

Foundation Partner Application

Party Details

Applicant Details

First Name

Middle Name

Surname

Company Name

Trading Name

Address

Suburb

State

Post Code

ABN/ACN

Mobile/Phone

Aggregator

Email

LinkedIn

Foundation Partner Category

☐ Broker Partner Plus

☐ Broker Partner

☐ Referrer Partner

Australian Credit Licence

Credit Licence Enter no. here

Credit Rep Enter no. here

Not Applicable

Industry Body Membership

MFAA Enter no. here

CAFBA Enter no. here

FBAA Enter no. here

Annual Volumes (\$M) – Aggregator to fill out

Commercial enter amount here

Asset Finance enter amount here

Residential enter amount here

Attachments Check List

PI Insurance

Certified Copy of ID (certified within 6 months)

MFAA

Cert IV in Finance Broking (if Direct Accreditation)

FBAA

AML Training (if Direct Accreditation)

CAFBA

CTF Training (if Direct Accreditation)

Applicant Signature

I confirm the information provided by me is true and correct

Alliance Partner/Aggregator Authority

Name

Date

Date

References to Foundation Partner

In this application, a reference to a 'Foundation Partner' is a reference to a Broker Partner, Broker Partner Plus and a Referrer Partner, unless the context specifies otherwise.

Any provisions of this application marked with an * do not apply to you if you have applied, or been designated by Judo, as a Referrer Partner.

Foundation Partner Undertakings

If Judo accepts your application to be accredited to introduce Applications for Judo's Products, you undertake that you:

- will not submit Applications to Judo without having first met a representative of Judo;
- will conduct business in line with your Aggregator's (hereafter referred to as the "Alliance Partner") code of conduct, required regulatory and compliance standards and in accordance with the intent of the Oath;
- will introduce Customers to Judo in a business-like manner and without limiting this general promise, will:
 - comply with all applicable laws, regulations and regulatory guidelines, including:
 - the Privacy Legislation;
 - the NCCP;
 - the Australian Securities and Investments Commission Act 2001;
 - the Competition and Consumer Act 2010; and
 - the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 ("AML/CTF Act");
 - at all times hold any licences, permits and authorisations required to be held to undertake your business and to enable you to introduce Customers to Judo for Judo's Products;
- will inform Judo within two Business Days, after becoming aware of any:
 - claim, made or threatened against you, your Alliance Partner or Judo; and
 - breach of any relevant law by you or your Alliance Partner;
- will comply with any documented procedures provided by Judo, from time to time, for the presentation of Applications for Judo's Products and any required supporting documentation;
- will use appropriate due diligence to ensure that information provided to Judo in relation to an Application for any of Judo's Products is accurate;
- if, prior to a Product being provided to a Customer by Judo, information becomes available which would adversely affect Judo's decision to provide that product, will promptly inform the appropriate Judo representative;
- will not provide any information to Judo which you know or ought to have known is misleading or fraudulent or is likely to mislead or be fraudulent;
- will not engage in any misleading or deceptive conduct;
- for any Application introduced to Judo, will be introduced by you:
 - in good faith and in compliance with these promises and all applicable laws;
 - with no fraud, dishonesty, omission, or negligence on your behalf;
 - on the basis that you are not aware of any claim or additional information which might adversely affect Judo's decision to accept a Product Application or lend to the applicant;
- will not make any representation to any Customer as to the likelihood of the success of an Application for any Products, without the express authorisation of Judo;
- will, when required by law, disclose to each Customer any commissions or other benefits which you and any associate of you may receive as a result of marketing any of Judo's products to the Customer;
- will undertake the appropriate training, prescribed by law, us or your Alliance Partner to ensure you will be able to meet these promises;
- will take out and continuously maintain during the currency of, and for a period of six years after the introduction of the last Application under, this accreditation, professional indemnity insurance, for not less than \$2 Million, with an appropriate and reputable insurer and provide Judo with evidence of this insurance upon request by Judo;
- must belong to at least one of the professional bodies (i.e. Commercial Asset Finance Brokers Association (CAFBA), Mortgage and Finance Association of Australia (MFAA) or Finance Brokers Association of Australia (FBAA));
- will obtain and ensure suitable records, in relation to any Application introduced to Judo are maintained in an appropriate format;
- will, unless stored in Judo systems, ensure all records are not destroyed, appropriately secured and backed-up;
- will provide to Judo, upon request, any records associated with an Application introduced to Judo;
- will ensure that all of your employees with access to Judo systems and Services have read and understood the terms of use contained in the Agreement;
- you are registered for GST and that you will notify Judo if you cease to be registered; and
- will allow Judo to conduct compliance audits ("Compliance Audit") from time to time, at any time, to ascertain the following:
 - whether you are meeting these promises;
 - compliance with the Anti-Money Laundering/Counter-Terrorism Financing Act;
 - compliance with all other applicable laws and regulations;
 - adherence to training, procedures and standards; and
 - any other matter relevant to this application that may present a risk to the reputation of Judo, you or the Alliance Partner;

