

COMPANY & BUSINESS INFORMATION

COMPANY NAME

Company Name ABN ACN

Aggregator (if applicable)

BUSINESS INFORMATION

Address Information

Street Address

City State Postcode

Email Address

Office Phone Number

Business Website Address

Years Trading Number of Directors Number of Loan Writers

LICENCE INFORMATION

Credit Licence Information

Credit Licence or Representative Number

Licence Holder's Name

BANKING INFORMATION

Banking Information

Account Name
SPECIALIST FINANCE GROUP

BSB Account Number
086 492 648490735

Email Address (for Remittance Advice)
zyrac@spfgroup.com.au

INSURANCE INFORMATION

Insurance Information

Professional Indemnity Insurer *(please attach a copy of your Certificate of Currency)*

Amount of Cover
\$

ASSOCIATION INFORMATION

Industry Association Information

What Industry Association membership does your business currently hold?

Please attach a copy of your Industry Association Membership Certificate

ESTIMATED ANNUAL SETTLED VOLUMES

SEGMENTS ASSET FINANCE (AF) RESI, COMMERCIAL (COMM), SME	LENDER	ANNUAL SETTLED VOLUMES \$

LENDER REFERENCE

Please provide a contact.

NAME	LENDER	CONTACT NUMBER

DIRECTOR INFORMATION

DIRECTOR #1 Active Loan Writer Y N

Full Name

Street Address

City State Postcode

Date of Birth / / Drivers Licence Number Issuing State

Industry Association Membership Individual Membership Number

DIRECTOR #2 Active Loan Writer Y N

Full Name

Street Address

City State Postcode

Date of Birth / / Drivers Licence Number Issuing State

Industry Association Membership Individual Membership Number

DIRECTOR #3 Active Loan Writer Y N

Full Name

Street Address

City State Postcode

Date of Birth / / Drivers Licence Number Issuing State

Industry Association Membership Individual Membership Number

DIRECTOR #4 Active Loan Writer Y N

Full Name

Street Address

City State Postcode

Date of Birth / / Drivers Licence Number Issuing State

Industry Association Membership Individual Membership Number

DIRECTOR #5 Active Loan Writer Y N

Full Name

Street Address

City State Postcode

Date of Birth / / Drivers Licence Number Issuing State

Industry Association Membership Individual Membership Number

DIRECTOR #6 Active Loan Writer Y N

Full Name

Street Address

City State Postcode

Date of Birth / / Drivers Licence Number Issuing State

Industry Association Membership Individual Membership Number

If your business has more than 6 Directors, please copy this page.

BROKER / LOAN WRITER INFORMATION

If your business has more than six (6) Brokers, please copy this page.

BROKER / LOAN WRITER #1

Full Name

Street Address

City State Postcode

Date of Birth Drivers Licence Number Issuing State

/ /

Contact Phone Number Contact Email Address

Individual Association Membership Individual Membership Number

I have attached a copy of my Industry Membership Certificate (MFAA, FBAA, CAFBA)

Relationship To Organization (employee, contractor, etc)

Licence / Credit Rep Number Licence Holder Name

BROKER / LOAN WRITER #2

Full Name

Street Address

City State Postcode

Date of Birth Drivers Licence Number Issuing State

/ /

Contact Phone Number Contact Email Address

Individual Association Membership Individual Membership Number

I have attached a copy of my Industry Membership Certificate (MFAA, FBAA, CAFBA)

Relationship To Organization (employee, contractor, etc)

Licence / Credit Rep Number Licence Holder Name

BROKER / LOAN WRITER #3

Full Name

Street Address

City State Postcode

Date of Birth Drivers Licence Number Issuing State

/ /

Contact Phone Number Contact Email Address

Individual Association Membership Individual Membership Number

I have attached a copy of my Industry Membership Certificate (MFAA, FBAA, CAFBA)

Relationship To Organization (employee, contractor, etc)

Licence / Credit Rep Number Licence Holder Name

BROKER / LOAN WRITER #4

Full Name

Street Address

City State Postcode

Date of Birth Drivers Licence Number Issuing State

/ /

Contact Phone Number Contact Email Address

Individual Association Membership Individual Membership Number

I have attached a copy of my Industry Membership Certificate (MFAA, FBAA, CAFBA)

Relationship To Organization (employee, contractor, etc)

Licence / Credit Rep Number Licence Holder Name

BROKER / LOAN WRITER #5

Full Name

Street Address

City State Postcode

Date of Birth Drivers Licence Number Issuing State

/ /

Contact Phone Number Contact Email Address

Individual Association Membership Individual Membership Number

I have attached a copy of my Industry Membership Certificate (MFAA, FBAA, CAFBA)

Relationship To Organization (employee, contractor, etc)

Licence / Credit Rep Number Licence Holder Name

BROKER / LOAN WRITER #6

Full Name

Street Address

City State Postcode

Date of Birth Drivers Licence Number Issuing State

/ /

Contact Phone Number Contact Email Address

Individual Association Membership Individual Membership Number

I have attached a copy of my Industry Membership Certificate (MFAA, FBAA, CAFBA)

Relationship To Organization (employee, contractor, etc)

Licence / Credit Rep Number Licence Holder Name

GetCapital Broker Agreement

This Agreement (the “Agreement”) is made and effective between **GetCapital Pty Ltd - ACN 149-390-625**, and the Broker named and signed in Schedule A – Agreement Execution.

