

## **Referral Agreement**

Autopay is a product of MoneyMe Financial Group Pty Ltd ACN 163 691 236, Australian Credit Licence number 442218 of Level 3, 131 Macquarie Street, Sydney NSW 2000 (**MoneyMe**)

## INSTRUCTIONS

Please email a signed copy of this agreement along with a copy of your deposit slip or bank statement to <a href="mailto:alex@autopay.com.au">alex@autopay.com.au</a>

Date:	
	MoneyMe Financial Group Pty Ltd ACN 163 691 236, Australian Credit Licence 442218
Address:	Level 3, 131 Macquarie Street, Sydney NSW 2000
Email:	legal@moneyme.com.au
Representative:	General Counsel
Company name & ABN:	
Trading Name:	
Bank Account Name:	
BSB:	
Account Number:	
Address:	
Email:	
Phone:	
Representative	

## **BACKGROUND**

- (A) The Company agrees to refer customers to MoneyMe for the Products.
- (B) The parties have agreed to enter into this AutoPay Dealer Referral Agreement (Agreement) to evidence the terms on which MoneyMe will accept customer referrals from the Company for the Products.





## **OPERATIVE PROVISIONS**

## 1. THIS AGREEMENT

The Company acknowledges and agrees that, by signing this Agreement, the Company agrees to be bound by, and accepts the terms of, this Agreement.

## 2. TERM AND TERMINATION

This Agreement commences on the date of the Agreement and continues until it is terminated. Either party may terminate this Agreement at any time by giving the other party not less than 14 days' notice of termination.

#### 3. REFERRAL PROCESS

## 3.1. Customer referrals

The Company must, and represents and warrants to MoneyMe (and continues to represent and warrant throughout the term of this Agreement to MoneyMe) that it will:

- (a) if the Company is the supplier of the goods
  (ie the Company is a vehicle dealer)
  (Supplier), only engage in credit activities
  primarily on the premises used by the
  Company as the Supplier;
- (b) if the Company is not the Supplier, only engage in credit activities primarily on the premises used by the Supplier, with the Supplier's agreement;
- (c) if the Company is the Supplier, not supply the goods to the customer as a result of unsolicited contact with the customer;
- (d) if the Company is not the Supplier, not engage in credit activities relating to the supply of goods to the customer as a result of unsolicited contact with the customer;
- (e) provide credit services in relation to a credit contract offered by MoneyMe;
- (f) act on MoneyMe's behalf for a credit contract or proposed credit contract in respect of a Product or engage in credit services in relation to a Product;
- (g) if the Company is the Supplier, ensure that the credit provided to the customer in relation to the Product is wholly or predominantly used by the customer to pay for goods supplied by Company;
- (h) if the Company is not the Supplier, ensure that the credit provided to the customer in relation to the Product is wholly or predominantly used by the customer to pay for goods supplied by the Supplier;
- disclose to each customer any referral fees, gift cards, commissions or benefits which it and any of its officers, employees, agents, contractors or subcontractors (**Personnel**) may receive from MoneyMe; and
- (j) not engage in any misleading or deceptive conduct or make any representation to any customer as to the likelihood of the success of an application.

## 3.2. Regulated customer referrals

Where the referrals set out in clause 3.1 are regulated by the *National Consumer Credit Protection Act 2009* (Cth) or National Credit Code if the Company is the Supplier, the Company warrants that throughout the term of this Agreement:

- (a) the Company will be exempt from the requirement to hold an Australian Credit Licence; and
- (b) if the exemption for the Company to hold an Australian Credit Licence no longer applies to the Company, it will notify MoneyMe immediately and stop any referral activities.

