

# Introducer Agreement

DATED  /  /

## BETWEEN

(a) **Zagga Market Pty Limited** (ACN 611 662 401) (**Zagga Market**);

(b) **Zagga Investments Pty Limited** (ACN 615 154 786) (**Zagga Investments**)

(together, "**Zagga**");

## AND

ACN  (**Introducer**) ACL/AFSL

(together, the "**Parties**").

## BACKGROUND:

- A. Zagga Market has obtained an Australian Credit Licence (**ACL**) and Zagga Investments an Australian Financial Services Licence (**AFSL**) which allows Zagga to match Investors looking to invest in Loans with Borrowers looking to borrow money on its marketplace lending platform.
- B. Zagga has developed an online platform for this purpose available through the Website.
- C. Zagga Investments is the Trustee appointed to hold the Loan and securities on trust for Investors and has appointed Zagga Market to manage the Loan in accordance with the Trust.
- D. The Introducer wishes to provide referrals to Zagga, to source potential Borrowers and/or Investors who wish to borrow and/or invest money, as the case may be, utilising the Website upon the terms and conditions contained in this Agreement.
- E. For each Successful Referral, Zagga will, in accordance with the terms of this Agreement, pay the Introducer a referral fee.

## NOW THIS AGREEMENT WITNESSES:

### 1. Definitions

"**Agreement**" means this agreement as amended from time to time;

"**AML/CTF Act**" means the *Anti-Money Laundering and Counter Terrorism Act 2006* (Cth);

"**Applicant**" means a Borrower who takes out a Loan, or an Investor who invests in a Loan through the Website following a Referral;

"**Application**" means an application by a Borrower to take out a Loan, or an application by an Investor to invest in a Loan through the Website following a Referral;

"**Authorised Representative**" has the meaning given to it under the NCCP Act;

"**Borrower**" means an approved person, persons, Australian company or other legal entity with the capacity to borrow monies which has entered into a Borrower Agreement and credit contract;

"**Borrower Agreement**" means the agreement entered into by a Borrower with Zagga;

"**Business Day**" means Monday to Friday excluding public holidays in NSW;

"**CAS**" means Zagga's proprietary credit assessment score calculated by Zagga in relation to each Loan Application prior to it being published on the Website for subscription to by Investors. It is based on Zagga's subjective assessment of the information provided to Zagga by the Borrower and third-party credit and identity report providers and takes into account factors such as (but not limited to), the type of Loan sought, the purpose of the Loan, the Borrower's credit history, the quality and type of security, the value of the security and the servicing ability of the Borrower;

"**Confidential Information**" means information, data and know-how, whether technical or not, which is disclosed to the Introducer, and which relates to the research, development, the Website or business activities of Zagga and any other information which Zagga indicates to be confidential; but will not include information, data or know-how which is already known to the public at the time of its disclosure, nor information which is known by the Introducer before receiving access to it under this Agreement;

"**Consent Agreement**" means the form of agreement set out at Annexure 1;

"**Corporations Act**" means the *Corporations Act 2001* (Cth), the Corporations Regulations 2001 (Cth) and other instruments made under it as may be amended from time to time;

**"Credit Assistance"** has the same meaning as defined in the NCCP Act;

**"Credit Representative"** has the same meaning as defined under the NCCP Act;

**"Customer Details"** means an Applicant's personal and contact information (including a description of the purpose for which the customer may want credit or to invest, and information regarding what the customer needs);

**"Intermediary"** has the same meaning as defined under the NCCP Act;

**"Investor"** means an approved person or entity that has entered into an Investor Agreement;

**"Investor Agreement"** means the agreement entered into by an Investor with Zagga;

**"Laws"** means the common law and any law applicable to this Agreement including the NCCP Act, the *Competition and Consumer Act 2010* (Cth) Corporations Act, the *Australian Securities and Investments Commission Act 2001* (Cth), AML/CTF Act, and the *Privacy Act 1988* (Cth) as may be amended from time to time;

**"Lead"** or **"Referral"** means the referral of a potential customer by the Introducer to Zagga;

**"Loan"** means monies lent by Zagga, as funded by Investor/s to the Borrower/s;

**"Loan Application"** means the Borrower's application for a Loan;

**"NCCP Act"** means the *National Consumer Credit Protection Act 2009* (Cth), *National Consumer Credit Protection Regulations 2010* (Cth), and *National Credit Code* and other instruments made under it;

**"Related Party"** has the meaning given to it under the Corporations Act;

**"Representative"** means a person or body corporate's directors, officers, employees, contractors, or other duly authorised third parties and agents;

