

INTRODUCERS AGREEMENT FORM

Between:

Lightspeed Mortgage Management Pty Ltd
ABN: 33 615 424 970
Suite 202, Level 2, 23-25 Gipps Street,
Collingwood VIC 3066.

AND

The Introducer:



AGREEMENT CONTRACT

Type of Introducer:

☐

Broker

☐

Referral

Signatures to this Introducer:

Print Name

Sign Name

Signatures on behalf of Lightspeed:

Print Name

Date

Sign Name

Date



Bank Details of Introducer:

Bank Name

Account Name

Account Number

BSB

1. BACKGROUND

- a) Lightspeed is in the business of providing short term bridging and construction finance.
- b) The Introducer is a licensed finance broker or a referring party.
- c) The Introducer wishes to introduce loans to Lightspeed.
- d) Lightspeed has agreed with the Introducer that it may introduce loans to Lightspeed on the terms and conditions of this document.

2. LOAN INTRODUCTION

- a) The Introducer will endeavour to introduce loans to Lightspeed on behalf of the Introducer's client or clients ("the Borrower").
- b) The Introducer must ensure and covenants to Lightspeed that each loan introduced to Lightspeed will at all times comply with the terms of this document and any instruction issued by Lightspeed to the Introducer from time to time.
- c) The Introducer must use its best endeavours to ensure that the information provided to Lightspeed in relation to introduced loans is accurate.
- d) The Introducer is an independent contractor with respect to Lightspeed and nothing contained in this document shall be construed as giving rise to any relationship of partnership, agency, employment or joint venture between the Introducer and Lightspeed.
- e) The Introducer must not hold itself out or otherwise do or make or permit or acquiesce in the doing or making of any act or statement which would lead another person to believe that the Introducer was a partner, agent, employee or joint venture of Lightspeed. The Introducer has no authority to act on behalf of Lightspeed in any capacity or to bind Lightspeed to any arrangement with any party. f) Without limiting any other provision in this document, the Introducer shall be responsible for all of the acts, omissions and defaults of the Introducer's representatives and any act, matter, thing, default or omission by or on behalf of an Introducer's representatives shall be deemed, for all purposes, to be an act, matter, thing, default or omission by the Introducer.

3. COMMISSION

- a) For each loan that is approved and settled as a result of the introduction by the Introducer, Lightspeed will pay to the Introducer a commission.
- b) Lightspeed will not pay the Introducer any trail commission.
- c) The Introducer shall, subject to the Finance Brokers Control Act 1975 and any other applicable law, determine its upfront commission and agree on such commission with the Borrower.
- d) The maximum commission payable to the Introducer is 2% of the loan amount.
- e) The Introducer will notify Lightspeed of the commission agreed by the Borrower and Introducer and the commission will be included as an establishment fee in the loan documents.
- f) Lightspeed shall pay the commission due to the Introducer on settlement date of the loan, or as soon as practicable thereafter.

4. OBLIGATIONS OF INTRODUCER

- a) The Introducer, and its representatives or agents, must at all times comply with the terms of this document.
- b) The Introducer, and its representatives or agents, must at all times act with a high degree of professional skill, care and diligence and in accordance with good mortgage origination and management practice.
- c) The Introducer, and its representatives or agents, must at all times act in a manner such that it protects the interests of Lightspeed.
- d) Without limiting the general obligations pursuant to clause 3(a), the Introducer will (and will ensure that its representatives or agents will):
 - i. Provide to Lightspeed all information that comes to the Introducer's attention which may be relevant to Lightspeed's decision whether or not to approve an application made in the name of a Borrower;
 - ii. Comply with all applicable laws and regulations in the conduct of its business including Privacy Laws and the UCCC;
 - iii. Protect the privacy of personal information about any party received or created and ensure that such information is kept securely and destroyed securely;
 - iv. Ensure that all relevant licenses, registrations, permits and authorities for the conduct of the Introducer's business are held to perform its obligations arising pursuant to this document;
 - v. Act honestly in its dealings with all parties and not engage in misleading, deceptive or unethical conduct;

