

These terms and conditions govern the relationship between you, a StewartCONNECT Member (Member), and Stewart Title Limited (Stewart Title).

1. Membership

- 1.1 Membership of StewartCONNECT is available to solicitors and conveyancers who practice in Australia.
- 1.2 Applications for membership of StewartCONNECT may be made by completing and signing the Application Form. Stewart Title is under no obligation to approve any application for membership.
- 1.3 Applicants warrant that they hold the relevant professional indemnity insurance required in the Applicant's State or Territory. Stewart Title reserves the right to refuse to approve any application or terminate membership for breach of this warranty.

2. Appointment

- 2.1 Successful applicants will be appointed Members of StewartCONNECT and will be notified of the appointment within (five) 5 business days of submitting the application. An appointment is not effective until notice is received from Stewart Title. An appointment is not effective until notice is received from Stewart Title.
- 2.2 All Members are appointed representatives of Stewart Title solely in relation to advising on, and arranging for the issue of, Stewart Title insurance cover for their clients for the purposes of the Corporations Act 2001 (Cth) and Corporations Regulations 2001.

3. Membership Benefits

- 3.1 Processing Fee
 - 3.1.1 A Member may elect to receive a processing fee for each title insurance policy issued by Stewart Title and ordered by the Member for a client of the Member. This fee is paid in recognition of time spent by the Member in ordering a policy. The amount of the processing fee to be paid will be determined by Stewart Title from time to time. The processing fee will only be payable if a policy is actually issued by Stewart Title and is not validly cancelled by the insured.
 - 3.1.2 Payment of fees will be made once per month and will be for the total number of policies issued in the preceding month. Payment will be made into the nominated bank account of the Member.
 - 3.1.3 In the event a policy is validly cancelled after it has been issued by Stewart Title, an adjustment will be made in the following month in respect of any processing fee paid to the Member in relation to that cancelled policy.
 - 3.1.4 Stewart Title will issue a Recipient Created Tax Invoice to the Member each month in respect of the monthly processing fees paid by Stewart Title to the Member including any adjustments.
 - 3.1.5 The Member must not issue its own Tax Invoice in respect of the monthly processing fees paid by Stewart Title to the Member.
 - 3.1.6 The Member acknowledges that it is registered for GST and agrees to notify Stewart Title if it ceases to be registered for GST.
 - 3.1.7 Stewart Title acknowledges that it is registered for GST and agrees to notify the Member if it ceases to be registered.
- 3.2 Waiver and Indemnity
 - 3.2.1 Stewart Title will waive any rights and remedies or relief to which it becomes entitled by way of subrogation against Members where a claim arises as a result of a Member's negligence while acting for the insured in relation to an insured transaction under the Stewart Title policy.
 - 3.2.2 Stewart Title also agrees to indemnify the Member where the Member's client brings a claim against the Member with respect to a matter which would be covered under a title insurance policy issued by Stewart Title if the claim were brought under that policy.
 - 3.2.3 This waiver and indemnity will not apply where the Member's conduct is fraudulent or criminal, or the Member conspires with others who are engaged in fraudulent or criminal conduct, or is otherwise conduct that would amount to professional misconduct as defined in the relevant professional conduct rules which are applicable in the Member's State or Territory.
 - 3.2.4 The indemnity shall be limited to reasonable out of pocket expenses incurred by the Member, such as payment of any excess or deductible payable under the Member's professional indemnity policy and associated file retrieval/copying costs and will not exceed the amount of cover provided by Stewart Title under the policy.
- 3.3 Excess Layer Professional Indemnity Insurance
 - 3.3.1 Subject to clauses 3.3.2 - 3.3.7, each Member will have the benefit of being covered on an excess layer basis by a professional indemnity policy issued to Stewart Title by an Australian authorised general insurer ("PI Insurer") selected by Stewart Title in relation to the Member's Activities (the StewartCONNECT Professional Indemnity Policy).
 - 3.3.2 The Member acknowledges and agrees that the Member remains obligated to maintain any other relevant professional indemnity insurance required in the Member's State or Territory in accordance with the warranty provided in clause 1.3.
 - 3.3.3 The Member acknowledges and agrees that the StewartCONNECT Professional Indemnity Policy only covers the Member for amounts in addition to those covered by any other insurance cover (including any excesses or deductibles) applicable to the Member's Activities (including but not limited to the insurance described in the warranty provided in clause 1.3) and that the StewartCONNECT Professional Indemnity Policy will only cover the Member on a primary layer basis where no such other cover is in place.
 - 3.3.4 Stewart Title will pay the premium for the StewartCONNECT Professional Indemnity Policy as it falls due and will also pay any excess payable under the StewartCONNECT Professional Indemnity Policy on behalf of the Member should a claim be made by the Member. Members may be provided with a certificate of currency of insurance issued by the PI Insurer or the broker (as the case may be) upon request to Stewart Title.
 - 3.3.5 Members must comply with all terms and conditions of the StewartCONNECT Professional Indemnity Policy and provide all reasonable co-operation, information and assistance requested by Stewart Title and/or the PI Insurer in relation to the policy.
 - 3.3.6 Members must notify Stewart Title of any claim or circumstances that may lead to a claim under the StewartCONNECT Professional Indemnity Policy in a form, which may be modified from time to time, as requested by Stewart Title. If at the time of such notification there is any other insurance in force applicable to the Member's Activities, the Member shall promptly give to Stewart Title full details of such other insurance, including the identity of the insurer and the policy number, and such further information as Stewart Title and/or the PI Insurer may reasonably require.