**"Services"** means the services to be provided by the Introducer under this Agreement;

**"Successful Referral"** means a Lead or Referral that has resulted in a successful Loan to a Borrower, or investment in a Loan by an Investor, after an Application has been completed and published on the Website;

**"Trust"** means the Zagga Investments Lending Trust as established by the Trust Deed;

**"Trust Deed"** means the Zagga Investments Lending Trust Deed dated 23 February 2017 which established the Trust, in which Loans are originated and funded, and contains the terms and conditions upon which Zagga Investments manages the Trust and administers Investors' beneficial interests in Trust property;

**"Trustee"** means Zagga Investments Pty Ltd (ACN 615 154 786, AFSL 492354), the trustee of the Trust;

**"Website"** means the Zagga website being zagga.com.au;

**"Zagga"** means Zagga Investments and Zagga Market unless the context otherwise requires; and

**"Zagga Representative"** means the person nominated in writing by Zagga from time to time.

## 2. Appointment and Term

- (a) The term of this Agreement shall commence on the date of execution and will continue until terminated under clause 10.
- (b) Zagga appoints the Introducer and the Introducer agrees to provide Referrals to Zagga whereby the Introducer will introduce its customers to Zagga, and where instructed by its customers assist or act for them in:
  - (i) registering the customer as either a Borrower or an Investor on the Website, or both;
  - (ii) preparing and uploading Applications;
  - (iii) subscribing to Applications; and
  - (iv) any other communications or actions with either Zagga or the Trustee as required.
- (c) This Agreement is not exclusive and Zagga has no obligation to accept or approve any Referrals.

## 3. Independent Contractor

- (a) The Introducer and Zagga acknowledge that:
  - (i) they are independent contractors;
  - (ii) no fiduciary relationship exists between them;
  - (iii) nothing in the Agreement constitutes a relationship of employer and employee, principal and agent, or partnership between them; and
  - (iv) neither party may make representations regarding their relationship that contradicts this clause 3.
- (b) Neither party is providing the other with services for or in relation to the performance of work for the purposes of the Pay-Roll Tax Act 2007 (NSW) or any equivalent laws in other States and Territories in Australia.

## 4. Requirements, Representations and Warranties - referring Borrowers and Investors

In making a Referral of a Borrower for a Loan or of an Investor to invest in a Loan, the Introducer agrees, and makes representations and warranties that it will comply with the following:

### (a) Unlicensed Introducer - NCCP regulated

If the Introducer does not hold, or is not authorised under, an ACL and the Borrower's Loan being referred is regulated under the NCCP Act, the Introducer must:

- (i) only engage in credit activities as a referrer incidentally to a business not making contact with third parties for the purpose of giving their names or details to other persons;
- (ii) not provide credit assistance to any customer that it refers to Zagga by suggesting a customer take out, or assisting a customer into, a particular credit product with Zagga (that is, only telling customers that Zagga can assist them with finance, but not giving specific details of any particular finance product that might apply to the customer);
- (iii) not directly charge a fee to the customer for the Referral;
- (iv) not represent that the Introducer is an agent of Zagga, is acting on behalf of Zagga or is able to bind it in any way;
- (v) only provide the Customer Details to Zagga within 5 business days of receipt and only inform the consumer that Zagga is able to arrange loans but not any particular product;
- (vi) inform the customer of any commissions or other benefits the Introducer may receive;
- (vii) use best endeavours to ensure that information provided to Zagga in relation to Applications is accurate;
- (viii) represent and warrant to Zagga that it:
  - (A) has complied and will comply with all of clause 4(a);
  - (B) is not banned from engaging in credit activities as defined under the NCCP Act; and
  - (C) does not conduct business by contacting people face to face from non-standard business premises.

**(b) Unlicensed Introducer - Corporations Act regulated**

If the Introducer does not hold, or is not authorised under, an AFSL with the appropriate authorisations, and the Investor being referred is regulated under the Corporations Act, the Introducer must:

- (i) only inform the customer that Zagga offers the investment product and that Zagga can provide the customer with general advice (or further information) about the Trust and about making an investment in a Loan;
- (ii) only give the customer information about how the customer may contact Zagga;
- (iii) disclose to the customer, when making the referral, and in the same form:
  - (A) any benefits (including commission) that the referrer or any associate may receive in respect of the referral; and
  - (B) any benefits (including commission) that the referrer or any associate, may receive that are attributable to the referral.