In signing this agreement the Broker is subject to the terms and conditions noted in this agreement.

Definitions.

Client means any Australian business that holds an Australian Business Number (ABN) which is not a strata corporation as that term is defined in the National Credit Code set out in an annexure to the *National Consumer Credit Protection Act 2009 (Cth)*.

Commission or **Referral Fee** means the amounts payable by GetCapital to the Broker as described in Section 5 and Schedule B of this Agreement or as otherwise agreed to between the parties to this Agreement.

Loan Agreement means any financial obligations that a Client has with GetCapital.

Material Adverse Effect means any wilful misconduct by Broker that actually negatively impairs GetCapital’s business, including but not limited to wilful misconduct that results in:

- a) any direct or indirect costs or expense incurred beyond those consistent with GetCapital’s general business operations; or
- b) any reputational damage to GetCapital or its brand.

Prospective Client means any potential Client originated by Broker and referred to GetCapital that meets the Client Eligibility Criteria as described in clause 2 of this Agreement.

Redraw means any refinance or subsequent loan to a Client that is not in default of an existing Loan Agreement that involves GetCapital disbursing further interest bearing funds to the Client irrespective of whether the initial Loan Agreement with the Client has terminated.

1. This agreement is not exclusive and the Broker can choose to work with their lenders of choice.

2. Client Eligibility.

- 2.1. New to GetCapital clients or clients who have not had a loan with GetCapital within the previous 12 months are eligible for this referral program.
- 2.2. Live customers of GetCapital – with loans outstanding within the previous twelve months - are not eligible for this referral program.
- 2.3. A client referred to GetCapital by the Broker will be first checked against GetCapital’s live client base.
- 2.4. Where more than one referral is received in relation to the same Client and for the same GetCapital product, Commissions as detailed in Schedule B will be payable to the Broker who first provides to GetCapital a valid referral submission as detailed in section 5.3 of this Agreement.

3. Marketing.

- 3.1. Marketing and promotional material which refer to GetCapital can only be presented to prospective clients if produced by GetCapital or approved by GetCapital in advance in writing.
- 3.2. The Broker is not permitted to market or use the branding of GetCapital online through banner advertisements and through the use of search engine advertising such as Google AdWords, Yahoo!, Bing or any other search engine - whether now in existence or in existence in the future
- 3.3. This online advertising prohibition includes but is not limited to buying keywords such as Get Capital online. Should a Broker violate this marketing policy they will forfeit future Commissions.

4. Broker Eligibility/Accreditation

The Broker consents to Get Capital conducting its Broker accreditation processes prior to being eligible to refer Prospective Clients to Get Capital. In providing this consent, the Broker acknowledges that it has the authority from the Broker Referrers listed in Schedule C of this Agreement to provide the information requested. The Broker agrees to provide Get Capital with the following information:

- 4.1. Evidence of a current membership for each Broker Referrer listed in Schedule C of this document of either CAFBA (Associate Membership); MFAA; and FBAA, and agrees to Get Capital engaging directly with the relevant member body to clarify any membership queries;
 - 4.1.1.1. Note: In relation to CAFBA, the Broker shall provide evidence of Full Membership by the organisation.
- 4.2. Appropriate identification information to enable Get Capital to provide such information to relevant third parties including but not limited to credit reporting agencies for the purposes of obtaining -
 - 4.2.1.1. a consumer credit report in relation to Broker Referrers and a credit report in relation to the Broker; and
 - 4.2.1.2. identity verification including AML, police and fraud checking.
- 4.3. Consent for Get Capital to repeat some or all of its accreditation checks while this agreement remains in force.