- 3.3.7 The liability of the PI Insurer under the StewartCONNECT Professional Indemnity Policy is limited to \$15 million in total each year for all claims by all Members in that year (Year Maximum), and \$5 million for any one claim each year. The Year Maximum limit is shared between all Members of StewartCONNECT which means that any Member's Activities will not be covered under the StewartCONNECT Professional Indemnity Policy once the Year Maximum is reached in a particular year of cover until the end of that year.

4. Member Authorisation

- 4.1 Members will be authorised on a non-exclusive and no obligation basis by Stewart Title to:
 - 4.1.1 recommend Stewart Title Insurance products to their client;
 - 4.1.2 give advice about Stewart Title insurance products to their clients;
 - 4.1.3 distribute marketing material issued by Stewart Title to their clients;
 - 4.1.4 arrange title insurance for their clients by completing and submitting a Policy Order Form to Stewart Title, (together, 'Member's Activities').

5. No Authority to Bind

- 5.1 Members acknowledge and agree that as a member of StewartCONNECT, the Member is a representative of Stewart Title for the sole purpose of providing advice in relation to, and arranging for the issue of, Stewart Title insurance policies, but are not agents of Stewart Title.
- 5.2 Members undertake that they will not, at any time, hold themselves out as having any authority to commit or bind Stewart Title in any way.
- 5.3 Members acknowledge and agree that they are not authorised to and will not negotiate or waive any cover or any other matter concerning an order for title insurance on behalf of Stewart Title.

6. Training

- 6.1 Members agree that they and staff in their practice who conduct conveyancing matters will complete compulsory training of one (1) hour per annum to be provided by Stewart Title.
- 6.2 Stewart Title reserves the right to terminate the Member's appointment if the Member and/or their staff fail to complete the training.

7. Conduct of Members

- 7.1 As representatives of Stewart Title in advising on, and arranging for the issue of, Stewart Title insurance policies, Members may be required by Stewart Title, to undertake certain conduct, including:
 - 7.1.1 advising clients of the Member that the Member is a representative of Stewart Title; and
 - 7.1.2 advising clients of any benefits that the Member will receive from Stewart Title.
- 7.2 Subject to clause 7.3, Members must:
 - 7.2.1 comply with any reasonable direction given by Stewart Title in relation to their conduct as representatives of Stewart Title.
 - 7.2.2 advise Stewart Title immediately upon becoming aware of a possible claim under the policy for which Stewart Title might be liable and must not attempt to settle the matter without first contacting Stewart Title.
 - 7.2.3 comply with Stewart Title's procedures in reviewing title and title related matters and advise Stewart Title of all risks which are disclosed in searches and enquiries that the Member is required to undertake by Stewart Title.
- 7.3 To the extent that any of the Member's obligations to Stewart Title as set out in clause 7.2 come into conflict with the professional and fiduciary duties that a Member owes to the Member's client, including, but not limited to, following lawful instructions issued by the client, then to the extent of any inconsistency, the Member's professional and fiduciary obligations to the Member's client shall prevail over any obligations the Member owes to Stewart Title.
- 7.4 In the event that the Member's obligations as a representative of Stewart Title conflict with the Member's professional and fiduciary obligations to the Member's client (s), Stewart Title acknowledges and accepts that the Members' professional and fiduciary obligations to the members' client(s) shall take priority.
- 7.5 Stewart Title reserves the right to terminate the Member's appointment if the Member fails to comply with the obligations set out in clause 7.2 of these terms and conditions.

8. Cancellation

- 8.1 Members may, at any time, cancel their membership by providing written notice to Stewart Title.

9. Termination

- 9.1 Stewart Title in its absolute discretion, and at any time without prior notice, can terminate a member from StewartCONNECT. Termination will not affect the rights, obligations, duties and liabilities of any party to these terms and conditions which have accrued at the date of termination.
 - 9.2 Upon termination or cancellation of membership:
 - 9.2.1 The authorisation granted to the Member under clause 4 is revoked;
 - 9.2.2 the Member must return to Stewart Title all documents and any materials prepared by Stewart Title which are in the possession or control of the Member (or, if agreed to by Stewart Title, destroy such documents and materials); and
 - 9.2.3 the Member ceases to be a member of StewartCONNECT and must no longer promote or carry on any of the activities in clause 4.1 or hold out that it represents Stewart Title for any purpose.
- This clause survives termination or cancellation of membership.

10. Variation

- 10.1 Stewart Title may, in its absolute discretion, vary these terms and conditions from time to time. Members will be notified of any such variations.

11. Collection of Premiums

- 11.1 If Members elect to collect premiums due in respect of title insurance policies arranged by the Member in accordance with the authorisation granted to Members under clause 4.1 for remittance to Stewart Title, then the Member must immediately remit all premiums received from clients to Stewart Title without deduction or set-off.
- 11.2 Stewart Title only accepts payment of premium by cheque payable to Stewart Title or by direct debit into Stewart Title's nominated bank account.