

OrbitProtect Affiliate Terms and Conditions

The following terms and conditions have been written to protect the OrbitProtect brand and ensure our customers are treated fairly.

These terms and conditions ('**Terms**') apply to the appointment by OrbitProtect Limited ('**OrbitProtect**', '**we**', '**us**', '**our**') of you, the OrbitProtect affiliate ('**you**', '**your**'). By agreeing to be an affiliate of OrbitProtect you agree that you have read, understood and accepted these Terms and you agree to be bound by them.

1 Your appointment

1.1 From the Appointment Date, we:

- a appoint you, on a non-exclusive basis, to promote the sale of Products to your customers, subscribers or supporters (as applicable) in accordance with these Terms; and
- b grant you a non-exclusive, non-transferable, non-assignable, royalty free licence under the OrbitProtect Intellectual Property to use the Company Resources on Your Websites in accordance with these Terms.

1.2 You are an independent contractor to us and nothing in these Terms will be deemed to create a relationship of employment, principal and agent, partnership or joint venture.

1.3 We may appoint other persons to promote and/or sell the Products.

2 Your role as an OrbitProtect affiliate

2.1 You will market and promote the Products to your customers, subscribers or supporters (as applicable) including by:

- a promoting the Products on Your Websites;
- b sending emails to existing customers, subscribers or supporters containing Product Information (provided any Product Information is approved in advance by us); and
- c posting to commercial newsgroups that permit the posting of commercial messages.

2.2 We will:

- a advise you of any proposed material changes to the Products, underwriting guidelines, premiums, payment of commission or changes to Product branding;
- b provide current Product Information to assist you to promote the Products; and
- c supply you with OrbitProtect brand guidelines to help you to display the OrbitProtect brand at a consistently high standard, including on Your Websites.

2.3 [We may provide a referral link ('**Link**') which will hyperlink to a bespoke landing page within OrbitProtect's website ('**Landing Page**') and track all [clicks or sales] from Your Websites.

2.4 You will be responsible for the implementation and maintenance of all URLs that are linked from Your Websites to the OrbitProtect website and Landing Page, including the Link.

- 2.5 You agree that:
- a we are not liable for any indirect or consequential loss, damage or expense (including lost information, revenue or profits or business) arising in connection with our supply of the Landing Page, its use or functionality (or lack of it);
 - b we take no responsibility for any system unavailability, or for any loss that is incurred as a result of any website or services including the Link and the Landing Page being unavailable; and
 - c we assume no responsibility for the corruption of any data or information held by us.
- 2.6 We will track any referral sales, and include these sales within your referral report as long as:
- a they come through the Link (if applicable); or
 - b if we provide a promocode, the customer quotes the promocode notified to you in writing by us.
- 2.7 We may reject or accept any application for a Product at our sole discretion.
- 2.8 Upon our acceptance of an application for Product from a Customer, that Customer is owned by us and you will have no ongoing relationship with that Customer in respect of the products and services we are offering.

3 **Commission**

- 3.1 We will pay Commission to you for applications for Products introduced by you and accepted by us; and/or
- as applicable based on the terms of your appointment.
- 3.2 Commission for sold Policies:
- a is expressed as a percentage of the Premium received by OrbitProtect, and this amount is inclusive of any GST or sales tax as applicable;
 - b is calculated on company premium, excluding any additional loadings (such as pre-existing conditions, additional manual work premium, general endorsement, age premium loading)
 - c will be paid only on the portion of the Premium that relates to a totally new Policy that has been issued, or where a new Policy is issued, more than three months after an existing Policy has been cancelled; and
 - d will be paid via direct credit to your nominated bank account, not before expiry of the 7 day cooling down period for the sold Policies.

If you are registered for GST, we will issue you with buyer-created taxable supply information in accordance with section 19K(4) of the GST Act and you agree not to issue any tax invoice to nib in respect of the same taxable supply. Buyer created taxable supply information will be generated monthly for all sales in that month and available to you through the portal. Payment will be made on these invoices, with any payment fees, including foreign exchange fees, paid out of your commission. The choice of foreign exchange provider is solely at our discretion.

- 3.3 You are not entitled to any Commission:
- a in respect of any sale of a policy to a Customer that is made as a result of the Customer approaching us directly, including by applying for a policy directly through our website or other marketing channel or from a related company;
 - b on the Premium for a Policy issued by us (**Replacement Policy**) that replaces wholly or partly an Existing Policy, or another Policy issued to the same Customer that was terminated within three months before or after the issue of the Replacement Policy; or
 - c for sold Policies cancelled by the Customer within the 7 day cooling down period.
- 3.4 Where a policy is cancelled by a Customer after the 7 day cooling down period and where we pay a refund of some or all of the Premium, we may clawback Commission repayable to us by retaining any future Commission payments owed to You until the full amount of the relevant clawback is recovered. If there are no future Commission payments, You will need to refund the clawback amount to us directly. The amount of any clawback amount will be calculated as a pro-rated amount. For example, if 20% of the premium for a policy is refunded by us, the clawback amount will be 20% of the Commission paid for that policy.
- 3.5 We will not be responsible for any bank charges, international currencies exchange fees or any other fees relating to the transfer of commission payments.
- 3.6 We may not be liable to pay Commission in respect of policies sold by us that have been referred to our website via another referral website at a later time than your referral occurred.
- 3.8 We will deduct withholding tax and any other deductions required by law prior to paying Commission.
- 3.9 You agree to notify us in writing if you are registered for GST purposes or if you cease to be registered for GST purposes.

