Referrer Agreement

**Referral arrangement between *(Company) (ABN xx xxx xxx xxx) and***

***Other Company***

We are pleased that you have agreed to introduce your home loan and asset clients to ***(Company)*** (“we” or “us”).

This referral agreement together with your signed acceptance form (**Agreement**) records our agreement to fulfil though our ACR xxxxxx of My Local Broker’s ACL 481374 your clients’ needs in respect of referral of the following

* Home Loans
* SMSF Products
* Asset Finance
* Personal Loans

**Commencement and Termination**

This agreement will commence from the date you have signed the acceptance form and will continue until either party decides to terminate it. Either party may terminate this agreement by giving the other party at least 30 Days’ notice in writing of their intention to terminate, or immediately if the other becomes insolvent or fails to remedy its material breach of this agreement within 14 days of receiving notice of such breach. All written notices, if sent by standard post, will be deemed to have been received by the other party three (3) business days after the date of posting.

Any additional refinances that are conducted or new finance approvals after termination will also be paid to in good faith. We will provide a monthly RCTI and Performance Report of ongoing clients and revenues received from Other Company clients.

“Upon termination, ***(Company)*** will also pay any upfronts due for referrals that are made prior to the date of termination, but which subsequently settle”.

 **Your Obligations**

When acting as the Referrer:

1. Advise consumers that You have a referral partnership with ***(Company)*** or one of our agreed consumer brands.
2. Advise consumers that brokers from ***(Company)*** are Authorized Credit Representatives and if the consumers do use them, you will get paid a fee/Commission.
3. Communicate all such requests to us as soon as possible
4. Be committed to providing quality, qualified leads and continuously improving its services
5. Periodically review results and processes and adopt a flexible approach in order to meet the needs of the relationship

You must:

1. Act with good faith in relation to this agreement;
2. Only use and issue to your client’s information about products provided by us;
3. At the time of referral, disclose you will receive a commission with ***(Company) or My Local Broker Pty Ltd*** if the loan settles (including any ongoing trail repayments)
4. Actively ensure that your referrer understand and comply with the terms of this agreement and do not hold themselves out as being an agents, employees or representatives of ***(Company) or My Local Broker Pty Ltd***;
5. Use your best endeavours to promote and assist us in marketing products and services to your clients.
6. Where applicable, grant us a licence to use your intellectual property for the purposes of this agreement only; Other Company will be used in this agreement.
7. Indemnify us against any loss or liability we suffer that arises, directly or indirectly, out of any act or omission by you or your Credit Representatives in relation to this agreement, including any breach by you of this agreement;
8. Comply with all relevant legal and regulatory requirements, and with our auditing and monitoring requirements, which remain in force during, and after, the termination of this agreement as specified by the Act; and
9. Upon termination of this agreement, return to us, at your expense, all information in your possession about our Products that has been provided to you by us.
10. Use reasonable endeavours to ensure that your referral partners act in the best interests of all parties to this agreement.

You must not:

1. Represent that you act for or on our behalf, or that you have authority to act for or on our behalf of ***(Company)***;
2. Provide recommendations, representations, opinions or advice about our Products or incur any debt or bind us in any way;
3. Use or disclose any of our confidential information except as required by law or without our prior approval in writing.

 **Our Obligations**

We must:

a. Act with good faith in relation to this agreement;

b. Provide you with Product information and relevant promotional material;

c. Complies with all applicable legal and regulatory requirements; and

d. Give access to Other Company to use the Chief Software system to track and review client conversion and results

e. Contact and fulfil all clients’ needs associated with this agreement.

f. Maintain our qualifications to write and service referred clients

**Client Ownership**

All introduced client by ***Other Company*** always remain clients of ***Other Company***. ***(Company)*** broker will only contact these clients in relation to the requested services. ***(Company)*** will not solicit or attempt to transfer any referred client without prior approval from all parties associated with this partnership. **Payment of Fees**

In return for acting as fulfilment for ***other company*** and following your responsibilities in this Agreement, we will pay you the following commissions below:

Home Loans Full Broker Service – **20% Upfront and Trail Commission**

Asset Finance and Personal Loans Fulfilment – **20% Upfront Commission**

**Clawback**

In the event of Company receiving a Claw back from an introduced Loan from ***other company*** wewill be credited the commission split or percentage that was originally paid to ***other company*** based on the clawback amount. This will be deducted from ***other company*** Commissions.