**(c) Applicable to all licensed and unlicensed Introducers - regulated and unregulated**

For all introductions of Borrowers and Investors (including those listed in 4(a) and 4(b) above), the Introducer must, at its own cost, respond to and process customer enquiries in an efficient and businesslike manner and in accordance with sound business practices at all times. Without limiting this general obligation, the Introducer:

- (i) must comply with all Laws, including requirements to hold, or be authorised under, an ACL or AFSL, codes of conduct or practice (including the terms of the Introducer's credit licence under the NCCP Act or Corporations Act, being a member of EDR and holding professional indemnity insurance) applicable to the Introducer or generally acceptable banking and financial services industry practice in the provision of the finance broking services;
- (ii) must not act in a misleading or deceptive manner with respect to the provision of services to customers and not provide any information which the Introducer knows or ought to have known is or is likely to mislead or is fraudulent;
- (iii) must promote the reputation of Zagga and not engage in any conduct which may adversely affect its name and business reputation and take all reasonable steps to ensure that the goodwill of Zagga, and the Website are maintained and not brought into disrepute;
- (iv) must comply with the reasonable directions of Zagga in relation to this Agreement;
- (v) must inform the Zagga Representative promptly and in any event no later than 2 Business Days if the Introducer becomes aware of:
  - (A) any claim that is made or threatened against Zagga or the Introducer;
  - (B) any complaints or possible issues relating to the customers within 24 hours of receiving notice;
  - (C) breach of any Laws in respect of the Introducer or its Representatives conduct;
  - (D) ceasing to hold for any reason any required licence, registration, permit or other authorisation it is required to hold, or no longer being eligible for any referrer exemption under the NCCP Act and Corporations Act; and/or
  - (E) any issues relating to the performance of this Agreement;
- (vi) agrees that all Loans be processed, published and subscribed to using the Website;

- (vii) must obtain prior written consent from the customer or any third parties necessary, to refer the customer and to provide the Customer Details to Zagga (if permitted by Law to provide such information) before making a Referral by procuring that the customer signs a Consent Agreement;
- (viii) must ensure appropriately qualified persons are authorised to provide the Services;
- (ix) must give the customer factual information via the Introducer's website (or other means approved by Zagga) including:
  - (A) a description of what Zagga does;
  - (B) the procedure for the customer to apply for become a Borrower or an Investor;
  - (C) answers to routine administrative questions about Zagga;
  - (D) making available to the customer a copy of any Zagga flyer, brochure and/or credit guide and directing the customer to the Website;
- (x) must not use Zagga's name or logo or erect or display any signage, or use any stationery, leaflets or other materials in connection with the business of Zagga, or carry out any marketing, promotion or advertising without the prior written approval of Zagga, which approval may be given subject to such directions as Zagga thinks fit;
- (xi) must ensure that its Representatives do not, and are prohibited from, borrowing through the Website;
- (xii) must ensure that it is, and any of its Representatives are, prohibited from investing through the Website without obtaining the prior written consent of Zagga (Zagga may impose conditions on any consent given);
- (xiii) is not, or will not be, a Representative to any Investor that it has introduced;
- (xiv) will not pay any commission, payment or other consideration to any Investor in relation to the subscription to any Loan;
- (xv) will declare to Zagga any commission, payment or other consideration paid to it by any Investor or Borrower in relation to the taking out of, or subscription to, any Loan;
- (xvi) acknowledges and agrees that as a consequence of acting as a Introducer to Zagga and by using the Website it will be privy to information about Borrowers, Investors and Applications (Information) and that it will not under any circumstances:
  - (A) disclose any Information to any third parties whatsoever; and/or
  - (B) use the Information for any purpose other than for selecting and investing in Loans; and/or
  - (C) use the Information for unlawful or illegitimate purposes.

## 5. Responsible for Intermediaries / Credit Representatives / Authorised Representatives

The Introducer is responsible for the conduct of its representatives, employees, directors, officers and agents, including Representatives (which includes any Credit Representatives under an ACL and Authorised Representatives under an AFSL), and must ensure that any Intermediaries comply with any obligation imposed on the Introducer under this Agreement.

## 6. Information

- (a) Within 14 days of request by Zagga, the Introducer must provide any information or documents requested by Zagga relating to:
  - (i) the introduction of and other dealings with customers; and
  - (ii) the Introducer's business insofar as the business relates to dealings with Zagga and the customers including advertising, meetings, diary notes, documents, and the personnel involved.
- (b) For the avoidance of doubt, this obligation survives any termination of this Agreement.
- (c) During the term of this Agreement, and for seven years thereafter, the Introducer must allow Zagga at any time upon reasonable notice, to conduct an audit (including through on-site inspections or the appointment of an external party) of it or its Intermediaries, relating to the introduction of Loans, including allowing access to and copying of all relevant documents.