## 3.3. Obligations of the Company

The Company acknowledges and agrees that:

- a) it will provide any reasonable information requested by MoneyMe regarding the circumstances relating to the introduction of a referred person/potential customer including advertising, meetings, diary notes, documents, and the Personnel involved. MoneyMe may require this information in relation to a complaint or issue with a referred person/potential customer, or MoneyMe may require this information as part of MoneyMe's due diligence or compliance checking of the introduction process;
- (b) for 12 months from the termination of this Agreement, it must not encourage any person to refinance any credit contract in respect of a Product made by MoneyMe arising from a referral by the Company;
- (c) it will use its best endeavours to ensure that information provided to MoneyMe in relation to customers is accurate and complete;
- it will attend any training reasonably requested by MoneyMe and follow any reasonable procedure MoneyMe sets in relation to the capture and provision of referrals;
- (e) it is solely responsible for ensuring that it and its Personnel comply with all laws, regulations and legislative instruments applying to its obligations under this Agreement, including the National Credit Code and the National Consumer Credit Protection Act 2009 (Cth) and the Privacy Act 1988 (Cth) (Laws) to the extent that it relates to its obligations under this Agreement;
- (f) MoneyMe is under no obligation to consider or approve any application or to provide any Products to a customer;
- (g) it is responsible for the conduct of all its Personnel and must ensure that Personnel comply with any obligation imposed under this Agreement. Each provision of this Agreement applies to the Company's Personnel as if the Personnel was the Company.





(h) MoneyMe may direct that one or more of the Company's Personnel are not to be involved in making referrals for MoneyMe.

#### 4. PRODUCTS

- (a) MoneyMe may amend, terminate, suspend or change in any way the Products made available for the Company to market to customers from time to time, and MoneyMe is not required to notify the Company of any amendment, termination, suspension or change to any of the Products.
- (b) MoneyMe need not make available to the Company the same Products that it makes available to the public generally.
- (c) MoneyMe makes Products available for marketing by the Company to customers at its sole discretion and the Company acknowledges that MoneyMe has not represented that such authorisation will continue for any period of time.

#### 5. RELATIONSHIP

- (a) The relationship between MoneyMe and the Company is of a principal and an independent contractor. Nothing in this Agreement constitutes or deems the Company to be an employee, agent, partner or trustee of MoneyMe.
- (b) This Agreement does not appoint the Company as MoneyMe's authorised credit representative. MoneyMe may enter into similar arrangements with other referrers.
- (c) The Company and any person acting on its behalf, including Personnel, who are involved in the referral of potential customers to MoneyMe are unable to bind MoneyMe in any way and must not purport to do so.

## 6. SYSTEM

- (a) MoneyMe may provide the Company with a connection to MoneyMe's computer system or provide other software or connections (System).
- (b) The Company must only use the System for the purpose of performing its obligations in a timely manner under this Agreement.
- (c) The Company must not copy, alter, tamper, reverse engineer, repair or attempt to repair the System (or any part of it, including the base software to the System), or cause or permit a third party to do any of these acts.
- (d) The Company must not corrupt or attempt to corrupt any material, data or information stored in or accessible through the System, and must not enter into the System any material, data or information the Company knows to be incorrect, misleading or deceptive.
- (e) The Company is solely responsible for selecting, supplying and maintaining its own facilities, equipment and network connections to use and access the System.
- (f) The Company must ensure that any user identification details provided to the

- Company will not be disclosed or transferred to any other person.
- (g) The Company must maintain adequate antivirus and other security software to prevent unauthorised third parties from accessing the System.
- (h) The Company must promptly notify MoneyMe if it becomes aware, or reasonably suspect, that:
  - (i) another person has obtained unauthorised access to the System or to any user identification details provided to the Company; or
  - (ii) there is a threat to the secure operation of the System.
- MoneyMe is not liable for any interruption or other malfunction to the System.
- (j) The Company must comply with MoneyMe's reasonable requirements in relation to the System.
- (k) The Company must return to MoneyMe any parts of the System supplied by MoneyMe on request.
- The Company must keep confidential any (I) information regarding the System, and must not supply any copies of software provided by MoneyMe in connection with the System to any third parties or allow any person to connect to or have access to the System without MoneyMe's prior written consent. The Company must make reasonable efforts to ensure that any person who has access to the System does not make any unauthorised use, modification, reproduction disclosure of that The Company Confidential Information. may make any disclosure required by law.
- (m) MoneyMe retains ownership of the System at all times.
- (n) MoneyMe may cancel or suspend the Company's use (or its Intermediaries' or representatives' use) of the System at any time without notice if:
  - MoneyMe has reason to believe that the Company has breached a term of this Agreement;
  - (ii) the use of the System has or may become unlawful or subject to a third party claim; or
  - (iii) MoneyMe decides to withdraw or decommission the System.
- (o) MoneyMe is not liable for any loss, damage, breach or breach of contract arising out of use of, or in connection with, the System.
- (p) MoneyMe makes no warranties or representations as to the accuracy or reliability of the System.