**Payment and GST**

To assist with our respective Goods and Services Tax (**GST**) obligations, ***(Company)*** will prepare each month a recipient created tax invoice (RCTI) for your services. For this purpose, you must **complete**, the *Agreement to Issue Recipient Created Tax Invoice* which includes a Bank Account Authorisation (**RCTI agreement**).

**Privacy**

1. We both must comply with the *Privacy Act 1988* (Cth) (**Privacy Act**) and any other applicable privacy or data protection laws regulating the collection, storage, use and disclosure of “personal information” as de ned under the Privacy Act, including the *Spam Act 2003* (Cth) and *Do Not Call Register Act 2006* (Cth) (collectively, the **Privacy Law**) and must do all that is reasonably needed to enable the other to comply with the Privacy Law.
2. You must, during and after the term of this agreement, comply with any applicable policies, directions, instructions or guidelines we may reasonably issue to assist us to comply with the Privacy Law and to collect, use and disclose any personal information we receive from you for the purposes of this agreement and, to the extent practicable and permitted by law, in accordance with the terms **(Company)** Privacy Policy Statement (available at www.companyname.com.au)
3. If, as a result of this agreement, we are provided access to any personal information held by you or on your behalf, then you warrant that:
	1. this personal information has been collected in accordance with the Privacy Act, and we are authorised to collect this personal information (including any “sensitive information” as defined under the Privacy Act) and use the information for the purposes of this agreement and, to the extent legally permitted, in accordance with the terms of the **(Company)** Privacy Policy Statement, unless you otherwise advise us in writing;
	2. you have received a copy of the **(Company’s)** Privacy Notice (**attached**) and agree that we may handle any personal information in accordance with the terms of this notice, unless you otherwise advise us in writing;
	3. the individual to whom the personal information relates has been made aware of **(Company’s)** identity.

d. We will take reasonable steps to ensure that any personal information we receive from you is protected against misuse, interference, loss, unauthorised access, modification or disclosure, but you acknowledge and agree that no data protection and security measures are completely secure and despite all the measures we have put in place, we cannot guarantee the security of information, particularly in relation to transmissions over the internet. However, we will promptly notify you if we become aware of any actual or potential material unauthorised access or misuse and work co-operatively with you to resolve it in a manner consistent with our applicable privacy and security policies and the Privacy Law. We will also co-operate with any of your reasonable request relating to the protection of the information or the exercise of the Australian Information Privacy Commissioner’s functions under the Privacy Act. We will take reasonable steps to destroy or permanently de-identify the information when it is no longer needed for a purpose connected with this agreement.

**Compliance with Anti-Bribery Laws**

a. For the purposes of this clause, the following terms have the following meanings:

**Governmental Authority** means any Australian or foreign government agency, instrumentality, subdivision or other body on any national, state or local basis exercising legislative, judicial, regulatory or administrative functions, including but not limited to any:

1. regulatory bodies;
2. quasi-governmental bodies;
3. enterprises which are owned or controlled by a government; and
4. supranational bodies exercising such functions for a sovereign state.

**Proceeding** means any action, claim, demand, suit, proceeding, citation, summons, subpoena, inquiry or investigation of any nature, whether civil, criminal, regulatory or otherwise, whether formal or informal, in law or equity, ordered or commissioned by any Governmental Authority in respect of bribery and corruption payments.  **Variation**

There may be circumstances when we will need to alter our agreement with you. We reserve the right to alter our agreement and if we need to do this we will provide you with at least one month’s notice in writing of the proposed change.

**Privacy Notice**

(Company) has always valued the privacy of personal information. When (Company) collects, uses, discloses or handle personal information will be bound by the Privacy Amendment (Enhancing Privacy Protection) Act 2012, which amends the Privacy Act 1988 (Cth) (the ‘Act’).

**Why do we collect your personal information?**

(Company) collect personal information to offer, provide, manage and administer the many financial services and products we and our group of companies are involved in. (Company) may also collect personal information to be able to develop and identify products and services that may interest you, to conduct market or customer satisfaction research or to develop, establish and administer alliances and other arrangements with other organisations in relation to the promotion, administration and use of our respective products and services.

