

Active Money Introducer Accreditation Document

Accreditation Agreement Dated this _____ day of _____ in the year _____

Parties: Australian Loans Management Pty Ltd (A.C.N. 080 018 891) of Suite 238, 29 Milton Parade Malvern 3144 trading as Active Money ('AM').
The Introducer ("Introducer") Also known again as:

_____ A.C.N. _____

Trading as _____ A.B.N. _____

Registered Address _____ Post Code _____

Trading Address _____ Post Code _____

Recitals: A. AM is an aggregator of Motor Vehicle Finance Products, Personal Finance Products and Commercial Finance Products B. The Introducer wishes to act as a Introducer for AM, and to seek applicants for AM's Products at their location and within their territory.

1. Definitions The following terms shall have the following meanings:

Applicant means an applicant for a Product. **Application** means an application for a Product. **Commencement Date** means the date of this Agreement. **Confidential Information** means all information, forms, specifications, processes, statements, information, formulae, trade secrets, inventions, techniques, know-how, systems, drawings and data (and copies and extracts made of or from that information and data) concerning: (a) the operations and dealings of AM; (b) the organization, finance, customers, markets, suppliers, intellectual property and know-how of AM; or (c) the operations and transactions of AM; which is not in the public domain (except by the failure of the Introducer to perform and observe its covenants and obligations under this agreement); **Intellectual Property** means the registered trademarks and any other trademarks, logos, drawings, designs or copyright that AM owns or is entitled to use. **Lender** means a lender that provides or has provided a Product. **Loan Agreement** means loan agreements, mortgages, and other associated documentation supplied by a Lender with respect of an Applicant whose application for a Product has been approved. **Location** means the address of the Introducer specified on Page 1 of the agreement. **Motor Vehicle Finance Products** means the motor vehicle and/or plant and equipment finance products being distributed by AM from time to time. **Personal Finance Products** means the personal finance products being distributed by AM from time to time. **Commercial Finance Products** means the Commercial finance products being distributed by AM from time to time. **Products** means Motor Vehicle Finance Products, Commercial Finance and/or Personal Finance Products. **Term** means the term specified, being 12 months (365 Days), commencing on the Commencement Date. **Territory** means the within the Commonwealth of Australia.

2. Introducer Appointment. (a) AM appoints the Introducer to act as a Introducer of the Products as follows: the period of the appointment will endure for the Term; the Introducer will operate its business at the Location; the Introducer will procure applications for Products on a non-exclusive basis from Applicants within the Territory.

3. AM's Obligations During the term, AM will: (a) Submit to the relevant Lender appropriately completed application forms received from the Introducer, but always reserves the right to decline to submit to a Lender any application form at its sole discretion. (b) Transfer to the Introducer any Loan Agreements supplied by a Lender to AM. (c) Provide the Introducer with email support in respect of queries in relation to the Products, and in respect to completing application forms for Products and selling Products to Applicants. (d) Allow the Introducer to point-of-service marketing materials which the Introducer must use strictly in accordance with the direction of AM to notify Applicants that the Introducer is affiliated with AM. (e) Update the Introducer from time to time on new Products

being offered for sale to Applicants. (f) Provide the Introducer with any training as AM deems necessary to operate in conjunction with the sale of the Products. (g) Provide the Introducer with notifications on any variations to complete application forms or to process application forms. (h) Undertake such advertising and marketing programs as it considers appropriate from time to time by whatever media it deems suitable to market its business. (i) AM makes no warranty whatsoever that an application will be accepted or approved by a Lender, and accept no responsibility for any decision by a Lender to approve or reject an application.

4. Brokerage and or Commission Payments From time to time brokerage and or commission may be applicable and payable for the referral or settlement of a finance facility introduced by the Introducer. If applicable, the Introducer acknowledges that any fees or brokerage payments will be paid to the Introducer by the Lender (or other product supplier) in accordance with the payment policies of the Lender (or other product supplier). AM is not liable to pay any Fee to the Introducer whatsoever, irrespective of whether or not the Lender (or other product supplier) pays a Fee to the Introducer.

