guide 274 Product design and distribution obligations* (DDO);

- (f) *Competition and Consumer Act 2010* (Cth);
- (g) any other applicable financial services laws; and
- (h) any binding document issued by ASIC, AUSTRAC or any other regulatory body;

Application Form means an application form in respect of a Product, in the form prescribed by Foresters from time to time;

AUSTRAC means the Australian Transaction Reports and Analysis Centre;

ASIC means the Australian Securities and Investments Commission;

Authorised Representative means an agent authorised, under the Corporations Act, to provide a financial service on behalf of the Dealer Group;

Business Day means any day except a Saturday or a Sunday or other public holiday or bank holiday in South Australia;

Claim means any claim, cost, damages, debt, expense, tax, liability, loss, allegation, suit, action, demand, cause of action, proceeding or judgment of any kind;

Client (see *Investor*);

Commencement Date means the date of this Agreement;

Corporations Act means the *Corporations Act 2001* (Cth);

Designated Procedures means the written instructions given by Foresters to the Dealer Group and/or Authorised Representative prescribing the manner in which the Dealer Group and/or Authorised Representative shall transact business in the Products, as amended and updated by Foresters from time to time;

Dealer Group means the Australia Financial Services license holder (also referred to as the Licensee) party to this Agreement;

Investor means potential, new or existing clients of the Authorised Representative who have or are in the process of, investing in the Products with Foresters;

Personal Information means all information about a person that is 'personal information' within the meaning of the Privacy Act, which is collected, disclosed or held by either party in connection with this agreement;

Privacy Act means the *Privacy Act 1988* (Cth);

Privacy Law means:

- (a) the Privacy Act; and
- (b) the National Privacy Principles contained in Schedule 3 to the Privacy Act and any approved privacy code (as defined in the Privacy Act) that applies to the Dealer Group, Authorised Representative and Foresters or all of them; and
- (c) any other statute, regulation or law in Australia or elsewhere which relates to the

protection of personal information and which the Dealer Group. Authorised Representative or Foresters must observe;

Products means:

- (a) Foresters Funeral Bond;
- (b) Foresters Investment Bond;
- (c) Foresters Giving Plan (an Investment Bond); and
- (d) Foresters Education Bond.

Product Brochures means the Product Disclosure Statement and Target Market Determination published by Foresters in respect of a Product.

Product Disclosure Statement means the Product Disclosure Statement for a Product ;

Target Market Determination means the Target Market Determination document specific to each product detailing who the Product is suited for.

2. Interpretation

In this agreement, unless the context otherwise requires:

- 2.1. both parties warrant that statements made within the Introduction by and with respect to themselves are accurate
- 2.2. headings do not affect interpretation;
- 2.3. singular includes plural and plural includes singular;
- 2.4. a reference to time is a reference to Adelaide, Australia time;
- 2.5. a reference to “dollars”, “\$A”, “A\$” or “\$” is a reference to Australian currency;
- 2.6. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 2.7. a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;
- 2.8. reference to a person includes a corporation, body corporate, joint venture, association, government body, firm and any other entity;
- 2.9. a reference to a party is to a party to this agreement, and a reference to a party to an agreement includes the party's executors, administrators, successors and permitted assigns and substitutes;
- 2.10. if a party comprises two or more people:

- 2.10.1. a promise by that party binds each of them individually and all of them jointly;
- 2.10.2. a right given to that party is given to each of them individually;
- 2.10.3. a representation, warranty or undertaking by that party is made by each of them individually;
- 2.11. a provision must not be construed against a party only because that party prepared it;
- 2.12. a provision must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed;
- 2.13. the meaning of general words or provisions shall not be limited by references to specific matters that follow them (for example, introduced by words such as “including” or “in particular”) or precede them or are included elsewhere in this agreement;
- 2.14. another grammatical form of a defined expression has a corresponding meaning;
- 2.15. an expression defined in the Corporations Act has the meaning given by that Act at the date of this agreement; and
- 2.16. if the Dealer Group is a trustee it is bound both personally and in its capacity as a trustee.

