

## FINANCE INTRODUCTION & AUTHORITY TO ACT AGREEMENT

### PARTIES

I/we as known on our application for finance, on behalf of our business noted on our application for finance (herein known as "The Client") has given Loans One (herein known as "The Broker") exclusive authority to act as its finance broker, for the purposes of sourcing an appropriate loans for their business.

This agreement supersedes any other Mandate or Authority to act, or any other partner arrangement between The Client and another broker, affiliate partner, referrer or lender.

The Broker will introduce The Client to providers of business finance, in return for a commission if a finance deal is successfully concluded, as per the terms of this agreement.

### AGREED TERMS

#### 1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

**Completion:** means the successful conclusion of a deal between the Finance Provider and the Client, including the exchange of contracts and the receipt of Finance by the Client.

**Finance:** means any form of finance (which for the purposes of this agreement shall have a broad construction), including debt finance (whether secured or unsecured), including any hybrid or mezzanine finance, offered or provided to The Client (or a party related to The Client) by the Finance Provider following an introduction by The Broker.

**Finance Provider:** means a provider of Finance, introduced to the Client (or a related party or entity of the Client) by The Broker.

**Term:** means one year from the date of this agreement.

**Working Day:** means a weekday other than a public holiday.

### MAIN TERMS

#### 2. APPLICATIONS

2.1 On execution of this deed and for the duration of this agreement, the Broker shall email to the Client the name and contact details of any Finance Provider.

2.2 Thereafter, the Client shall apply for the Finance through the Finance Provider and diligently pursue the application (Application) to the point where the Finance Provider may issue an offer (Offer) to provide the Finance.

2.3 The Client shall be free to accept or decline any Offer, but if the Client accepts, the Client shall use his best endeavours to pursue Completion of the Finance.

#### 3. COMMUNICATION

The Client shall keep the Broker informed (on a weekly basis) of the progress of the Application and up to Completion of the Finance and the Client shall provide the Broker forthwith upon request with copies of all correspondence and documents relevant to the introduction services supplied by the Broker.

#### 4. PAYMENT

4.1 On Completion, the Finance Provider shall pay to The Broker an introducer's fee (Fee) calculated as per the established agreement between The Broker and The Finance Provider, which shall be paid forthwith after Completion without any set off or deduction whatsoever.

#### 5. EXCLUSIVITY

5.1 In consideration of the Broker committing resources and incurring costs and expenses in the sourcing of Finance, the Client shall grant the Broker exclusivity for the Term.

## 6. WARRANTIES

6.1 The Client warrants that, to the best of their knowledge and belief, any information which has been or will be supplied to the Broker (Information) is true, complete, accurate, and not misleading by omission or otherwise and fairly represents the business opportunity as well as the business itself and the individuals involved.

6.2 The Client also warrants that the Information does not breach any third party's copyright or otherwise infringe any third party's confidentiality obligations and/or where any third party consent is required it has been properly obtained.

## 7. LIMITATION OF LIABILITY

Under no circumstances shall the Broker be liable to the Client or any other party for any increased costs or expenses, any loss of profit, business, contracts, revenue or anticipated services, or for any special, indirect or consequential loss or damage of any nature whatsoever.

## 8. MISCELLANEOUS

8.1 If the Client shall, after Completion and within the Term, source additional Finance from the same Finance Provider, the Client authorises The Finance Provider to pay The Broker a further Fee for the further Finance raised.

8.2 The Client shall act towards the Broker with the utmost good faith in not seeking to circumvent the intent of these arrangements.

8.3 This agreement shall terminate automatically if the Finance is not completed within the Term, although outstanding obligations such as payment of the Fee shall still be applicable if Completion occurs after the Term which relates to a Finance Provider introduced before the end of the Term.

8.4 The Information provided to the Broker shall be disclosed, as the Broker sees fit, to third parties in connection with the provision of the Broker's services, within the Broker's organisation and to professional advisors instructed by the Broker, to legal or regulatory authorities if required and for the purposes of crime prevention.

8.5 This agreement shall constitute the entire agreement and understanding between the parties in respect of all matters which are referred to herein and any previous or separate agreements, undertakings and obligations between the parties are hereby abrogated and no statements or representations made by either party had been relied upon by the other in agreeing to enter into this agreement.

8.6 Notices and notifications hereunder shall be in writing and may be emailed (in which case, service is effected at the time of such delivery), sent by email to the address (or other address notified for this purpose) of the party herein (in which case service is deemed to be effected immediately after being emailed)

8.7 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this agreement shall either be deemed to be a waiver or in any way prejudice any right of that party under this agreement.

## 9. GOVERNING LAW

This agreement shall be subject to and construed in accordance with Victorian law and the parties hereby submit to the exclusive jurisdiction of the State of Victoria.

**Upon digital acceptance when The Client applied for finance through The Broker, this agreement is deemed to be digitally executed as a deed, and is delivered and takes effect on the date stated at the beginning of the agreement.**