## 7. CONFIDENTIALITY

## 7.1. Confidentiality of this Agreement

(a) The Company must not, and must procure that its Personnel do not, use or disclose any of the Confidential Information





- disclosed to it by MoneyMe other than permitted by this Agreement, required by Law or with MoneyMe's prior written consent.
- (b) Upon termination of this Agreement or at any time upon MoneyMe's request, the Company must deliver to MoneyMe any Confidential Information in the Company's possession which is reasonably capable of being delivered and/or must delete, erase, or otherwise destroy any Confidential Information which is not reasonably capable of delivery to MoneyMe.

## 7.2. Public announcements

No public announcements or communications relating to the negotiations of the parties or the existence, subject matter or terms of this Agreement may be made or authorised by or on behalf of the Company without MoneyMe's prior written consent.

## 8. INTELLECTUAL PROPERTY

## 8.1. Intellectual Property

Any Intellectual Property created by a party for the purposes of this Agreement, or owned by a party and made available to the other party pursuant to this Agreement, remains the property of the party that created or owns it.

## 8.2. Advertising or promotional material

The Company must not use any advertising or promotional material that names MoneyMe, or MoneyMe's business name or logo, or uses MoneyMe's Intellectual Property in any way without MoneyMe's prior written consent.

## 8.3. Intellectual Property licence

The Company grants to MoneyMe and any related company a world-wide, non-exclusive, royalty-free licence to use the Company logo and name on MoneyMe's business website and marketing material, to show that the Company has a relationship with MoneyMe. This licence ceases without further notice if this Agreement is terminated.

## 9. WARRANTIES

## 9.1. Mutual warranties

Each party represents and warrants, and continues to warrant throughout the term of this Agreement, to the other party that:

- it has full power and authority to enter into and perform its obligations under this Agreement;
- it has all licences, permits and other regulatory consents required or necessary to perform its obligations under this Agreement;
- (c) it has been duly incorporated in accordance with the laws of the place of its incorporation and that it is validly existing under those laws;
- (d) it will comply with all applicable laws, including the Corporations Act 2001 (Cth), the Australian Securities and Investments Commission Act 2001 (Cth), the Competition and Consumer Act 2010 (Cth),

- and any applicable regulations, and applicable regulatory guidelines; and
- (e) it will not do anything calculated or likely to disparage or damage the goodwill or reputation of the other party, their trade marks or business.

## 9.2. Company warranties

- (a) The Company represents and warrants, and continues to warrant throughout the term of this Agreement, to MoneyMe that:
  - it is not aware of any additional information which might reasonably adversely affect a decision in relation to a customer;
  - (ii) there is no fraud, dishonesty, omission or negligence on its behalf; and
  - (iii) each customer was introduced in good faith and in compliance with the requirements of this Agreement and all applicable laws.
- (b) If MoneyMe determines (acting reasonably) that a warranty under clause 9.2(a) has been breached, MoneyMe may require the Company to repay the entire Referral Fee received in respect of that customer. This is addition to any other rights under this Agreement arising from such a breach.