PART 2 – SERVICES AND OBLIGATIONS

3. Relationship with Foresters

- 3.1. The Dealer Group is responsible for the accurate completion and collection of Application Forms, collection of payment, and all related information from Investors for investment in the Products, in accordance with the terms and conditions of this agreement.
- 3.2. Nothing in this agreement constitutes any relationship of principal and agent between Foresters and the Dealer Group or Authorised Representative
- 3.3. To the extent that any activities performed by the Dealer Group or Authorised Representative under this agreement constitute the provision of a financial service as defined in Chapter 7 of the Corporations Act, such services are performed by the Dealer Group and Authorised Representative in their own right and under their own Australian Financial Services Licence (AFSL).

4. Provision of Product information

Foresters will provide the Dealer Group and Authorised Representative from time to time with reasonable information about the Products to enable the Dealer Group and its Authorised Representatives to provide financial advice to its Investors in respect of the Products and to accept and lodge Application Forms for investment in the Foresters' Products in accordance with the terms and conditions of this agreement.

5. Relationship with Foresters

- 5.1. This agreement establishes the relationship and responsibilities referred to in clause [3](#), between Foresters and the Dealer Group and by extension their Authorised Representative/s.
- 5.2. Nothing in this agreement constitutes a relationship of employer and employee, partners or joint venturers or AFSL holder and Authorised Representative between Foresters and the Dealer Group or its Authorised Representatives.
- 5.3. The Dealer Group has no authority whatsoever, and nor do its Authorised Representatives, to enter into any contract agreement or undertaking on behalf of Foresters nor to deal with or settle any claims in relation to the Products or bind Foresters in any way.
- 5.4. The Dealer Group acknowledges and agrees that the ownership of all intellectual property inherent in and derived from Foresters-produced information shall belong to Foresters.

6. Obligations of the Dealer Group

The Dealer Group must, and must take all reasonable steps to ensure its Authorised Representatives, at all times conduct their business in a proper and efficient manner and comply with all Applicable Laws and the Designated Procedures and must:

- 6.1. fairly and accurately represent the Products to Investors and not make any statement in relation to the Products which is misleading, deceptive, inaccurate or untrue;
- 6.2. not make any representation, warranty, projection or the like in relation to the performance of any Product other than to the extent it is authorised in writing by Foresters;
- 6.3. ensure that each prospective Investor is given the current Product Disclosure Statement and Target Market Determination for the applicable Product and given a reasonable opportunity to read that Product Disclosure Statement and Target Market Determination prior to completing the Application Form in respect of that Product, and not to modify any document or its text provided by Foresters in relation to the Products;
- 6.4. not complete or sign any Application Form on behalf of any Investor, unless duly authorised to do so or under a valid power of attorney;
- 6.5. ensure that only cheques are collected in respect of applications for investment and that all such cheques are made payable as specified in the relevant Product Disclosure Statement and Target Market Determination and are forwarded to Foresters with the completed Application Form, unless an alternative form of payment is agreed in writing by Foresters (Note: Foresters also accepts BPAY and Direct Debit contributions);
- 6.6. not prepare, issue, distribute or circulate any material by way of advertising or otherwise, in which Foresters or any reference to Foresters appears other than as issued by or approved in writing by Foresters;

