Executive Summary

This referral agreement is intended for use by credit representative brokers creating an agreement between themselves and referrers who are not licensed under the NCCP licensing regime.

Referral Agreement

Dated {Insert Date}

Parties

The person or persons specified in Item 1 of the Details (Broker)

The person or persons specified in Item 3 of the Details (Referrer)

Introduction

A. The Broker is an authorised credit representative of the Aggregator (Item 2 of the Details) and conducts a finance broking business.

B. The Referrer conducts the Referrer's Business and may refer Customers to the Broker, for the Broker to contact the Customer to discuss the potential provision of Credit Services to the Customer, on the terms of this Agreement.

It is agreed

The Broker and the Referrer have agreed that the Referrer may provide Referrals to the Broker on the terms set out in the Details in Schedule 1 and subject to the Agreed Terms in Schedule 2.

Executed as an agreement.

By the Broker:

______________________________	______________________________
Signature of Director/company secretary	Signature of Director/company secretary
______________________________	______________________________
Name of Director/company secretary	Name of Director/company secretary

By the Referrer:

______________________________________	______________________________________
Signature of Director/company secretary	Signature of Director/company secretary
______________________________________	______________________________________
Name of Director/company secretary	Name of Director/company secretary

Schedule 1 - Details

Item 1	Broker	
	Name:	{Broker Legal Entity name} trading as {trading name}
	ABN:	{Broker ABN}
	Address:	{Broker Address}
	Email:	{Broker email}
Item 2	Aggregator	
	Name:	LMG Broker Services Pty Ltd
	ABN:	67 632 405 504
	Address:	Level 26, 111 Eagle Street, Brisbane City Qld 4000
	Email:	customerservice@loanmarket.com.au
Item 3	Referrer	
	Name:	{Referrer Legal Entity name} trading as {trading name}
	ABN:	{Referrer ABN}
	Address:	{Referrer Address}
	Email:	{Referrer email}

Item 4 Referrer's Business

The Referrer operates {… Insert Referrers Legal Entity name…} under the name {… Insert Referrers Trading Name…}.

Item 5 Referral Fees and payment terms

The Referrer Fee Schedule is described in Annexure A – Referrer Fee Schedule

Schedule 2 - Agreed Terms

1 Referrals

1.1 The activities to be conducted by the Referrer under this Agreement are limited to:

(1) informing Customers that the Broker is able to provide Credit Services; and

(2) providing the Broker with the following information within 5 Business Days of the Referrer informing Customer that the Broker is able to provide Credit Services:

(a) the names and contact details of the Customer; and

(b) a brief description of the purposes for which the Customer may require Credit Services.

1.2 When referring a Customer to the Broker, the Referrer must:

(1) only inform the Customer that the Broker is able to provide Credit Services;

(2) not provide any recommendations or advice concerning, or details of, the Financial Products in respect of which the Broker is able to provide Credit Services;

(3) at the same time as the Referrer informs a Customer that the Broker is able to provide Credit Services, inform the Customer that the Referrer is receiving the Referral Fees from the Broker, the details of the Referral Fees and any other benefits to be received by the Referrer;

(4) provide the Broker with the information described in clause 1.1(2), in the manner and form specified by the Broker; and

(5) comply with the NCCP Act and all laws.

1.3 The Referrer must obtain written consent from the Customer prior to providing the Broker with the information described in clause 1.1(2).

1.4 The Referrer must not require the Customer to pay a fee, or provide any other consideration or benefit, to any person (including the Referrer) in relation to a Referral.

1.5 The Referrer is not obliged to submit Referrals to the Broker or do business with the Broker.

2 Referral Fees

2.1 Subject to the Referrer complying with its obligations under this Agreement, the Broker must pay the Referral Fees to the Referrer in respect of Referrals that result in Settled Loans in accordance with Item 4 of the Details.

