



Compliance Update & Helpline Service

WHY CHOOSE GOLD SEAL?

Our expert Compliance Services offer:

- **More free time** to focus on core business and service your clients, safe in the knowledge that Gold Seal is looking after your compliance and risk management issues
- **Cost effective legal services** – we are the only compliance and risk management consultancy with in-house legal staff
- **Comprehensive understanding** of your business issues with lawyers and consultants who have Insurance industry backgrounds
- **Regular updates** on changes in legislation to help you stay informed

GOLD BOOK UPDATE SERVICE

What you get:

- Regular updates of the Gold Book (a Business Operations Manual widely used by financial services intermediaries)
- Regular updates of all your Gold Seal templates and tools
- Gold Seal's highly praised Newsletters

What it costs:

Update Service for Current Users \$715.00 incl. GST (or \$650 plus GST) per year

Please note: Cluster group members, do check your website to see if similar materials are already available to you.

GOLD SEAL ASSIST – COMPLIANCE HELPLINE

What you get:

- Use of the Gold Seal Compliance Helpline - one of our most popular services, Gold Seal Assist is for anyone who wants fast and reliable information about regulatory or compliance issues
- Three hours telephone and/or email support per year for up to 3 authorised users
- Gold Seal's highly praised Newsletters

What it costs:

For 3 hours on-call help and advice \$935.00 incl. GST (or \$850 plus GST) per year

To **subscribe**, please complete the attached Subscription Form and return to Gold Seal by post or fax.

Contact us

For more information, please contact:

Claire Wivell Plater T: 02 8353 6604 or E: clairew@goldseal.com.au

Narelle Wooden T: 02 8353 6609 or E: narellew@goldseal.com.au



1. DEFINITIONS

Gold Seal
Gold Seal Risk Management Services Pty Ltd ABN 72 100 974 294,
PO Box 544 Robina DC, Robina QLD 4226.
Gold Seal does not mean Gold Seal Practice Management Pty
Limited ABN 89 107 895 027 or Gold Seal Legal Pty Limited ABN 13
106 708 856.
Financial Services Legislation
Legislation governing the operation of insurance intermediary
businesses including, but not limited to the financial services
provisions of the Corporations Act 2001 (Cth), the ASIC Act 2001
(Cth) and the Insurance Contracts Act 1984 (Cth).
Selected Services
The services selected by the Subscriber on the previous page which
may include one or more of Gold Book Updates or Gold Seal Assist as
further defined below.
2. PARTIES
- 2.1 This Agreement is between Gold Seal and the Subscriber named in
the attached Subscription Form.
3. SUBSCRIPTION
- 3.1 For 12 months from the Commencement Date and any further period
for which the Subscriber pays a Subscription Fee (each such period
being the Subscription Period), Gold Seal will provide the Selected
Services to the Subscriber.
- 3.2 The Commencement Date is the closest first day of a calendar quarter
to the date on which Gold Seal receives payment from the Subscriber
(for example: if payment is received on 25 January, the
commencement date will be 1 January, if payment is received on 25
June, the commencement date will be 1 July).
4. NEWSLETTERS
- 4.1 All subscribers to any of Gold Seal's Compliance Services will receive
copies of all newsletters providing information and guidance on the
implications of changes in the financial services legislation which Gold
Seal generally makes available to its customers.
5. UPDATE SERVICE
- 5.1 Provided the Subscriber has paid an initial licence fee for the Gold
Book Business Operations Manual (Gold Book), Gold Seal will make
available to the Subscriber in electronic form all updates,
modifications and alterations to the Gold Book and all other
compliance templates and tools that the Subscriber has purchased
from Gold Seal that are generally made available to its customers who
pay for such updates.
- 5.2 Gold Seal may in its absolute discretion determine the timing, scope
and content of the updates, modifications and alterations, having
regard to the extent and timing of regulatory and policy changes. Gold
Seal reserves the right to modify the Gold Book and its compliance
templates and tools from time to time by changing, removing or
adding information, features or data.
- 5.3 The Subscriber acknowledges that superseded Gold Books and
compliance templates and tools will become out of date and that, until
the next update is provided, replacement Gold Books and compliance
templates and tools will not incorporate any changes in the law or
contain information which may become effective subsequent to the
date shown on the replacement Gold Book and compliance templates
and tools.
6. GOLD SEAL ASSIST - COMPLIANCE HELPLINE 02 8353 6600
- 6.1 Gold Seal will provide 3 hours telephone and email support with
compliance, risk management and legal enquiries regarding the
implications of the Financial Services Legislation on the Subscriber's
business during the Subscription Period.
- 6.2 The Subscriber may nominate up to 3 authorised users of the Advice
Hotline by providing Gold Seal with their names, email addresses and
authorisation codes.
- 6.3 Each individual enquiry will be recorded at a minimum of 10 minutes.
- 6.4 If Gold Seal needs to undertake research in order to answer the
enquiry, Gold Seal will provide a fixed quotation or an estimate of its
fees for providing a response. The Subscriber is under no obligation to
utilise Gold Seal's services following the initial enquiry.
- 6.5 The Subscriber acknowledges Gold Seal cannot provide legal advice.
If legal advice is required to answer the enquiry, at the Subscriber's
request, Gold Seal may refer the enquiry to Gold Seal Legal.
- 6.6 Any information or guidance provided in response to an enquiry may
not be relied upon as definitive and is not a substitute for legal or other
professional advice provided following a full briefing on the
Subscriber's situation. This clause 6 shall survive the termination or
expiry of this Agreement.
7. SUBSCRIPTION FEE
- 7.1 Subscription Fees are payable annually in advance.
- 7.2 The Subscriber must pay the subscription fee for the Selected
Services which is applicable at the time of the initial or any
subsequent subscription (Subscription Fee).
- 7.3 One month prior to the expiry of the initial or any subsequent
Subscription Period, Gold Seal will send the Subscriber an offer to
renew the Subscription and an invoice for the Subscription Fee.
Provided the Subscriber pays the Subscription Fee, the Subscription
shall continue for a further 12 months on the same terms and
conditions (unless amended).
8. CONFIDENTIAL AND PERSONAL INFORMATION
- 8.1 Gold Seal acknowledges that it will be provided with confidential
information in relation to the Subscriber's business which is not in the
public domain and which could include the Subscriber's trade secrets,
confidential strategies, operations, processes, dealing, client listings,
organisation, structure, business, finance, transactions or affairs. Gold
Seal may also be provided with personal information.
- 8.2 Gold Seal agrees that it will not:
 - (a) divulge the information to any other person or company without
the Subscriber's express written authorisation, unless the
disclosure is required by law or when the Subscriber
authorises Gold Seal to disclose the information to others
when necessary in pursuit of the Subscriber's affairs; or
 - (b) use the information for its own benefit or to the Subscriber's
disadvantage.
- 8.3 Gold Seal will require any of its employees and consultants who have
access to the confidential information to provide a similar undertaking
to the Subscriber.
- 8.4 This Clause 8 shall survive the termination or expiry of this
Agreement.
9. SPAM
- 9.1 From time to time, Gold Seal may email information about its
products, services and activities which Gold Seal believes will be of
interest to the Subscriber. If the Subscriber does not wish to receive
these emails, the Subscriber may tell Gold Seal at any time by
sending an email to unsubscribe@goldseal.com.au.