- 6.7. comply with (insofar as they are applicable), and use reasonable endeavors to ensure that its Authorised Representatives comply with, all the obligations imposed on the Dealer Group and the Authorised Representatives by or under all Applicable Laws, ensure the Best Interest Duty is being met and that the Product/s recommended to Investors is suitable for their requirements (compliance with Target Market Determination for the Product);
- 6.8. maintain securely all material, including but not limited to sales support materials, Disclosure Statements, computer programmes, promotional statements and other documentation in relation to the Products supplied by Foresters and return the same upon termination of this agreement (other than to the extent it is required by law to retain a copy of such material);
- 6.9. effect and at all times maintain, at the Dealer Group's expense, professional indemnity insurance cover for at least \$1 million per claim and provide Foresters, at Foresters's request, with evidence of the existence and renewal of that insurance;
- 6.10. provide Foresters with an up to date list of the names and addresses of its Authorised Representatives who may from time to time deal with the Products within two weeks from the time that an Authorised Representative is appointed, removed, or otherwise amends their contact particulars or the scope of the delegated authority and function conferred by the Dealer Group is amended
- 6.11. obtain and keep current any appropriate registration, authority or licence (including but not limited to an AFSL) from the relevant regulator, governmental authority or association necessary to undertake their obligations under this agreement and maintain that authority registration, authority or licence;
- 6.12. ensure that its Authorised Representatives obtain and keep current any appropriate registration, authority or licence from the Dealer Group and from any relevant regulator, governmental authority or association as is necessary for the Authorised Representative to perform their obligations under this agreement;
- 6.13. advise Foresters immediately if its registration, authority or licence or that of its Authorised Representatives is suspended, cancelled or varied or conditions are imposed on or added to such registration, authority or licence that may affect the performance of the Dealer Group's obligations under this agreement;
- 6.14. provide Foresters on request with written evidence that the Dealer Group and its Authorised Representatives hold the necessary authority, registration or licence in accordance with clauses [6.11](#), [6.12](#) and [6.13](#);
- 6.15. comply with the provisions from time to time of any code of practice issued by any regulator, governmental authority or association that is relevant to the Dealer Group's obligations under this agreement; and
- 6.16. establish an adequate dispute resolution procedure to deal with disputes in relation to the marketing of the Products and other disputes between the Investors and the Dealer Group and/or its Authorised Representatives.

7. AML Legislation obligations

- 7.1. The Dealer Group acknowledge that the provision of services to its Investors in connection with this agreement may constitute the provision of a “designated service” under the AML Legislation.
- 7.2. The Dealer Group warrant that:
 - 7.2.1. at all times it will comply with its obligations as a reporting entity under the AML Legislation (**AML/CTF Requirements**);
 - 7.2.2. when providing a designated service (as that term is defined under the AML/CTF Requirements) in respect of the Products it will
 - (a) collect, verify and store the relevant customer information in accordance with an appropriate customer identification procedure as required by the AML/CTF Requirements and in accordance with Australian industry guidance or standards; and
 - (b) implement and adopt appropriate employee due diligence and risk awareness training programs.
- 7.3. In respect of any information or records made or collected in satisfying the Dealer Group’s and Authorised Representative’s obligations at law and pursuant to this Agreement, the Dealer Group:
 - 7.3.1. agrees to retain and continue to retain all the information and records on behalf of Foresters for at least seven years following the cessation of its relationship with Foresters;
 - 7.3.2. agrees to comply with any reasonable request by Foresters to provide Foresters with originals, copies of, or access to (whichever Foresters requests), any or all of such information and records relevant to this agreement, irrespective of whether or not Foresters has previously made a request in respect of the information or records;
 - 7.3.3. agrees to notify Foresters as soon as practicable and in any event within 14 days of becoming aware of any event affecting or likely to affect its retention of the information or records, including the ability to access the information or records or the integrity of the information or records;
 - 7.3.4. agrees to comply with any reasonable request to allow Foresters to conduct on-site visits to its premises, for the purpose of accessing or assessing such information or records or its customer identification procedure (including to the implementation and compliance with such procedure); and
 - 7.3.5. agrees that in the event of any enquiry from or investigation by any regulators, governmental authorities or law enforcement agencies it will assist Foresters, and/ or provide any information or records to Foresters (the regulators, governmental authorities or law enforcement agencies), to assist any enquiry they may have or investigation they may conduct