(Company) may collect information about you because we are required or authorised by law to collect it. There are laws that affect the provision of our many services and products (as more fully described in the (Company) Privacy Policy Statement (‘(Company) Privacy Statement’)) which require us to collect certain personal information. These laws may include the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), the *Corporations Act 2001* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Insurance Contracts Act 1984* (Cth).

**How do we collect your personal information?**

Unless impracticable or unreasonable to do so, (Company) will generally collect this information directly from you or your agents.

When you give (Company) personal information about other individuals, we rely on you to have made or make them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties we disclose it to will use it for, and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done either of these things, you must tell us before you provide the relevant information.

You can choose not to receive product and service offerings from us (including product or service offerings from us on behalf of our affiliates and business partners) or related bodies, by contacting our Privacy Officer on xxx@xxxxxxxxxxxxx, your (Company) representative or by completing and submitting a Personal Information Request Form located at our website’s privacy section at www.xxxxxxxxxxxxxxx

 **What can happen if you don’t provide us with your information?**

If you do not provide the information we request, we or those involved with the provision of the service or product may not be able to provide the appropriate type or level of service product.

**To whom can we disclose your personal information?**

(Company) discloses personal information to third parties who we believe are necessary to assist us in providing the relevant services and products to our clients or to enable them to offer their products and services to you. For instance, we disclose personal information to the relevant product provider and their representatives, our agents and contractors and related companies. We generally limit, however, the use and disclosure of any personal information provided by us to such third parties to the specific purpose for which it was supplied. Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

In addition to our affiliates, we may also disclose personal information to third parties such as our contractors, agents and service providers when we outsource certain functions, including market research, direct marketing, claims handling and recruitment. Our affiliates and third parties may be based locally or they may be overseas where we have a presence or engage such parties, including but not limited to the United States of America, United Kingdom, India, Singapore and the Philippines. In these circumstances, (Company) will generally take reasonable steps to ensure we have contracts in place with such parties which prevent them from using or disclosing personal information for any purposes other than our own. We will also make every effort to ensure that we only have business dealings with third parties that value privacy and information security the same way as us. However, by providing us with your consent to collect your information in accordance with this Privacy Notice (which includes the (Company) Privacy Statement) you acknowledge that we will no longer be required to take reasonable steps to ensure the overseas recipient’s compliance with the Act in relation to the handling of your information and we will not be liable to you for any breach of any Australian privacy law by these overseas recipients under the Act or otherwise and, on this basis, you consent to such disclosure.

**How can I access and correct my personal information or resolve my privacy issues?**

If you wish to seek access to or correct the personal information we collected or disclosed about you, please telephone or email your (Company) representative. The (Company) Privacy Statement contains details about how to make a complaint about a breach of the Act and how we deal with complaints.

If you would like a copy of the (Company) Privacy Statement containing further information about our privacy practices, please telephone or email your (Company) representative to request a copy be sent to you, or access this at our website’s privacy section at www.xxxxxxxxxxxxxxx

**Our contact details**

The contact details for our Australian Head Office – Company Address. Company Phone.

**SCHEDULE**

* 1. Name of Referrers –***Other company***

 (i) **Residential Fulfilment**

 Upfront fee: 25% of the upfront and Trail commissions as received by **Company Name** in relation to:

 ***Other company***

 ***on*** referral home loan settlements

 (ii) **Broker Fulfilment Leads**

 Upfront fee: 25% of the upfront and Trail commissions as received by **Company Name** in relation to:

  ***Other company***

 ***on*** Home Loan settlements

 (iii). **Personal &** **Asset Finance**

 Upfront fee: 20% of the upfront commission as received by **Company Name** on behalf of

 ***Other company***

 ***on*** referral Personal and Asset Loan settlements

**GOVERNING LAW**

This agreement is governed by the law of Victoria, Australia.

Name (referral partner name) Signature Date

Role (e.g. director)

Other Company Address

Address

*Commission Payment Details*

*NAME ON ACCOUNT:*

*BANK:*

*BSB:*

*ACCT NUMBER:*

Name (Broker Name) Signature Date

Role (e.g. Director/Loan Writer)

Company Address

Address