2.2 The Broker may deduct from the Referral Fees any amounts owing to the Broker by the Referrer.

2.3 The Referrer must pay to the Broker on demand any amounts which the Broker is required to repay in connection with a Settled Loan with respect to which the Referrer has received

Referral Fees, up to the amount of the Referral Fees paid to the Referrer in relation to that Settled Loan.

2.4 The Broker may, in its discretion, by 30 days written notice to the Referrer change the amount or manner of calculation of the Referral Fees.

3 Referrer's warranties and obligations

3.1 The Referrer warrants and undertakes to the Broker, on the date of this Agreement and each time a Referral is made, that the Referrer:

(1) has complied with its obligations in clause 1

(2) is not the holder of an Australian Credit Licence or a Credit Representative;

(3) is not banned from making Referrals or engaging in any other Credit Activity under:

(a) any law of a state of territory of Australia; or

(b) a banning order or disqualification order under Part 2-4 of the NCCP Act;

(4) provides Referrals as a matter incidental to the carrying on of the Referrer's Business (which is not principally making contact with persons for the purpose of giving their names or other details to another person); and

(5) does not conduct a business as part of which the referrer contacts persons face-to-face from non-standard business premises (as that term is defined in the NCCP Act).

3.2 The Referrer must:

(1) maintain any licences or approvals necessary to conduct the Referrer's Business and make Referrals;

(2) obtain all the necessary consents from individuals to enable the Broker and the Aggregator to comply with the Privacy Act 1988 (Cth);

(3) comply with all reasonable and lawful directions of the Broker;

(4) act with utmost good faith in all its dealings with the Broker and not provide any information to the Broker that is inaccurate, misleading or incomplete and

(5) subject to its disclosure obligations to Customers, keep the terms of this Agreement and any information acquired or developed in connection with this Agreement (excluding publicly available information) strictly confidential and not disclose it to third parties without the prior written consent of the Broker.

3.3 The Referrer must not (except solely in connection with providing services to the Customer as part of the Referrer's Business):

(1) make any representations to Customers about their prospects of obtaining a Financial Product or the terms of a Financial Product; or

(2) deal directly with any financier in relation to any Customer referred to the Broker.

4 Termination

4.1 Either party may terminate this Agreement without cause by giving not less than 14 days' notice in writing to the other party. This Agreement terminates at the expiration of the period of notice does not affect any claim either party may have against the other arising out of the terms of this Agreement at the date of the termination.

4.2 Either party may immediately terminate this Agreement if the other party:

(1) breaches this Agreement and fails to remedy the breach within 5 Business Days of being given written notice of the breach;

(2) is fraudulent or commits any gross negligence or gross misconduct under this Agreement; or

(3) is subject to an Insolvency Event.

4.3 On termination of the Agreement, (except termination by the Broker under clause 4.2) the Broker must continue to pay the Referral Fees to the Referrer in respect of Referrals that result in Settled Loans prior to the date of termination.

4.4 The Broker's obligation to continue paying Referral Fees ends if clauses 4.2(2) or 4.2(3) apply (even if the act, omission or event occurs after the date of termination).

5 Indemnity

5.1 The Referrer indemnifies the Broker and the Aggregator against all losses, liabilities and costs (including legal costs on a full indemnity basis) incurred by the Broker and the Aggregator arising directly or indirectly as a result of or in connection with:

(1) a breach by the Referrer of the Agreement; and

(2) any act or omission of the Referrer (including any warranty, promise or representation made by the Referrer).

6 GST

6.1 The Broker and the Referrer warrant to each other that they will be registered for GST at all times during the Term. The Broker and the Referrer must notify each other if they cease to be registered for GST at any time during the Term.

6.2 Regardless of any other provision of this Agreement, if a GST is imposed on any *Supply* made under or in accordance with this Agreement, to:

(1) The Broker by the Referrer, the amount the Broker; or

(2) the Referrer by the Broker, the amount which the Referrer;

must pay for the Supply increases by the amount of the GST. .