5. Non Assignment: The terms of this Agreement are not assignable by the Introducer without the prior written consent of AM, which consent AM may withhold in its sole discretion.

6. Introducer Obligations During the Term, the Introducer must: (a) work diligently to protect and promote the interests of AM, and act loyally to AM. (b) Diligently promote the Products and procure applications for the Products from applicants and where this will assist, make home or business visits to Applicants. (c) Obey AM's orders and instructions in respect to the marketing of the Products to Applicants, and in respect to the completion of application forms. (d) Not appoint subcontractors without the prior consent of AM. (e) Not describe itself as an agent of AM. (f) Keep the Applicant informed at reasonable intervals as prescribed by AM in respect to its approval or rejection by a Lender of an application for a Product. (g) Provide any loan documentation supplied by a Lender to an Applicant following the approval of an application for a Product, and promptly return the completed documentation to the Lender. h) Provide the Applicant with all practicable assistance following the completion of loan documentation supplied by a Lender. (i) Not make any representations to Applicants or give any warranties other than those permitted by AM in writing from time to time. (j) Abide by AM's privacy policy. (k) Act professionally at all times and provide customer service to Applicants which accords with all standards and specifications required by AM. (l) Refer any applications for Products from Applicants located outside the Territory to AM. (m) Ensure that all information required by AM or a Lender in connection with an Application is completed accurately by an Applicant. (n) Unless AM provides its consent, the Introducer may not deal or communicate directly with a Lender, loan aggregator or originator or other Product supplier that Active Money is associated with, either during the Term or for a period expiring 12 months after the Term, or the Term as extended under this Agreement as the case may be. (o) Comply with the Privacy Act 1988 (Cth) with respect to all matters in relation to this Agreement or an Application for a Product, and will notify Applicants that AM may use personal

information provided by an Applicant for correspondence, enforcement of contracts, statistical, evaluation, marketing and promotional purposes. (p) Obtain full particulars and details of any vehicle or asset required for security purposes in connection with an Application. (q) Make full and frank disclosure to AM of the existence, nature and extent of any conflict of interest it may have with its duties and obligations under this Agreement; (r) Must not submit Applications on behalf of any staff member of the Introducer (including directors and shareholders if a company) or any relative or personal friend of any such staff member (including a relative or friend of a director or shareholder if a company or a trustee or (beneficiary if a trust) without the express written consent of AM and shall disclose any such circumstance when an Application is proposed to be made on behalf of such a staff member, relative or personal friend as expressed in this sub-clause; (s) Not make any warranty or representation to any Applicant regarding the time for processing Applications nor make any representation as to the likelihood in succeeding with such an Application;

7. Intellectual Property The Introducer acknowledges that the Intellectual Property either belongs to AM, or AM is entitled to the use of the Intellectual Property under license. AM licenses the Intellectual Property for use by the Introducer strictly in accordance with AM's written instructions during the Term, on a non-exclusive basis. The Introducer must: (a) Not cause or permit anything which may damage or endanger the Intellectual Property or other intellectual property of AM or AM's title to it or assist or allow others to do so. (b) Not modify or alter the Intellectual Property unless instructed by AM in writing. (c) Notify AM of any suspected infringement of the Intellectual Property or other intellectual property of AM. (d) Take such reasonable action as AM may direct at the expense of AM in relation to such infringement. (e) Affix such notices to the Products or their packaging or advertising associated with the Introducer's business as AM may direct. (f) On the expiry or termination of this Agreement, cease to use the Intellectual Property, and to forthwith return all items bearing the Intellectual Property to AM.

8. Database and Records If applicable and where the Introducer is discussing and taking the application for finance: The Introducer must keep a database containing the name and address of each Applicant, and such other details as may be prescribed by AM from time to time. Property in the database always belongs to AM, and upon the expiration or termination of this Agreement, the Introducer will supply the database to AM and will destroy any copies of it, whether in hard or electronic format. The Introducer is required to keep on file a copy of all application forms completed by Applicants, financial records submitted by Applicants in support of their applications for Products, and all written and electronic correspondence between any of the Introducer, the Applicant and the Lender. The Introducer is required to make written notations of all telephone conversations with an Applicant, AM and the Lender and must keep such notations on file.