- vi. Maintain professional indemnity insurance with a responsible insurer for a minimum amount of \$1,000,000.00;
- vii. Provide to Lightspeed, upon 14 days notice, a copy of the Introducer's current professional indemnity insurance policy, or any other documents related to the Introducer's insurance;
- viii. Assist in the resolution of any complaint made by any person or any dispute resolution process undertaken by Lightspeed or any enquiry or investigation required by any authorised body;
- ix. Keep or cause to be kept proper separate records and files in relation to each of the loans settled by Lightspeed and provide, collect and maintain such information as Lightspeed may from time to time in writing reasonably require to be provided collected or maintained in respect of its settled loans. The Introducer shall allow Lightspeed to take copies of any such records and files
- x. Comply with all applicable laws and regulations in the conduct of its business including Privacy Laws and the UCCC;
- xi. Protect the privacy of personal information about any party received or created and ensure that such information is kept securely and destroyed securely;
- xii. Ensure that all relevant licenses, registrations, permits and authorities for the conduct of the business are held to perform its obligations under this document;
- xiii. Act honestly in its dealings with all parties and not engage in misleading, deceptive or unethical conduct;

5. WARRANTIES BY INTRODUCER

- a) The Introducer warrants, represents and undertakes to Lightspeed that:
 - i. It has been formed in accordance with all legal and statutory requirements relevant to it, its mode of operation and its fields of financial and business operations and it is presently existing and operating in accordance with all legal and statutory requirements and holds all necessary licenses, permits or other authorisations in respect thereof;
 - ii. It is empowered and has full power and authority to enter into and be bound by the terms and conditions of this document;
 - iii. No disciplinary processes or legal actions are pending against the Introducer;
 - iv. In respect of each and every loan settled by Lightspeed from time to time, the Introducer has no knowledge of any facts, circumstances or conditions with respect to such settled loan/s, each Borrower or a Borrower's credit standing in respect of such settled loan that may reasonably be expected to cause a prudent lender to regard a loan as an unacceptable investment or materially adversely affect the value or marketability of such settled loan; It will:
 - 1. Observe the Privacy Laws in respect of all personal information disclosed by Lightspeed to the Introducer or collected on behalf of Lightspeed by the Introducer pursuant to this document;
 - 2. Only use the personal information for the purpose of fulfilling its obligations pursuant to this document and not for purposes that are not provided for in this document; take all reasonable measures to ensure that personal information held in connection with this document is protected against misuse or loss and against unauthorised access, use, modification or disclosure and that only authorised personnel have access to personal information; and promptly follow any reasonable direction of Lightspeed in relation to personal information.
 - 3. The warranties and indemnities contained in this document:
 - a. Will be deemed to be repeated at the time each loan is settled;
 - b. Will continue in full force and effect notwithstanding the termination of this document.

6. INDEMNITIES BY INTRODUCER

- a) The Introducer agrees to indemnify and keep indemnified, Lightspeed from any damages, losses, outgoings, costs, charges or expenses suffered or incurred by Lightspeed directly or indirectly in respect of:
 - i. Any breach of the Introducer's obligations,
- b) warranties, representations and covenants under this document or any error, omission or misrepresentation whether innocent or fraudulent by the Introducer or its representatives or agents;
 - i. Any action, claim or demand made or brought in respect of or otherwise arising from or in connection with any breach of any of the warranties contained in this document or the fact that any of those warranties is untrue at any time;
 - ii. Any settled loan where an insurer fails to indemnify (or gives notice to any person of its intention to deny liability, either wholly or in part, to indemnify) any Borrower and/or

Lightspeed under pursuant to a contract of insurance where a claim is or may be made under pursuant to such a contract and such refusal to indemnify results either in whole or in part from any fraud, negligence, misrepresentation, act, omission or default of the Introducer or its representatives or agents;