6.3 A party's right to payment under this Agreement for any *Taxable Supply* is subject to a valid *Tax Invoice* being delivered to the party liable to pay for the *Taxable Supply*.

6.4 If the Referrer makes any *Supplies* to the Broker under this Agreement, the Broker may issue *Tax Invoices* and *Adjustment Notes* on behalf of the Referrer in accordance with the *A New Tax System (Goods and Services Tax) Act 1999 Classes of Recipient Created Tax Invoices Determination (No. 1) 2000*. Where the Broker does so:

(1) it must provide the Referrer with prior written notice;

(2) the Referrer must not issue *Tax Invoices* and *Adjustment Notes* in relation to the same *Supplies*.

6.5 Expressions in italics in this clause 6 bear the same meaning as those expressions in the GST Act.

7 Notices

7.1 A notice or other communication connected with this Agreement (Notice) has no legal effect unless it is in writing. In addition to any other method of service provided by law, the Notice may be:

(1) sent by e-mail to the e-mail address of the addresses; or

(2) sent by prepaid post or delivered to the address of the addressee set out in this Agreement or subsequently notified by the addressee to the other parties in writing.

7.2 A Notice must be treated as given and received, if:

(1) sent by post, on the 2^{nd} Business Day (at the address to which it is posted) after posting;

(2) sent by e-mail before 5pm on a Business Day at the place of receipt, on the day it is sent or notified and otherwise on the next Business Day at the place of receipt; or

(3) otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise the next Business Day at the place of delivery.

7.3 Despite clause 7.2(2) an e-mail message is not treated as given or received if the sender's computer reports that the message has not been delivered, or it is not received in full within 3 hours after the transmission ends.

7.4 A Notice sent or delivered in a manner provided by clause 7.1 must be treated as validly given to and received by the party to which it is addressed even if:

(1) the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent; or

(2) the Notice is returned unclaimed.

7.5 Any Notice by a party may be given and may be signed by its solicitor.

8 Definitions and interpretation

8.1 Definitions

In this Agreement, unless the contrary intention appears:

(1) **Agreement** means this document, including the Details, this Schedule 2 and any annexure to it;

(2) **Aggregator** means the entity named in Item 2 of the Details and their related entities.

(3) **Australian Credit Licence** means an Australian Credit Licence as defined in section 35 of the NCCP Act that is issued by ASIC;

(4) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or bank holiday in the place where an act is to be performed or a payment is to be made;

(5) **Credit Activity** means a relevant credit activity as defined in section 6 of the NCCP Act;

(6) **Credit Representative** means a person:

(a) authorised as a credit representative of a holder of an Australian Credit Licence pursuant to section 64 of the NCCP Act; or

(b) sub-authorised as a credit representative of a holder of an Australian Credit Licence pursuant to section 65 of the NCCP Act;

(7) **Credit Services** means the provision of services to financiers and Customers relating to the preparation and submission of applications for Financial Products;

(8) **Customer** means a client or potential client of the Referrer that the Referrer refers to the Broker in accordance with clause 1;

(9) **Financial Product** means the financial products (including loans) that the Broker offers or markets in connection with the business conducted by the Broker;

(10) **Insolvency Event** means the happening of any of these events in relation to a party (**Defaulting Party**):

(a) the Defaulting Party suspends payment of its debts;

(b) the Defaulting Party becomes an externally-administered body corporate under the Corporations Act 2001;

(c) a controller (as defined in section 9 of the Corporations Act 2001) is appointed of any of the property of the Defaulting Party or any steps are taken for the appointment of a controller (but not where the steps taken are reversed or abandoned within 14 days;

(d) the Defaulting Party commits an act of bankruptcy; or

(e) the Defaulting Party is unable to pay its debts as and when they fall due;

(11) **NCCP Act** means the National Consumer Credit Protection Act 2009 (Cth) and includes the National Credit Code contained in Schedule 1 of the NCCP Act;

(12) **Privacy Act** means the *Privacy Act 1988 (Cth)* and includes the Australian Privacy Principles.