- 7.4. The Dealer Group agree to:
- 7.4.1. notify Foresters of any proposed changes to its customer identification procedures used to satisfy its obligations at law and pursuant to this Agreement no later than 30 days before the changes are to be implemented;
 - 7.4.2. on request allow Foresters to conduct periodic or ad hoc assessments to enable Foresters to determine that it is appropriate for Foresters to rely on the applicable customer identification procedure it has carried out in satisfying its obligations in [7\(a\)](#) above;
 - 7.4.3. on request agree to have conducted, when Foresters reasonably requests, an independent audit of its compliance with the AML/CTF Requirements at the Dealer Group's expense.
- 7.5. The Dealer Group agrees to promptly notify Foresters if it becomes aware that:
- 7.5.1. it may dispose, or someone may take possession, of the whole or any part of its assets, operations or business other than in the ordinary course of business;
 - 7.5.2. it may cease to carry on business;
 - 7.5.3. it may cease to be able to pay its debts as they become due;
 - 7.5.4. any step may be taken to enter into any arrangement between the Dealer Group and its creditors;
 - 7.5.5. any step may be taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, an administrator or other like person of the whole or part of its assets, operations or business; or
 - 7.5.6. where the Dealer Group is a corporation or partnership, any step may be taken or has occurred to wind-up, dissolve or deregister the Dealer Group.
- 7.6. The Dealer Group agree, to the extent that it is not prohibited by law from doing so, to notify Foresters of any action taken by AUSTRAC or any of its authorised officers in relation to its compliance with the AML/CTF Requirements.
- 7.7. The Dealer Group warrants that it will ensure that any agent or Authorised Representatives acting on its behalf that make arrangements for Investors to receive a designated service from Foresters will comply with the AML/CTF Requirements and this clause [7](#)
- 7.8. The Dealer Group acknowledge that in order to enable Foresters to meet its obligations under the AML/CTF Requirements, Foresters may:
- 7.8.1. delay, block or refuse transactions where Foresters has reasonable grounds to believe that these transactions may breach Australian law or the law of any other country;
 - 7.8.2. from time to time, require additional information from the Dealer Group and/or Authorised
 - 7.8.3. Representative to assist Foresters in meeting its obligations as required by the AML/CTF Requirements; and
 - 7.8.4. disclose the information gathered by Foresters to regulatory and/or law enforcement agencies in accordance with AML/CTF Requirements.

8. **Obligations of Foresters**

Foresters must

- 8.1. In consideration for the execution of this Agreement, provide the Authorised Representatives nominated by the Dealer Group from time-to-time with access to Foresters' Adviser Portal, subject to the Authorised Representative's compliance with both Applicable Law and the terms and conditions of portal access prescribed by Foresters from time-to-time;
- 8.2. provide an up to date Product Disclosure Statement and Target Market Determination in respect of each Product to the Dealer Group from time to time as required by the Applicable Law and as promptly as reasonably practicable;
- 8.3. notify the Dealer Group as soon as reasonably practicable of any amendments to a Product Disclosure Statement and Target Market Determination and when a Product Disclosure Statement and Target Market Determination is supplemented, withdrawn or replaced, to enable the Dealer Group to comply with their obligations under this agreement and under Applicable Laws;

9. **Indemnities**

- 9.1. The Dealer Group must indemnify and keep indemnified Foresters against all Claims to the extent they arise or are incurred in connection with the negligence, fraud, dishonesty or breach of this agreement by the Dealer Group or its Authorised Representatives, employees, servants or agents
- 9.2. Foresters must indemnify and keep indemnified the Dealer Group against all Claims to the extent they arise or are incurred in connection with the negligence, fraud, dishonesty or breach of this agreement by the Foresters or its employees, servants or agents

10. **Term and Termination**

- 10.1. This agreement commences on the Commencement Date and continues until terminated in accordance with this clause 10 or the parties otherwise agree in writing to terminate this agreement.
- 10.2. Either party may terminate this agreement without cause upon 14 days' notice in writing to the other party.
- 10.3. A party may terminate this agreement with immediate effect by notice to the other party if:
 - 10.3.1. the other party fails to perform or observe any term or condition of this agreement and if the failure to comply is capable of remedy, the other party does not remedy the failure to comply within fourteen (14) days of receiving written notice to do so;
 - 10.3.2. a receiver or receiver and manager is appointed in respect of the assets of the other party;
 - 10.3.3. an application or order is made for the winding up of the other party;

- 10.3.4. the other party being an individual commits an act of bankruptcy or is declared bankrupt or dies;
- 10.3.5. the other party ceases to carry on its business or enters into a scheme of arrangement with or assignment for the benefit of its creditors;
- 10.3.6. the other party being the Dealer Group ceases to hold, for whatever reason, an AFSL;
- 10.3.7. where the other party is the Dealer Group, the lapse, cancellation or expiration of the Dealer Group's professional indemnity insurance as required under this agreement; or
- 10.3.8. if in that party's reasonable opinion continued association with the other party would bring it into disrepute resulting from a public offence or other such material issue.

