

Terms and Conditions for the JMP Financial Pty Ltd Affiliate Program

1. Introduction Welcome to the JMP Financial Pty Ltd Affiliate Program (“Affiliate Program”). By participating in our Affiliate Program, you agree to comply with these Terms and Conditions (“Terms”). Please read them carefully before joining the program. These Terms constitute a binding agreement between you (“Affiliate”) and JMP Financial Pty Ltd (“we,” “us,” or “our”).

2. Commission Rate Affiliates will earn a commission of 30% of the net upfront Year 1 commissions received by JMP Financial Pty Ltd for policies sold to Qualifying Customers. Net commissions are defined as the total commissions received by JMP Financial Pty Ltd after deducting licensee fees.

3. Qualifying Customer A Qualifying Customer is defined as:

1. Any individual referred to JMP Financial Pty Ltd either through your custom affiliate link or via a warm referral.
2. The individual must successfully put an insurance policy in place with one of JMP Financial Pty Ltd’s approved insurers.
3. A commission must be paid to JMP Financial Pty Ltd for the policy. If a client’s application is declined or the policy is not underwritten, no commission will be payable.

4. Payment Terms

1. Payments to Affiliates will be made within 30 days of the relevant commissions being received by JMP Financial Pty Ltd.
2. Payments will be deposited into your nominated bank account.
3. For significant policies generating commissions exceeding \$10,000, delays may occur due to additional licensee restrictions. These payments may not adhere to the standard 30-day timeline.

5. Clawback Period

1. All underwritten insurance policies are subject to a 2-year clawback period.
2. If a policy is cancelled, altered, or otherwise triggers a clawback during this period, you will be notified.
3. Any clawback amounts will be offset against future payments.
4. Affiliates are not obligated to repay clawed-back commissions directly.
5. Significant policies generating over \$10,000 in commissions are subject to further licensee restrictions, which may delay the receipt of commissions.

6. Affiliate Responsibilities

1. While we strive to ensure that referrals are correctly attributed, tracking discrepancies may arise due to blocked cookies or miscommunication by clients regarding their referral source.
2. To ensure proper allocation, you must notify us via email whenever you refer a client. This email should include the client's name and relevant details.
3. Affiliates can monitor active referrals and their status through our client portal.

7. Policies Subject to Underwriting

1. All insurance policies are subject to full medical underwriting.
2. While some applications may be approved promptly, complex cases requiring specialist reports or additional testing may take several months to process.
3. If a client's policy is declined during the underwriting process, no commission will be payable.

8. Compliance with Laws and Ethical Standards

1. Affiliates must comply with all applicable Australian laws and regulations, including but not limited to the Australian Consumer Law.
2. Affiliates must not engage in any misleading, deceptive, or unethical conduct while promoting JMP Financial Pty Ltd's services.
3. Affiliates are prohibited from making unauthorized claims about JMP Financial Pty Ltd's services or guarantees.

9. Termination

1. JMP Financial Pty Ltd reserves the right to terminate your participation in the Affiliate Program at any time for breach of these Terms or for any reason deemed necessary.
2. Upon termination, you will no longer have access to the Affiliate Program, and any unpaid commissions will be processed in accordance with these Terms.

10. Confidentiality

1. Affiliates must treat all information regarding JMP Financial Pty Ltd's business operations, clients, and processes as strictly confidential.
2. This obligation survives the termination of your participation in the Affiliate Program.

11. Limitation of Liability

1. JMP Financial Pty Ltd shall not be liable for any indirect, incidental, or consequential damages arising from your participation in the Affiliate Program.
2. Our maximum liability for any claim arising under these Terms is limited to the total commission payable to you during the preceding 12 months.

12. Amendments JMP Financial Pty Ltd reserves the right to update or modify these Terms at any time. Affiliates will be notified of any changes via email or through the client portal. Continued participation in the program after such changes constitutes acceptance of the updated Terms.

13. Governing Law These Terms are governed by the laws of Queensland, Australia. Any disputes arising under these Terms shall be resolved in the courts of Queensland.

14. Contact Us For questions or concerns regarding these Terms, please contact us at info@jmpfinancial.com.au.

By joining the Affiliate Program, you acknowledge that you have read, understood, and agree to these Terms and Conditions.