(13) **Referral** means a referral of a Customer to the Broker in accordance with clause 1;

(14) **Referral Fees** means the fees specified in Item 4 of the Details;

(15) **Referrer's Business** means the business described in Item 3 of the Details;

(16) **Related Entity** has the meaning given in section 9 of the Corporations Act 2001;

(17) **Settled Loan** means an agreement between a financier and a Customer in respect of a Financial Product that is entered into as a result of an application submitted by the Broker on behalf of the Customer for which the Customer has made a draw down; and

(18) **Term** means the period from the date of execution of the Agreement until it is terminated in accordance with its terms.

8.2 Interpretation

(1) Reference to:

(a) one gender includes the others;

(b) the singular includes the plural and the plural includes the singular;

(c) a person includes a body corporate

(d) a party includes the party's executors, administrators, successors and permitted assigns;

(e) a thing includes the whole and each part of it separately;

(f) a statute, regulation, code or other law or a provision of any of them includes:

(i) any amendment or replacement of it; and

(ii) another regulation or other statutory instrument made under it, or made under it as amended or replaced;

(g) dollars means Australian dollars unless otherwise stated.

(2) "including" and similar expressions are not words of limitation.

(3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

(4) Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.

(5) A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.

(6) If an act must be done on a specific day which is not a Business Day, it must be done instead on the next Business Day.

8.3 Parties

(1) If a party consists of more than 1 person, this Agreement binds each of them separately and any 2 or more of them jointly.

(2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.

(3) A party which is a trustee is bound both personally and in its capacity as a trustee.

9 General provisions

9.1 Each party must promptly at its own cost do all the things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Agreement.

9.2 This Agreement:

(1) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and

(2) supersedes any prior agreement or understanding on anything connected with that subject matter.

9.3 The Broker holds the rights under this Agreement expressed to be for the Aggregator as agent of and trustee for the members of the Aggregator and each member of the Aggregator must be treated to this extent as a party to this Agreement.

9.4 The Broker may transfer all or any part of its rights, interests, obligations or liabilities under this Agreement by assignment or by novation without prior notice to the Referrer. If The Broker elects to do so, the Referrer must upon request by the Broker execute any deed, agreement or notice of assignment acknowledging and agreeing to such assignment by the Broker, or an agreement or deed of novation (in a form prepared by the Broker), substituting a third party in the Broker's place under this Agreement.

9.5 This Agreement is personal to the Referrer and the Referrer must not assign this Agreement or any part of its obligations under this Agreement or permit a Disposal to occur without the Broker's prior written consent.

9.6 An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

9.7 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

9.8 The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.

9.9 A waiver is not effective unless it is in writing.

9.10 Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which is given.

9.11 Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this Agreement.

9.12 The law of South Australia governs this Agreement.

9.13 The parties submit to the non-exclusive jurisdiction of the courts of South Australia and the Commonwealth of Australia.

9.14 This Agreement may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the parties on the exchange of executed counterparts.

Annexure A - Referrer Fee Schedule

The Referrer Fee with respect to each Settled Loan which results from a Referral by the Referrer is described in the table below noting the following:

1 All Referrer Fees are paid subject to clause 4.2, the Referrer is required to take reasonable steps to ensure that any information or supporting documentation provided is not misleading, incomplete or fraudulent.

2 The Broker has no obligation to pay Referral Fees to the Referrer unless and until the Broker has actually received payment in cleared funds of the relevant upfront fees in respect of that particular Settled Loan.

Amount Financed	Referrer Fee
Less than $x,xxx	Input percentage or dollar amount per settled contract in this value range.
Between $x,xxx and $x,xxx	Input percentage or dollar amount per settled contract in this value range.
Greater than $xx,xxx	Input percentage or dollar amount per settled contract in this value range.

All values GST exclusive. Percentage values are a percentage of the total upfront fees paid by an approved financier for the settled loan.