4 Your responsibilities

- 4.1 In performing your obligations under clause 2, you agree:
- a neither you nor any of your representatives are our Nominated Representatives, as defined in the Financial Markets Conduct Act 2013 and any regulations made pursuant to that Act;
 - b neither you, nor any of your representatives, have authority to act or make any representation on our behalf or to bind us except as set out in these Terms or with our prior written approval;
 - c to clearly represent yourself and Your Websites as independent from OrbitProtect;
 - d to disclose to your customers, subscribers or supporters that you or an associate of you will (or may) receive Commission for the services provided under these Terms;
 - e to comply with all applicable laws, codes of practice, guidelines, standards or requirements;
 - f not to do anything that adversely affects or, in our reasonable opinion is likely to adversely affect, our interests or reputation or that of any of our related companies;

- g not to alter or tamper with and Company Resources or Product Information;
- h not to receive any money from Customers in relation to Products or Policies;
- i not to send out unsolicited commercial electronic messages or marketing emails to customers that don't have a functional unsubscribe facility;
- j not to quote Premiums or rates for Products different from those advised by us; and
- k not to commit us to accept an application for a Product or meet any actual or potential claim or represent that we will do so without written notice from us to that effect.

5 Intellectual property

5.1 All OrbitProtect Intellectual Property, including all goodwill that accrues through your use of OrbitProtect Intellectual Property, remains the property of OrbitProtect or its licensors and you:

- a do not acquire any rights, title or interest in or to the OrbitProtect Intellectual Property other than as granted under clause 1.1b;
- b will not copy, modify, reproduce or otherwise use any OrbitProtect Intellectual Property other than in accordance with these Terms or with our prior written approval;
- c will not do, or omit to do, anything in relation to the OrbitProtect Intellectual Property which does, or is likely to, adversely affect or bring into disrepute any member of the nib Group; and
- d will not challenge OrbitProtect's, or any member of the nib Group's, rights associated with the OrbitProtect Intellectual Property or seek to register any mark that is identical with, or similar to, any OrbitProtect Intellectual Property or that contains the word OrbitProtect.

5.2 We make no, and specifically disclaim all, express or implied warranties in relation to the OrbitProtect Intellectual Property.

6 Confidentiality

6.1 Subject to clause 4.1d, you will treat all information about these Terms, the Commission Schedule, and our business as strictly confidential and, unless disclosure is required by law (in which case you will notify us within a reasonable time prior to making that disclosure and will comply with our reasonable instructions in respect of that disclosure), only use or disclose such information as necessary to perform your obligations under these terms.

7 Termination of your appointment

7.1 Either party may terminate your appointment as an OrbitProtect affiliate at any time, for any reason, with immediate effect by providing at least 30 days' written notice to the other party.

7.2 You can terminate your appointment immediately, by written notice, if any of the following occurs:

- a we materially breach our obligations under these Terms and that breach is incapable of remedy or is not remedied within 20 Business Days of notice of the breach;

- b we become insolvent, or a receiver or statutory manager is appointed or goes into liquidation; or
- c we enter into any arrangement with our creditors.

7.3 We can terminate your appointment immediately, by written notice, if any of the following occurs:

- a you materially breach your obligations under these Terms and that breach is incapable of remedy or is not remedied within 20 Business Days of notice of the breach;
- b you become insolvent, bankrupt, go into liquidation (whether voluntarily or compulsorily), or have a receiver, statutory manager, administrator, liquidator or similar person appointed in respect of your assets or any part of your assets;
- c any act of, or conviction for, dishonesty or fraud by you or any of your directors, officers or representatives;
- d you breach any applicable laws, codes of practice or other relevant guidelines, standards or requirements;
- e your website discriminates or promotes discrimination on any prohibited ground, shows or promotes violence, sexually explicit material or otherwise offensive material, violates or encourages the violation of intellectual property rights or contains any computer viruses; or
- f there is a Change in Control of your business without you providing 30 days prior written notification.

7.4 Upon termination of your appointment:

- a your rights under clause 1.1 will immediately terminate;
- b we will not be liable to pay any Commission or other remuneration for any Products or other OrbitProtect products sold as a result of a referral by you after the termination date;
- c we will pay Commission owing to you for Landing Page clicks or Customer referrals made under these Terms before or on the termination date, provided that:
 - i we will cease to have any obligation to pay any Commission if we have terminated your appointment under 7.3; and/or
 - ii your entitlement to be paid any Commission following termination will end permanently if any of the circumstances listed in clause 7.3b to d arise;
- d you will not be entitled to hold yourself out as an 'OrbitProtect affiliate' or otherwise affiliated with any member of the nib Group;
- e each of us are released from our obligations under these Terms, other than any obligations under clauses 5 and 6.