- iii. The provision of any incomplete or inaccurate Borrower data
 - iv. Act or omission of an Introducer's representatives or agents;
 - v. The Introducer or its representatives or agents breaching any law of any state or territory of Australia.
- c) Without limiting the provisions of clause 5.1, in the event of any breach of or default under this document by the Introducer or its representatives or agents, the Introducer agrees to indemnify Lightspeed against:
- i. All fees (including legal fees and disbursements on a solicitor and own client basis), actions, claims, demands, losses, damages, proceedings, compensation, costs, charges and expenses whether during or after the term hereof incurred by Lightspeed in connection with or resulting from this document consequent upon any breach of or default under this document by the Introducer or in rectifying such breach or default or procuring the rectification of such breach or default; ii. Any loss of damage suffered or incurred by Lightspeed as a result either directly or indirectly of any breach of or default by the Introducer under this document including, without limitation, any consequential loss or damage including any financial loss or damage suffered by Lightspeed; and
 - ii. Any liability either direct or indirect, tortuous, contractual or statutory which may be incurred or suffered by a Manger and/or the Trustee or any third person or persons where such loss or damage arises directly or indirectly from any breach of or default under this document by the Introducer or the Introducer's representatives including, without limitation, liability for consequential loss or damage including without limitation any financial loss or damage.
 - iii. Such indemnity is in addition to any rights implied by law in favour of Lightspeed.
 - iv. The indemnities in favour of Lightspeed contained in this document survive termination of this document or the termination of settled loans.

7. TERMINATION OF INTRODUCER AGREEMENT

- a) Either Lightspeed or the Introducer may terminate this document by notice in writing served on the other party.
- b) After the termination of this document by either Lightspeed or the Introducer, the Introducer must sign all documentation and do everything Lightspeed reasonably requires to facilitate the termination of this document, the management of settled loans or the transfer of rights, benefits or obligations relating to the management of settled loans. Without limitation, the Introducer must deliver to Lightspeed, or as Lightspeed directs, all records and other property relating to the introduction of loans.

8. RECIPIENT CREATED INVOICES

- a) Lightspeed and the Introducer agree to the following:
 - i. Lightspeed may issue recipient created tax invoices
- b) for the commission due to the Introducer. ii. The Introducer agrees not to issue any tax invoices
- c) in respect to any supplies provided to Lightspeed, unless requested to do so by Lightspeed.
 - i. The Introducer acknowledges that it is registered
- d) for GST at the time of entering into this agreement, and will notify Lightspeed if it ceases to be registered, such notification will be given in writing and within 14 days from ceasing to be registered.

9. GENERAL PROVISIONS

- a) This document may only be varied by the written agreement of the parties.
- b) Any notice to be given to a party to this document must be given in writing and must be:
 - i. sent through the post to the address specified for the party in this document in which case service will be deemed to be effected three business days after posting;
 - ii. delivered to or left at the address specified for the
- c) party in this document; or iii. sent by facsimile in which case service will be deemed to be effected upon conclusion of transmission.
- d) A party may notify a new address in Australia for any address shown in this document.



- e) The Introducer and Lightspeed must maintain confidential the terms of this document and arrangement between the Introducer and Lightspeed. The Introducer may disclose details of this document and the arrangement to any insurer or solicitor or otherwise as required by law, any competent authority or anyone approved in writing by Lightspeed.
- f) This document may be executed in a number of counterparts and if so executed, the counterparts taken together constitute one deed.
- g) This document will be governed by and construed in accordance with the law for the time being in force in Victoria.
- h) The Introducer and Lightspeed agree that Part 1F of the Civil Liability Act 2002 is excluded from this document and that proportionate liability will have no operation to the acts or services of the Introducer. For the avoidance of any doubt, it is the intention of the parties to contract out of the effect of the proportionate liability regime.