- will undertake any reasonable requests made by Judo to assist Judo or the Customer in the ongoing satisfactory management of any loan facility or Product; and*
- will obtain an appropriate privacy consent from the customer(s) allowing personal and credit information to be disclosed to Judo, the Alliance Partner, underlying funder for any reason, and any other party involved in the case of any claim lodged with an IDR, EDR, court, ASIC, or similar.*

What happens if you breach any of your promises?

- If a compliance audit identifies a matter as being unsatisfactory, depending on the severity Judo will:
 - agree a remediation plan; or
 - withdraw your accreditation and no longer accept referrals of Customers from you or any applications for any of our products from you; and
 - if appropriate, inform the appropriate Regulators and authorities.
- In consideration of Judo accrediting you to introduce Customers to Judo, you indemnify Judo and keep Judo indemnified against all or any actions, suits, claims, demands, losses, damages, liabilities, costs and expenses of any nature (including without limitation civil and criminal penalties to the extent permitted by law) suffered or incurred by Judo at any time, actually or contingently, arising directly or indirectly from:
 - any dishonest, fraudulent, reckless, or negligent act or omission;
 - any failure to comply with any law, and

this indemnity will continue notwithstanding that you may no longer be accredited to introduce customers and/or applications for any Judo Product.

Further Matters

- Once your application for accreditation by Judo has been accepted, Judo's written confirmation of your accreditation is confirmation that you are appointed as limited agents authorised to conduct customer identification procedures, provided by Judo from time to time, for the purposes of the Anti-Money Laundering/Counter-Terrorism Financing Act (AML/CTF Act) or such other legislation as may be applicable, including Verification of Identity requirements in each State and Territory. This limited agency may be withdrawn, at any time, solely at Judo's discretion.
- If systems and procedures are provided by the Alliance Partner to its Foundation Partners for the purposes of Anti-Money Laundering/Counter-Terrorism Financing Act (AML/CTF Act) or such other legislation as may be applicable, including Verification of Identity requirements in each State and Territory, then you will ensure that an appropriate control framework is in place, to ensure the ongoing compliance of the system and your adherence to the procedures.
- Despite anything else in this Agreement, Judo at its absolute discretion, may contact or interview a customer or surety provider at any time for any reason.
- Judo may disclose information regarding you, or any customer or application in respect of a customer to other lenders, industry associations, courts, tribunals, or to any other person for any reasonable purpose including without limitation an investigation of your conduct in relation to an application, a loan, or otherwise. You acknowledge that Judo may make these disclosures and that you will not make any claim for defamation or otherwise in relation to any such disclosure.
- Judo may withdraw your accreditation at any time and at Judo's sole discretion, by giving 7 days' written notice.
- Judo may withdraw your accreditation, with immediate effect, in the event of any bankruptcy, liquidation or insolvency event, fraud, forgery, misrepresentation or defamation.
- You acknowledge and agree that Judo may, at its discretion, change your category of Foundation Partner from Broker Partner or Broker Partner Plus (as applicable) to Referrer Partner, and vice versa, by giving 7 days' written notice of such change to you or your Aggregator. Following that change in category you will be bound by the provisions of this application that apply to your new category on and from the date of such notice.
- You acknowledge and agree that Judo may clawback:
 - in full all commission payments from You whenever it is subsequently determined by Judo, acting reasonably, that you have participated in any form of fraudulent, misleading or deceptive conduct;
 - in full the upfront commission payments from you with respect to a loan from Judo to a customer if that loan was repaid within 12 months of the loan being advanced to the customer; and
 - 50% of the upfront commission payments from you with respect to a loan from Judo to a customer if that loan was repaid between 12 months to 18 months of the loan being advanced to the customer.
- Judo's customer identification procedures must always be followed in full, and best endeavours must be used to properly identify each customer or surety provider.*
- From time to time you may be appointed by Judo to undertake any other activities required by the AML/CTF Act or such other legislation as may be applicable.*