## 10. INDEMNITY

The Company indemnifies MoneyMe on a continuing basis against Indemnified Loss suffered or incurred by MoneyMe in respect of:

- (a) any breach of this Agreement by the Company;
- (b) any dishonest, fraudulent, reckless or negligent act or omission by the Company or any of its Personnel;
- (c) any failure to comply with any law by the Company; and
- (d) any liability to a third party arising because of, or contributed to by, any act or omission by the Company or any of is Personnel,

except where such loss arises from the mistake, fraud, negligence or wilful misconduct of MoneyMe or its Personnel.

## 11. REFERRAL FEES

## 11.1. Payment of Referral Fee

MoneyMe will pay the Company the Referral Fee, as varied by MoneyMe from time to time.

## 11.2. Time for payment

- (a) The Referral Fee is payable to the Company in arrears on the 15th day of each calendar month (or the next Business Day).
- (b) MoneyMe will pay the Referral Fee by electronic bank transfer and payments will be accompanied by a statement setting out the number of Products originated, Referral Fees payable and any adjustments to the Referral Fee.
- (c) The Company must check each Referral Fee statement carefully and notify





- MoneyMe promptly of any discrepancy, error or omission.
- (d) If the Company does not make a claim with respect to a Referral Fee statement within six months of receipt of the statement, the Company is deemed to have accepted that the Referral Fee statement is accurate and is prohibited from making a claim against MoneyMe for any discrepancy, error or omission contained in the Referral Fee statement.

## 11.3. Variation to Referral Fees

MoneyMe may vary the Referral Fee payable to the Company at any time, but only in respect of customers introduced to MoneyMe for Products after the Company has been given notice of the change in Referral Fees or the date that the change in Referral Fees takes effect, whichever is the later.

## 11.4. Clawback

If a Product for which a Referral Fee has been paid to the Company is repaid within six months of the date the finance is provided, or is found (by MoneyMe, acting reasonably) to have been made on the basis of fraudulent, misleading or forged information or documents, MoneyMe may set-off any Referral Fee paid to the Company pursuant to clause 11.5.

## 11.5. Set-off

Any amount owed by the Company to MoneyMe can be deducted from any Referral Fees MoneyMe owes the Company.

# 12. GOODS AND SERVICES TAX 12.1. GST

- (a) If GST is payable by a supplier (or by the representative member for a GST group of which the supplier is a member) on any supply made under or in relation to this Agreement, the recipient must pay to the supplier an amount (GST Amount) equal to the GST payable on the supply. The GST Amount is payable by the recipient in addition to and at the same time as the net consideration for the supply.
- (b) If a party is required to make any payment or reimbursement, that payment or reimbursement must be reduced by the amount of any input tax credits or reduced input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled for any acquisition relating to that payment or reimbursement.
- (c) This clause 12 is subject to any other specific agreement regarding the payment of GST on supplies.

## 12.2. RCTI

- (a) MoneyMe may issue tax invoices in respect of supplies. The Company may not issue tax invoices in respect of the supplies.
- (b) The Company acknowledges that it is registered for GST and will notify MoneyMe if it ceases to be registered for GST.

- (c) MoneyMe acknowledges that it is registered for GST and will notify the Company if it ceases to be registered for GST or if it ceases to satisfy any of the requirements of the determination (GSTR 2000/10).
- (d) MoneyMe may not issue a document that would otherwise be a RCTI on or after the date when either the Company or MoneyMe has failed to comply with any of the requirements of the determination (GSTR 2000/10).

## 13. NOTICE

The Company must at all times maintain an email address for correspondence with MoneyMe. Any notice given by MoneyMe to the Company's nominated email address will be deemed to be received by the Company on conclusion of transmission.