7.5 Nothing in these Terms limits either party's on-going rights to communicate with Customers or to hold customer information relating to those Customers.

8 Liability

- 8.1 Subject to the limit in clause 8.2, you agree to indemnify us from and against any claim, demand, expense, liability or cost reasonably incurred or suffered by the other party for:
- a a breach by You of Your obligations under these Terms; or
 - b any willful, harmful or negligent act or omission.
- 8.2 Under no circumstances shall the liability of either party exceed the value of the total annual Commission paid pursuant to these Terms, unless the loss or damage is a result of gross negligence, bad faith, willful default or fraud.
- 8.3 In no circumstances shall a party be liable to the other whether in contract, tort or otherwise, for indirect or consequential loss or damage even if the party had been advised of, knew or should have known of the possibility of such loss or damage. However, if this clause is held invalid for any reason, such liability is limited to the value of the Commission paid or payable in respect of the Policies to which the claim relates.]

9 Dispute resolution

- 9.1 If a dispute arises in connection with these terms, we both agree to attempt to resolve it by negotiation within 10 Business Days, following which it will be referred to mediation with an independent mediator.
- 9.2 If we cannot agree on a mediator within five Business Days, then the mediator will be appointed by the President of the New Zealand Law Society. We will share the costs of the mediator equally between us unless otherwise agreed. Each party will bear its own costs. If the dispute is not resolved within 10 Business Days (or any other period that we mutually agree) of being referred to mediation, either of us may refer the dispute to the courts.
- 9.3 This clause 9 does not restrict or limit either of us from seeking interlocutory relief.

10 Notices

- 10.1 Each of us can give notices to the other so long as they are in writing and delivered by hand, prepaid post, email or facsimile to the address for notices the recipient has notified to the notice provider.
- 10.2 Any notice will be validly given:
- a in the case of hand delivery, when received;
 - b in the case of prepaid post, two Business Days after it is posted; and
 - c in the case of email, when the email enters the information system that hosts the recipient's email address.
- 10.3 If any notice is given on a day that is not a Business Day or after 5.00pm (NZ Standard Time) on a Business Day, the notice will be treated as received on the next Business Day.

11 General

- 11.1 We reserve the right to change these Terms and/or the Commission Schedule, from time to time by providing you with 60 days' notice. If you do not wish to accept the new Terms or Commission Schedule, you can terminate your appointment in accordance with clause 7.1.

- 11.2 You agree not to assign or transfer any of your rights under these Terms without our prior written approval. We may assign, transfer or delegate any of our rights and obligations under these Terms.
- 11.3 These Terms are governed by New Zealand law and the jurisdiction of the New Zealand courts

12 Definitions and interpretation

- 12.1 In these Terms, unless the context indicates otherwise:

Appointment Date means the date notified by us in writing as the date on which your appointment as an OrbitProtect affiliate commences.

Business Day means a day other than a Saturday or Sunday on which banks are open for business generally in Auckland, New Zealand.

Change in Control means, in respect of you (if you are a company) a direct or indirect change in the control of composition of your board, the control of more than one half of the voting rights attached to your shares, or the control of more than one half of your issued share capital.

Commission means the commission payable to you in accordance with the Commission Schedule.

Commission Schedule means OrbitProtect's schedule specifying the applicable Commission structure and levels, as provided to You and as amended from time to time in accordance with clause 11.1.

Company Resources means the OrbitProtect travel insurance policy website banners, quote panels, technical support details, text links, policy pricing data, applicable URLs to monitor referrals and sales and any other applicable web based resources.

Customer means any customer of yours who has purchased a Product as a direct result of a referral through the Link on Your Websites to the Landing Page, or if the referral occurs by email or telephone to OrbitProtect, any customers who quote the promocode notified to you in writing by us.

GST means goods and services tax.

GST Act means the Goods and Services Tax Act 1985.

nib Group means nib nz limited and any related company of nib nz limited.

OrbitProtect Intellectual Property means all and any trademarks (including the OrbitProtect logo), service marks, trade names, registered designs, unregistered design rights, copyrights, know how, domain names, internet addresses and or any other intellectual property belonging to or licensed to any member of the nib Group, whether registered or unregistered.

Policies means Products issued by us to Customers following the Appointment Date in respect of applications for Products you have introduced to us and we have accepted under these Terms.

Premium means the premium payable under any Policy to us and including premium for medical loadings but excluding administration charges, policy fees and GST.

Product Information means any hard copy or electronic brochure, application form, sample policy document, premium rates and other written material we issue for the purpose of marketing Products.

Products means the products listed in the Commission Terms.

Your Websites means any websites, applications, social media accounts or other digital platforms operated by you.

12.2 In the interpretation of these Terms, the following provisions apply unless the context otherwise requires:

- a a reference to a related company is to that term as defined in section 2(3) of the Companies Act 1993 as if "the company" in that definition included any body corporate whenever and wherever incorporated, including outside New Zealand;
- b a reference to the word 'include' or 'including' is to be construed without limitation; and
- c a reference to a party will include a reference to that party's successors and permitted assigns.