11. Consequences of Termination

Upon termination of this agreement:

- 11.1. the Dealer Group must and must take all reasonable steps to ensure its Authorised Representatives immediately cease to hold themselves out as authorised to sell the Products; and
- 11.2. the Dealer Group must and must take all reasonable steps to ensure its Authorised Representative/s promptly complies with the obligations upon termination.

PART 3 - GENERAL

12. Disputes

- 12.1. Each party acknowledges that damages may not be a sufficient remedy for any breach of this agreement and each party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the other party, in addition to any other remedies available at law or in equity.
- 12.2. The parties must cooperate with each other and use all reasonable endeavours to resolve by mutual agreement any disputes or differences between them and all other difficulties which may arise from time to time under this agreement.
- 12.3. Subject to clause [12.5](#), any dispute or difference which cannot be resolved by mutual agreement will be resolved in accordance with the following procedure:
 - 12.3.1. the party claiming that a dispute exists must notify the other party that a dispute exists and a meeting must be convened as soon as practicable between the most senior executive, or manager, of each party for resolution of the dispute or difference;

- 12.3.2. if the parties submitting are unable to resolve the dispute or difference within 30 days the parties shall as soon as practicable submit such a dispute or difference for mediation where such a mediation shall be conducted in accordance with the Australian Commercial Dispute Centre mediation guidelines; and
- 12.3.3. if the dispute or difference is not resolved by the persons referred to in clause [12.3.2](#) within such time as they agree but not being more than 30 days, the parties may deal with the dispute through normal legal channels.
- 12.4. Compliance with the provisions of clause [12.3](#) by the party wishing to have a dispute or difference resolved is a condition precedent to any entitlement to a claim, relief or remedy, whether by way of proceedings in a court of competent jurisdiction or by mediation proceedings under this agreement or otherwise in respect of such dispute or difference provided that party is not prevented from seeking urgent interlocutory relief in a court of competent jurisdiction.
- 12.5. Nothing in this clause [12](#) prevents a party from commencing, or forces a party to delay commencing, proceedings in a court to seek urgent interlocutory, injunctive or declaratory relief, where a party reasonably considers it necessary to do so in order to protect its position.

13. Privacy

- 13.1. The Dealer Group must and shall ensure that its Authorised Representatives:
- 13.1.1. observe the Privacy Law and Foresters's requirements as notified to the Dealer Group by Foresters from time to time, in respect of all Personal Information;
- 13.1.2. promptly follow any reasonable direction of Foresters in relation to Personal Information;
- 13.1.3. ensure that only authorised personnel have access to Personal Information and all relevant personnel are properly trained to meet the requirements of this clause [13](#); and
- 13.1.4. establish procedures which will enable the Dealer Group to observe the requirements of the Privacy Law.
- 13.2. Each party must provide reasonable assistance to the other party to resolve any inquiry or complaint in relation to Personal Information.

14. Confidentiality

- 14.1. A party (**using party**) may only use Confidential Information of the other party:
- 14.1.1. if necessary to perform the using party's obligations under this agreement; or
- 14.1.2. if the other party consents to the use.
- 14.2. A party (**disclosing party**) may only disclose Confidential Information of the other party:

- 14.2.1. to the disclosing party's professional advisers;
- 14.2.2. if required by law;
- 14.2.3. if necessary to perform the disclosing party's obligations or exercise the disclosing party's rights under this agreement;
- 14.2.4. if the other party consents to the disclosure;
- 14.2.5. if and to the extent the information is publicly available other than by a breach of the disclosing party of this agreement, or any other agreement; or
- 14.2.6. if the information is already in the possession of the disclosing party or comes into the possession of the disclosing party other than by breach of this agreement, or any other agreement.

14.3. In this clause [14](#), the term "Confidential Information" means:

- 14.3.1. any term of this agreement;
- 14.3.2. trade secrets, know-how, financial data, accounting information, statistics, research, scientific, technical, product, market or pricing information of a party or relating to a party's systems, business, employees or contractors;
- 14.3.3. any other information belonging to a party that is marked "confidential"; and
- 14.3.4. any other information belonging to a party which is of a confidential nature.