9. Indemnity The Introducer indemnifies AM and will keep AM indemnified in respect of any loss, damage, costs (including legal costs on a full indemnity basis), claims, expenses, causes of action, proceedings and demands incurred by or made against AM by reason of any breach by the Introducer.

10. Confidentiality The Introducer warrants, during and after the Term, to not divulge or allow to be divulged to any person any Confidential Information unless required to do so as part of legal proceedings. During and after the Term, the Introducer must: (a) take all steps necessary to protect, maintain and defend the secrecy of all Confidential Information; and (b) not use, disclose, copy or remove any Confidential Information without the permission of AM. The obligation to protect the integrity and secrecy of Confidential Information also incorporates an obligation to identify and report the actions of others who are acting contrary to the protection secrecy of the Confidential Information. When requested by AM, for any reason, the Introducer must: (a) deliver to AM all Confidential Information in your possession or control; and (b) delete all Confidential Information electronically held or controlled by you.

11. Termination This Agreement will terminate: (a) Unless extended by the Agreement of AM, upon the expiration of the Term; or (b) Within 7 days of a written notice provided by AM to the Introducer notifying it of the termination of this Agreement for any commercial reason, or (c) If the Introducer commits what in AM's opinion is a fundamental breach of this Agreement, immediately upon AM providing written notice to the Introducer identifying the breach; or (d) If the Introducer goes into liquidation either compulsorily or voluntarily or if a receiver is appointed in respect of the whole or any part of its assets or if the Introducer makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of these things.

12. Procedures following Termination Upon the expiration or termination of this Agreement, the Introducer will cease acting as a broker for AM and immediately return to AM all: (a) materials marked with the Intellectual Property; (b) AM marketing materials; and (c) all Confidential Information. The Introducer

will only be entitled to any Fees in respect of Applications settled by the relevant Lender prior to the date of termination, except where this Agreement was terminated by AM for a fundamental breach of this Agreement, in which circumstance the Introducer will not be entitled to any further Fees whatsoever. The Introducer will not purport to solicit, approach or canvass former Applicants of the Introducer or any Lender or seek further business from them for a period of 12 months following the expiry or termination of this Agreement. The expiry or termination of this Agreement is without prejudice to any rights which have accrued to AM.

13. GST (a) In this clause: (i) "GST" means GST within the meaning of the GST Act; (ii) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 as amended; and (iii) "Tax Invoice" has the same meaning as in the GST Act. (b) An amount payable by a party under this Contract, in respect of a supply by the other party which is a taxable supply under the GST Act, represents the GST exclusive value of the supply and the recipient of the supply must, in addition to such amount pay to the supplier the GST payable in respect of the supply. (c) A party's obligation under this Special Condition to pay the GST on a taxable supply to it by the other party arises on the delivery by the supplier of a Tax Invoice for the supply.