5. Commissions.

- 5.1. A Commission will be paid for each loan funded by GetCapital that was referred to GetCapital by the Broker – that meets eligibility criteria outlined in Item 2 - and which the referred Client has entered into a Loan Agreement with GetCapital.
- 5.2. GetCapital agrees to pay the Broker Commissions as detailed in Schedule B of this Agreement.
- 5.3. A valid referral submission will consist of a GetCapital application form (supplied by GetCapital to the Broker) along with six months' worth of bank statements and documents specified by GetCapital. GetCapital shall have access to the Broker's application form along with information concerning the Client which is relevant to the referral submission through the Broker's portal.
- 5.4. GetCapital will require direct access to the client for the following purposes:
 - 5.4.1. Loan processing queries and for compliance calls prior to funding;
 - 5.4.2. any purpose in relation to the servicing of the loan subsequent to funding; and
 - 5.4.3. advising the client of any Redraw eligibility or further financing that the Client may be entitled.
- 5.5. If a Client ceases to have a current loan via repayment or default with GetCapital, no further Commission will be paid to the Broker for that Client.
- 5.6. For Equipment Finance Loans, in the event that a referred Client terminates or is in default of its obligations (with Arrears > 3 months) under the GetCapital Loan Agreement within the first twelve (12) months after receiving loan funds from GetCapital then the Broker shall repay the Commission paid by GetCapital for the said client.
- 5.7. For all other loan products, where a referred Client terminates or is in default of its obligations under the GetCapital Loan Agreement within the first thirty (30) days after receiving loan funds from GetCapital then the Broker shall repay the Commission paid by GetCapital for the said client.
- 5.8. The Broker agrees to use reasonable endeavours to assist GetCapital in contacting the Client in the event of default of their obligations under the Loan Agreement.
- 5.9. For the purpose of satisfying the requirements of the GST legislation and any additional requirements as determined by the Commissioner of Taxation:
 - 5.9.1. Get Capital may issue RCTIs in respect of supplies by the Broker to Get Capital under this agreement;
 - 5.9.2. The Broker must not issue any tax invoices in respect of those supplies; and
 - 5.9.3. To the extent any tax invoices are issued by the Broker, they shall be considered null and void and the contents of the RCTI shall apply.

6. Representations and Warranties.

The Broker agrees:

- 6.1. To fairly and accurately represent GetCapital to its clients

- 6.2. To provide GetCapital all documents GetCapital reasonably requires to process a loan for a prospective client or to provide GetCapital access to the Prospective Client
- 6.3. To refrain from providing GetCapital with information or documentation that Broker knows to be fraudulent or misleading
- 6.4. To not withhold any adverse information relating to Client that Broker becomes aware of prior to GetCapital and Client signing a Loan Agreement or during the term of the loan
- 6.5. To not solicit a GetCapital Client to terminate its Loan Agreement with GetCapital prior to the end of the loan term
- 6.6. To refrain from originating any application for a GetCapital loan by any means that are in breach of the rules and laws of the Commonwealth of Australia or any other jurisdiction that the Broker may operate within; and
- 6.7. To refrain from any action that may have a Material Adverse Effect on GetCapital.

7. Confidential Information.

- 7.1. The Broker agrees not to share GetCapital confidential information with any other third parties and GetCapital agrees not to share Broker confidential information with any third parties. This clause does not prevent either party from using and disclosing client personal information in accordance with Australian privacy laws.
- 7.2. Confidential Information includes but is not limited to all proprietary, secret or confidential information or data relating to operations, employees, products or services, clients, customers or potential customers.

8. Indemnification.

- 8.1. At its own expense, the Broker agrees to indemnify and hold GetCapital harmless from and against any and all claims, suits, actions, proceedings, judgments, damages, liabilities, costs and expenses including reasonable attorneys' fees arising directly from the Broker's conduct with its own Clients provided that:
 - a) the Broker is not liable to the extent that the act, in relation to which GetCapital may rely on this indemnity, is caused directly by GetCapital or its employees or agents; and
 - b) GetCapital will take reasonable steps reasonably available to it to mitigate the effects of any act, in relation to which GetCapital may rely on this indemnity.

9. Validity and Revisions.

- 9.1. This agreement will continue until either party terminates this Agreement by notice in writing to the other party. Termination of this Agreement will not affect any rights that have accrued to the party as at the termination date or with respect to finance applications introduced under this Agreement on or prior to that termination date
- 9.2. GetCapital reserves the right to modify this agreement and will notify the Broker in writing within 30 days notice.

Schedule A – Agreement Execution

**GetCapital Pty Ltd (trading as
“GetCapital”) (ACN149-390-625)** in
accordance with Section 127 of the
Corporations Act 2001 (Cth):

Jamie Osborn

Jamie Osborn, Director

Alvin Ah-Chok

Alvin Ah-Chok, Director

Director/Principle Name

Signature & Date

Director/Principle Name

Signature & Date

Schedule B - Commission Schedule

Get Capital

Loan Type	Commission (Including GST)
Flexible Business Loan – Initial Commission	*Load up to 4.0% of the loan amount as establishment fee
Flexible Business Loan – Redraw Commission	50% of the initial commission rate paid on the drawdown amount
Trade Finance Line of Credit	Load disclosed broker fee up to \$1,500 and 0.75% per drawdown
Equipment Finance Loans	Load up to 8%

BusinessLoans.com.au

Loan Type	Commissions (Including GST)
Flexible Business Loan – Initial Commission	*Load up to 4.0% of the loan amount as establishment fee
Flexible Business Loan – Redraw Commission	50% of the initial commission rate paid on the drawdown amount
Trade Finance Line of Credit	Load disclosed broker fee up to \$1,500 and 0.75% of the drawdown amount per drawdown

***Recommended commission 2%**

**NOTE: Get Capital reserves the right to amend Commissions at any time during the Term
All commissions are inclusive of GST**