15. **Warranties regarding capacity and status**

Each party, including any party that is a trustee of a trust, represents to each other party that each of the following statements is true and accurate as at the date of this agreement:

- 15.1. if it is a corporate entity, it is validly existing under the laws of its place of incorporation;
- 15.2. it has the power to enter into and perform its obligations under this agreement;
- 15.3. it has taken all necessary action to authorise its entry into and performance of this agreement;
- 15.4. its obligations under this agreement are valid and binding and enforceable against it in accordance with their terms; and
- 15.5. if it is a trustee, the beneficiaries of the trust of which it is trustee have, to the extent necessary, authorised the execution, delivery and performance of its obligations under this agreement.

16. **Assignment**

A party may only assign its rights or obligations under this agreement with the written consent of the other party.

17. **Amendment**

This agreement may only be amended in writing signed by the parties.

18. **No waiver**

18.1. A party may only waive a breach of this agreement in writing signed by that party or its authorised representative.

18.2. A waiver is limited to the instance referred to in the writing (or if no instance is referred to in the writing, to past breaches).

19. **No merger**

The rights and obligations under this agreement continue after expiry or termination of this agreement.

20. **Further action**

20.1. Each party must do all things necessary to carry out this agreement, including:

20.1.1. executing documents; and

20.1.2. ensuring its employees and agents perform their obligations.

20.2. A party must not do anything that will prevent this agreement from being carried out.

21. **Entire agreement**

21.1. This document records the entire agreement between the parties about its subject matter.

21.2. The parties exclude all terms implied by law, where possible.

21.3. Neither party has given any warranty or made any representation to the other party about the subject matter of this agreement, other than those warranties and representations appearing in this document.

22. **Counterparts**

22.1. This agreement may be executed in any number of counterparts. A counterpart may be a facsimile (including by any means of electronic production).

22.2. Together all counterparts make up one document.

22.3. If this agreement is executed in counterparts, it takes effect when each party has received the counterpart executed by each other party, or would be deemed to have received it if a notice.

23. Notice

23.1. Notice must be in writing and in English, and may be given by an authorised representative of the sender.

23.2. Notice may be given to a person:

23.2.1. personally;

23.2.2. by leaving it at the person's address last notified;

23.2.3. by sending it by pre-paid mail to the person's address last notified;

23.2.4. by sending it by facsimile to the person's facsimile number last notified;

23.2.5. by sending it by electronic mail to the person's email address last notified.

23.3. Notice is deemed to be received by a person:

23.3.1. when left at the person's address;

23.3.2. if sent by pre-paid mail, 3 Business Days after posting;

23.3.3. if sent by facsimile, at the time and on the day shown in the sender's transmission report, if it shows that the whole notice was sent to the person's facsimile number last notified;

23.3.4. if sent by electronic mail, on the day after the day the message is showing on the sender's electronic mail system as having been properly transferred or transmitted.

However, if the notice is deemed to be received on a day which is not a Business Day it is deemed to be received on the next Business Day.

23.4. If two or more people comprise a party, notice to one is effective notice to all.

24. Governing law

24.1. This agreement is governed by the law of Victoria..

24.2. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of South Australia and the South Australian division of the Federal Court of Australia, and the courts of appeal from them.

24.3. No party may object to the jurisdiction of any of those courts on the ground that it is an inconvenient forum or that it does not have jurisdiction.

25. Costs

Each party must pay their own costs of preparing this agreement and any document required by this agreement.

EXECUTION CLAUSE - POWER OF ATTORNEY (FORESTERS LTD)

EXECUTED as an agreement on _____20_____

Executed for and on behalf of **FORESTERS LTD (ABN 27 087 649 474)**

.....

Caroline Banhidy
Chief Executive Officer

.....

Witness

.....

Witness name

.....

Witness Title

Dealer Group to complete:

If Incorporated:

Executed by
 in accordance with the *Corporations Act 2001* (Cth):

.....
 Signature of Director/Sole Director

.....
 Name of Director

.....
 Signature of Director/Secretary

.....
 Name of Director/Secretary

Dealer Group Contact Details:

Dealer Group name	
ASIC Licence No.:	
Dealer ABN	
Key Contact Person	
Direct Phone Number	
Direct email address	
Physical Office Address	
Postal Address	
Primary Research/Ratings used	