14. Miscellaneous (a) In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, that provision shall be severed from this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect. (b) This Agreement contains the whole agreement between the parties, and the Introducer acknowledges that it has not relied upon any oral or written representations made to it by AM or its employees or agents and has made its own independent investigations into all matters relevant to the business underlying this Agreement. (c) This Agreement shall be governed by the laws in force from time to time in the State of Victoria, and the parties submit to the jurisdiction of the Courts in that State. (d) The failure by AM to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement. (e) The Introducer and AM operate under this Agreement as independent contractors, and nothing in this Agreement will construe a relationship of employer / employee. You acknowledge that you have the following obligations and warrant to comply with, and to ensure that your employees, agents and representatives will comply with, the following obligations: (f) to comply with the terms of the agreement, including any and all amendments thereto from time to time; (g) not to make any representations in relation to AM, the AM System or the Funder except as permitted under the agreement or as specifically directed by us; (h) to attend to each prospective customer with all due care, responsibility and punctuality and in accordance with the terms of the agreement as it pertains to quotations, applications and compliance with the Privacy Act in relation to Customers' details and particulars and the lodgement of applications via the internet or fax using the AM System (irrespective of whether the application is ultimately approved by the Funder or not); (i) to keep the Confidential Information secret and confidential and not to disclose the Confidential Information to a third party without first obtaining the written consent of the owner of the Confidential Information. If the application is approved (which shall be in the absolute discretion of the Funder to determine), the Introducer covenants to attend to, with all due care, responsibility and punctuality and in accordance with the terms of the agreement: (k) The completion and where necessary arrange for execution by the Customer of the: Finance agreement; direct debit authority; and invoice, referred to in the agreement; (l) Collect the specified deposit from the Customer, where applicable; and (m) immediately forward the invoice for the Goods and Services; (n) You must be registered by the Australian Tax Office with an Australian Business Number and provide this to AM under this agreement.

SALES & LEGAL DECLARATION

Before starting on the sales process, all Introducers and their employees, agents and contractors must understand and comply with the following government regulations. The trade practices act 1974, and the Fair Trading act in each state, and the ASIC Act 2001. Each of these acts sets out the rules and conduct that each employee and agent MUST adhere to when dealing with consumers, dealers, resellers, other business and any individual when discussing Active Money or any of its associations or services.

The Trade Practices Act 1974 and Fair Trading Act in each state These acts set out guidelines to ensure that business and individuals trade fairly with consumers, which states that business or individuals are to be; Truthful in the conducting of any business with a consumer and not do anything misleading or is likely to mislead a consumer or other business Trading fairly with consumer and or businesses that we are dealing with Clearly disclosing important or unusual terms of the agreement.

Additionally an agent or employee may not; Be unconscionable in the course of carrying on a business either. Unconscionable can be defined as harsh or oppressive conduct in business and or consumer transactions. The removal of any bargaining power is Unconscionable. Take advantage of an innocent party whose will is overborne, pressured or coerced in anyway, so that it is not voluntary or independent Lead someone to a wrong conclusion Create a false impression. Make false or misleading claims about products or services Leave out or hide important information Make inaccurate comparisons with competitors products or trading terms Make incorrect statements as to the quality or characteristics ours or our competitors of products Make incorrect statements to the term of the contract Offer a prize or prizes, gifts, give away or other free items with the intention of not supplying or failing to supply such items in a reasonable time.

You must ensure; The consumer understands the documents forming part of the transaction. There is no unfair tactics, undue influence or pressure. The transaction is consistent with similar transactions with other consumers or businesses. There are no unreasonable or unnecessary conditions imposed. That the parties act in good faith. That you are truthful in your disclosure and impression to the client. Not to accept payment for a product when the intention is to supply a different product or it is known that it is not possible to supply the product within a reasonable time. That you not harass, coerce or force a person into purchasing a product or about payment of an outstanding debt. That you not say or do anything that is misleading or deceptive or likely to mislead or deceive. **You must consider;** Any disadvantage your audience might have. Consider their bargaining position. The consumer understands the terms of the agreement. Do they understand English. That the client does not feel pressured. That you have been full and frank in your disclosure. That you do not exploit any disadvantage the client might have.

The ASIC Act 2001 This particular act applies to financial services and covers the Insurance and Warranty plans offered under Active Money. The Act also enforces the above requirements and breaches can incur large fines to both the individual and company. This includes making sure the client; Understands the term of the agreement and any associated agreement such as insurance and warranty. Has had the opportunity to consider the offer properly. Understands they have no obligation to purchase extended warranty. Understands they must insure goods under a rental agreement but not specifically take the Active Money insurance, as they can supply their own insurance **Penalties and fines** If you

have been found guilty of any of these breaches you could be personally liable for severe penalties and additionally made the company liable for penalties and other consequences, which can have a negative impact on the company, other business and the share pricing. Such consequences include but are not limited to; Fines Up to \$220,000 for individuals, Up to \$1,100,000 for companies. High legal costs. Compensation payments to the customer and or business that have been affected. Corrective advertisement. Loss of business, and or contracts. Adverse press and ASIC information supplied to investors, and or potential clients