10. OWNERSHIP OF INTELLECTUAL PROPERTY

10.1 The Subscriber agrees and acknowledges that all intellectual property rights of any type in the Gold Book and Gold Seal's compliance templates and tools is owned by Gold Seal I.P. Pty Limited ABN 80 105 158 790; and distributed by Gold Seal pursuant to a licence from Gold Seal I.P. Pty Limited.

11. DISCLAIMER

11.1 The services provided by Gold Seal Risk Management Services Pty Ltd are not a substitute for legal or other professional advice.

11.2 All of the Gold Seal companies' recommendations and advice will be based on the information and documentation that you provide to us.

11.3 None of the Gold Seal companies:

- (a) Accept responsibility for the accuracy or completeness of the information or documents supplied to us,
- (b) Accept responsibility for the identification of any non-compliance with or breach of the Australian financial services laws or for any deficiencies in your operational, compliance or risk management systems, policies and procedures in any areas we do not review or where information is either incomplete or not provided to us,
- (c) Guarantee that any legislative or compliance breach has not occurred in the past or will not occur in the future, or
- (d) Accept responsibility for the discovery, or action to be taken in relation to matters which could possibly give rise to claims and/or circumstances under any policy of professional indemnity insurance or otherwise.

11.4 This Clause 11 shall survive the termination or expiry of this Agreement.

12. TERM AND TERMINATION

12.1 This Agreement is for 12 months from the Commencement Date and will continue for any 12 month period thereafter in respect of which the Subscriber has paid the Subscription Fee (also referred to as the Subscription Period).

12.2 The Subscriber may terminate the Agreement at any time by providing 30 days notice in writing to Gold Seal, however Gold Seal is under no obligation to refund any part of the Subscription Fee in respect of the unexpired portion of the Subscription Period.

12.3 This Agreement will terminate immediately if one of the parties commits an act of bankruptcy or becomes an externally-administered body corporate within the meaning of the Corporations Law or has a provisional liquidator appointed.

13. MISCELLANEOUS

13.1 The Subscriber agrees that Gold Seal may use and disclose the Subscriber's details to companies associated with Gold Seal (including but not limited to Gold Seal Legal and Gold Seal Practice Management) for direct marketing by email or otherwise of Gold Seal companies' products and services to the Subscriber and other purposes.

13.2 This Agreement is governed by the law of New South Wales.
