

Date: [insert] Parties

Seller	Name	[insert full company name of Seller]
	ACN/ABN	[insert]
	Address	[insert]
	Email	[insert]
	Attention	[insert]
Buyer	Name	[insert full company name of Buyer]
	ACN/ABN	[insert]
	Address	[insert]
	Email	[insert]
	Attention	[insert]

- (A) The Seller carries on a general insurance [broking/agency] business and has a portfolio of clients.
- (B) The Seller wants to sell, and the Buyer wants to acquire, certain proprietary rights used in connection with the Seller's portfolio of clients (including any Goodwill and client records) to enable the Buyer to offer general insurance [broking/agency] services to those clients directly.

Operative provisions

1. Definitions

Where appearing in this agreement, the following words have the meaning set out below.

Actual Portfolio Income means the Commission Income and Fee Income earned by the Buyer in respect of the Insurance Portfolio in the Post-Sale Measurement Period.

Agreed Place has the meaning given in Item 1B of Schedule 1.

ASIC means the Australian Securities and Investment Commission.

Associate in respect of a person means anyone who is that person's associate under section 318 of the *Income Tax Assessment Act 1936* (Cth).

Bank Cheque means an unendorsed cheque made payable to the person to be paid and drawn on its own funds by a bank or authorised deposit-taking institution.

[OPTIONAL – delete this if “Bank Guarantee” Option will be deleted – see instructions in clause 5.5]

Bank Guarantee means a guarantee provided by a registered Australian bank or authorised deposit-taking institution under the *Banking Act 1959* (Cth).

Business means the business of providing Financial Services to the Clients, operated by the Seller as at the Execution Date.

Buyer Warranties mean the representations and warranties on the part of the Buyer contained in clause 7.3.

Clients mean the clients of the Seller within the Insurance Portfolio as at the Execution Date, particulars of which are detailed in Schedule 2, [OPTIONAL: include the following if new

clients will be obtained by the Buyer between Execution and Completion] plus any new clients of the Seller to whom the Seller provides Financial Services in the period prior to the Completion Date.

Client Claim has the meaning given to it in clause 3.6.

Client Data means:

- (a) All details, information, records and databases (however recorded or stored) relating to the Clients (including their personal information);
- (b) All information and databases relating to the management of the Insurance Portfolio and the provision of Financial Services to the Clients;
- (c) All underwriting and claims files in respect of the insurance policies held by a Client; and
- (d) **[OPTIONAL: This sub-clause is for the benefit of the Buyer]** All information relevant to the Clients necessary or desirable to assist the Buyer in servicing the Insurance Portfolio and providing Financial Services directly to the Clients in succession to the Seller.

Commission Income means the income from commissions which is paid or is payable by insurers in respect of the Insurance Portfolio but excludes any part of the commission paid to authorised representatives, distributors, referrers or other sub-agents, and ancillary income, such as interest, premium funding, workers' compensation services, risk management services and life insurance. Commission Income does not include Fee Income.

Completion means completion of the transaction in accordance with this agreement.

Completion Date means the date stated in Item 1 of Schedule 1.

[OPTIONAL: Delete this if clause 2 will be deleted – see instructions in clause 2]

Conditions has the meaning given by clause 2.1.

[OPTIONAL – delete this if “Escrow Account” Option will be deleted – see instructions in clause 5.5]

Deed of Grant of Security Interest means a deed granting a security interest in the intellectual property vesting in the Client Data on the terms contained in the document in Schedule 3.

Dispute has the meaning given in clause 12.

Encumbrance means any charge or claim, condition, equitable interest, lien (statutory or otherwise), encumbrance, option, proxy, pledge, lien, security interest as defined under the *Personal Property Securities Act 2009* (Cth), mortgage, a right of a person to acquire a security or to restrain someone from acquiring a security (including under a right of pre-emption, a right of first refusal or right of first offer), retention of title agreement, defect in title or restriction of any kind or nature, or exercise of any other attribute of ownership of the Client Data or Insurance Portfolio including an agreement to create any of the aforementioned or to allow any of them to exist.

[OPTIONAL – delete this if “Escrow Account” Option will be deleted – see instructions in clause 5.5]

Escrow Account means an account maintained with an Australian bank or other authorised deposit taking institution under the *Banking Act 1959* (Cth):

- (a) Established as a trust account for the benefit of the Seller;