Anti-Money Laundering / Counter Terrorism Financing Act 2006 You must ensure: That under current Anti-Money Laundering Act 2006 legislation that all customers have been identified (including business, companies and Trusts and their owners, directors and trustees) sufficiently to ensure the identity of the applicant. This identification must include an least one piece of photo identification that may be either a current state or federal Drivers / Boat Operator or Shooters Licence, or a current Passport. If a passport is utilized they must include a secondary item that states their current residential address. You must under State, Federal and Commonwealth Government legislation ensure that an invoice is provided for the goods and services to be completed and financed under the finance proposal and ensure that the invoice for the goods or services to be provided is legitimate and not falsified in any way. That should a situation arise where you believe fraudulent activity is being conducted during the course of an application for finance by any applicant that you will report this to Active Money immediately. You must ensure understanding: That under the current Counter Terrorism Financing Act 2006 and the Criminal Code Act 1995 that a person commits an offence if: ● A person provides or collects funds and ● If the person is reckless as to whether the funds will be used to facilitate or engage in a terrorist act ● A person intentionally makes funds available to another person (whether directly or indirectly) or ● Collects funds from, on behalf of, another person (whether directly or indirectly) and the first mentioned person is reckless as to whether the other person will use the funds to facilitate or engage in a terrorist act. ● The person intentionally receives funds from, or makes funds available to, an organization (whether directly or indirectly) or collects funds for, on behalf of, an organization (whether directly or indirectly) and the organization is a terrorist organization, and the person knows the organization is a terrorist organization. ● The person intentionally receives funds from, or makes funds available, to an organization (whether directly or indirectly) or collects funds for, or on behalf of, an organization (whether directly or indirectly) and the organization is a terrorist organization and the person is reckless as to whether the organization is a terrorist organization.

EXECUTED AS AN AGREEMENT

EXECUTED by [insert Introducer Name]

(ABN [insert])

(Date)

X _____
(Signature)

X _____
(Signature)

X _____
(Name)

X _____
(Name)

EXECUTED BY AUSTRALIAN LOANS MANAGEMENT PTY LTD trading as Active Money (ACN 080 018 891) in accordance with section 127 of the Corporations Act:

Authorized Company Director (Name)

Authorized Company Director (Signature)

Introducer Information

Company Name

Registered Trading Name

A.C.N.

A.B.N.

GST No

GST Registered

Street Address

City / Town

Post Code

Postal Address

Post Code

Telephone

Facsimile

Name of all Directors / Proprietors

Mobile

Name of all Directors / Proprietors

Mobile

Business Details

Type of goods sold

Customer types

Consumer

sales per month

Total Volume

\$

Commercial

sales per month

Total Volume

\$

Contact for finance

Email Address finance and contracts

Bank Account Details

Name account held in

Bank name

Branch name

BSB

Account No.

Note: Please ensure you have completed the document as follows:

- Page 1:Completed all sections
- Page 3:Signed and Completed all sections
- Page 4:Completed all sections

Please also attach the following supporting documents to compliment your accreditation request

- Copy of Drivers License (enlarged to 200% of normal size) for all Proprietors / Directors
(Verified by Justice of Peace, Solicitor, Police Officer, Clerk of Court, Sheriff, Office of Defence Force only)
- Certificate of Business Registration
- Certificate of ABN Registration
- Deposit slip or Bank statement to confirm bank account for funds receipt at settlement

Return completed documentation along with copies of the required identification and supporting documents to:

Active Money - Introducer Accreditation Dept.
P.O. Box 303,
Business Post Centre.
Rye, Victoria 3941

Introducer Details

Introducer Name

Code

Mobile Telephone

Email