## 14. GENERAL PROVISIONS

- (a) Each party must pay all its own expenses relating directly or indirectly to the negotiation, preparation, execution and performance of this Agreement.
- (b) This Agreement constitutes the entire Agreement between the parties as to its subject matter and in relation to that subject matter, supersedes any prior understanding or Agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.
- (c) MoneyMe may assign, novate or otherwise deal with any of its rights and obligations under this Agreement without the prior consent of the Company. The Company must sign anything and do anything MoneyMe reasonably requires to enable any dealing with this Agreement. MoneyMe may disclose information about the Company and this Agreement to anybody involved in an actual or proposed assignment, novation or dealing by MoneyMe under this Agreement, or for any other purpose.
- (d) MoneyMe may vary any term of this Agreement, including the Referral Fees payable to the Company, at any time by notice in writing, so long as no variation affects the parties' rights and obligations in respect of products introduced prior to the date of the variation.
- (e) No rule of construction operates against a party merely because it put forward the drafting of a clause or seeks to rely on a particular clause within this Agreement.
- (f) Any provision of this Agreement, which is illegal, prohibited, void or unenforceable will be ineffective to the extent only of such illegality, prohibition and voidness or unenforceability, without invalidating the enforceability of the remaining provisions of this Agreement.
- (g) Any failure by a party to exercise any right under this Agreement does not operate as a





waiver. The single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

(h) The law of New South Wales and the Commonwealth of Australia governs this Agreement. The parties submit to the nonexclusive jurisdiction of the Courts of New South Wales and of the Commonwealth of Australia.

## 15. DEFINITIONS

In this Agreement:

**Business Day** means a day on which banks are open for general banking business in Sydney, New South Wales, excluding Saturdays, Sundays and public holidays.

Confidential Information means this Agreement and all information in any form (and copies and extracts made of or from that information and data, whether translated from the original form, recompiled, partially copied, modified, updated or otherwise altered), belonging or relating to MoneyMe, that is or should reasonably be regarded as, confidential to MoneyMe or not generally available to the public at the time of disclosure other than by reason of a breach of this Agreement.

**GST** means any tax, levy, charge or impost implemented under the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act) or an Act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar effect to, the GST Act.

Indemnified Loss means, in relation to any person, any direct or indirect loss, liability, damage, demand, claim, cost, charge, liabilities, action, suit, expense, outgoing, payment, diminution in value or deficiency of any kind or character (including without limitation civil and criminal penalties, AFCA settlements or determinations, any award or determination made pursuant to an internal dispute resolution procedure by the MoneyMe or any compromise or settlement reasonably agreed by MoneyMe following a notice or a complaint to MoneyMe or to AFCA, whether or not the compromise or settlement was the result of conciliation, mediation or discussions facilitated by AFCA) which that person pays, suffers or incurs or for which that person is liable.

**Intellectual Property** means, in relation to a party, that party's trade marks, logos, business names, analysis, business methods, compilations, data, structures, trade secrets, operations and affairs,

processes, management systems, systems used in the generation of business, organisational structure and reasons therefore, whether in printed, magnetic or electronic form, or on film.

**Products** means auto finance products that MoneyMe from time to time informs the Company are available to be offered to customers by way of credit contract for the acquisition of a vehicle, caravan or marine craft.

RCTI means recipient created tax invoices.

**Referral Fee** means the fee for each referral of customer for a Product by the Company leading to a credit contract being entered into between the customer and MoneyMe. The initial Referral Fee will be set out in a side letter to the Company.

## 16. INTERPRETATION

In this Agreement, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this agreement;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, schedule or annexure is to a clause, or schedule or annexure to this Agreement, and a reference to this Agreement includes any schedule or annexure:
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time:
- (e) a reference to time is to Sydney, New South Wales, Australia time;
- (f) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.





# **Autopay user details**

Please enter the below details for all employees who require access to the Autopay finance product

First name	Last name	Email	Mobile	Agent or Admin Access	
				Agent	Admin
				Agent	Admin
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Executed as an agreement.	
Signed on behalf of MoneyMe Financial Group Pty Limited by:	
Authorised agent	
Print name and title	
Signed on behalf ofb	
Sole director and sole secretary	
Print name	
SIGN HERE IF MULTIPLE DIRECTORS & SECRETAR	Υ
Signed on behalf of b	y:
Secretary/Director	Director
Print name	Print name

## INSTRUCTIONS

Please email a signed copy of this agreement along with a copy of your deposit slip or bank statement to <a href="mailto:alex@autopay.com.au">alex@autopay.com.au</a>

