

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

1. Distribution of Stewart Title Insurance Products

- 1.1. Stewart Title insurance products are designed to be distributed by solicitors, conveyancers and settlement agents ('Conveyancing Practitioners') who act on behalf of their clients in relation to their clients' purchase of real estate, including strata title (Real Estate Transaction).
- 1.2. StewartCONNECT® is a program which enables Conveyancing Practitioners to arrange Stewart Title insurance products on behalf of the client in relation to a Real Estate Transaction without the Conveyancing Practitioner being required to hold an Australian Financial Services Licence (AFSL).

2. Membership of StewartCONNECT

- 2.1. Membership of StewartCONNECT is available to available to Conveyancing Practitioners who practice in Australia.
- 2.2. Members warrant that they hold professional indemnity insurance required to practice as a Conveyancing Practitioner (as appropriate) in the State(s) or Territory(ies) in which the Member practices.

3. Appointment as a StewartCONNECT Member

- 3.1. By submitting an order for a Stewart Title insurance product on behalf of a client, the Conveyancing Practitioner and the firm or practice for which the solicitor or conveyancer is working when the order is submitted, will be appointed as a Member of StewartCONNECT. The appointment will take effect on the date the first policy order is submitted and will continue until the appointment is terminated by either party giving notice in writing to the other party.

4. StewartCONNECT Member Authorisation

- 4.1. In the course of acting for their client in relation to a Real Estate Transaction, Members are 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 on behalf of their clients, (together, 'Member's Activities').

5. Exemption from AFSL Requirement

- 5.1. In respect of the provision of title insurance, Stewart Title is exempt from the requirement to hold an AFSL under section 911A(2)(g) of the Corporations Act 2001 (Cth) (the Licensing Exemption).
- 5.2. Under section 911A(2)(a)(ii) of the Corporations Act 2001 (Cth) a representative of Stewart Title is also exempt from the requirement to hold an AFSL in respect of the provision of title insurance (the Representative Licensing Exemption).
- 5.3. Each Members is appointed as a representative of Stewart Title for the sole purpose of the Representative Licensing Exemption.

6. No Agency Relationship

- 6.1. Each Member of StewartCONNECT is authorised to carry out the Member's Activities but is not appointed as agent of Stewart Title. Each Member acts on behalf of their client(s) in relation to the Real Estate Transaction and is appointed as a representative of Stewart Title for the sole purpose of the Representative Licensing Exemption.
- 6.2. Each Member undertakes that they will not, at any time, hold themselves out to be an agent of Stewart Title or as having any authority to commit or bind Stewart Title as agent of Stewart Title in any way.
- 6.3. Each Member acknowledges and agrees that they are not authorised to, and will not, on behalf of Stewart Title, extend any cover, waive any exclusion or exception or vary any term of insurance ordered from and/or provided by Stewart Title.

7. Membership Benefits

- 7.1. Processing Fee
 - 7.1.1. A Member may elect to receive a processing fee for each title insurance policy issued by Stewart Title 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 issued by Stewart Title and the policy is not cancelled by the insured within the cancellation period.
 - 7.1.2. 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.
 - 7.1.3. 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.
 - 7.1.4. 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.
 - 7.1.5. The Member must not issue its own Tax Invoice in respect of the monthly processing fees paid by Stewart Title to the Member.
 - 7.1.6. The Member acknowledges that it is registered for GST and agrees to notify Stewart Title if it ceases to be registered for GST.
 - 7.1.7. Stewart Title acknowledges that it is registered for GST and agrees to notify the Member if it ceases to be registered for GST.
- 7.2. Waiver and Indemnity
 - 7.2.1. Stewart Title will waive any rights and remedies or relief to which it becomes entitled by way of subrogation against a Member where a claim arises as a result of the Member's negligence while acting for the insured in relation to an insured transaction under the Stewart Title policy.
 - 7.2.2. 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.

7.2.3. 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.

7.2.4. The indemnity will 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 insurance policy and associated file retrieval/copying costs and will not exceed the amount of cover provided by Stewart Title under the policy.

7.3. Excess Layer Professional Indemnity Insurance

- 7.3.1. Subject to clauses 7.3.2 to 7.3.7, 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).
- 7.3.2. 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 2.2.
- 7.3.3. The Member acknowledges and agrees that the StewartCONNECT Professional Indemnity Policy only covers the Member for amounts in addition to the cover provided 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 2.2) 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.
- 7.3.4. 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.
- 7.3.5. 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.
- 7.3.6. 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.
- 7.3.7. 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.

8. Cancellation

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

9. Termination

- 9.1. Stewart Title may, at any time without prior notice, terminate a Member's membership of StewartCONNECT. Termination will take effect immediately on notice being given but will not affect the rights, obligations, duties and liabilities of the Member under these terms and conditions which have accrued at the date of termination.

10. Effect of Cancellation or Termination

- 10.1. Upon termination or cancellation of membership:
 - 10.1.1. The authorisation granted to the Member under clause 4 is revoked and the Representative Licensing Exemption ceases.
 - 10.1.2. 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).
 - 10.1.3. 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.
- 10.2. This clause survives termination of membership.

11. Variation

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

12. Collection of Premiums

- 12.1. 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.
- 12.2. Stewart Title only accepts payment of premium by electronic funds transfer into Stewart Title's nominated bank account or by cheque payable to Stewart Title.