## 7. Release of Information

- (a) Zagga may disclose information regarding the Introducer or its Representatives, or any Investor or Borrower referred by the Introducer, to industry associations, courts, tribunals or to any other person for any reasonable purpose including without limitation an investigation of Zagga or the Introducer or any of their employees, representatives, directors, officers or agents conduct in relation to an Application or otherwise.
- (b) The Introducer releases Zagga from any claim for defamation or otherwise in relation to such disclosure.
- (c) The Introducer must obtain appropriate consents from each Applicant to enable Zagga to disclose the Applicant's information in connection with any such disclosure.

## 8. Fees

- (a) Zagga will pay the Introducer the fees in accordance with Schedule A attached hereto, subject to clause 8(b) (the **Fees**).
- (b) Zagga will only pay the Fees in respect of Loans that have been fully drawn down on settlement.

## 9. GST

- (a) Unless otherwise specified, all amounts payable by Zagga to the Introducer include GST.
- (b) Zagga and the Introducer agree that:
  - (i) Zagga will issue tax invoices (“**Recipient Created Tax Invoices**”) in respect of supplies made by the Introducer to Zagga under this Agreement;
  - (ii) The Introducer will not issue tax invoices in respect of those supplies;
  - (iii) The Introducer acknowledges that it is registered for GST and that it will notify Zagga if it ceases to be registered;
  - (iv) Zagga acknowledges that it is registered for GST and that it will notify the Introducer if it ceases to be registered for GST or if it ceases to satisfy any of the requirements necessary for it to be entitled to issue Recipient Created Tax Invoices in respect of supplies made by the Introducer under this Agreement; and
  - (v) Zagga must not issue a document that would otherwise be a Recipient Created Tax Invoice on or after the date when the Introducer has failed to comply with any applicable requirements of the Commissioner of Taxation in respect of Recipient Created Tax Invoices.
- (c) Zagga agrees that it will provide a Recipient Created Tax Invoice at the same time as payments are made to the Introducer under clause 8.

## 10. Termination

- (a) Either party may terminate this Agreement by giving 30 days written notice to the other at any time.
- (b) This Agreement ends automatically and immediately if:
  - (i) either party is or becomes subject to an Insolvency Event; or
  - (ii) either party is prohibited in any way from providing finance broking services under the applicable law; or
  - (iii) if either party breaches a material term of this Agreement and the other party has served a breach notice and the recipient of the breach notice fails to remedy the breach within 10 Business Days.
- (c) if this Agreement is terminated for any reason, in addition to and without prejudice to any other rights, powers or remedies provided by law:
  - (i) each party is released from its obligations to perform the Agreement further; and
  - (ii) each party retains the rights it had against the other party in respect of any past breach.

- (d) Upon termination of this Agreement for any reason, both parties must:
  - (i) cease to market the other party or its products or services or hold itself out in anyway as associated with the other party;
  - (ii) cease to use any materials displaying any trademark, branding or corporate identification associated with the other party;
  - (iii) cease to use any information concerning the other party, its business or customers, or any other Confidential Information supplied to it by the other party; and
  - (iv) this clause 10 will survive termination of this Agreement.
- (e) In the event that this Agreement is terminated in accordance with its terms by:
  - (i) the Introducer for any reason, other than for material breach of the Agreement by Zagga which is not capable of remedy under clause 10(b)(iii) or where Zagga becomes subject to an Insolvency Event under clause 10(b)(i), the Introducer will not be entitled to any fees after the date of termination;
  - (ii) Zagga, other than for breach of the Agreement by the Introducer or where the Introducer becomes subject to an Insolvency Event under clause 10(b)(i), Zagga will pay the Introducer Fees, if applicable, up to the date which is 6 months from the date of termination of this Agreement.

## 11. AML/CTF

- (a) Zagga, the Introducer, Borrower and Investor/s who participate or propose to participate in Loans may have initial or ongoing customer due diligence and other obligations under the AML/CTF Act and related regulatory directives or guidelines.
- (b) The Introducer agrees promptly on request by Zagga to provide it with any information and documents that are reasonably required to enable Zagga, the Borrower/s and Investor/s to comply with those obligations.
- (c) The Introducer authorises Zagga to disclose any information or documents Zagga holds about it or its Related Parties or Representatives (including any information or documents the Introducer provides to Zagga under this clause) to any Borrower or Investor for this purpose.

## 12. Intellectual Property and Marketing

The Introducer acknowledges and agrees that Zagga owns all of the intellectual property rights in respect of the Website.



### 13. Indemnity

The Introducer indemnifies Zagga and keeps Zagga indemnified from all loss, damages, costs, expenses or legal fees (**Loss**) incurred directly as a result of the Introducer breaching its obligations under this Agreement except to the extent that such Loss is caused by Zagga or any of its directors, officers, agents, contractors or employees.

### 14. Confidentiality

- (a) The provisions of this Agreement are strictly confidential. The Introducer may not disclose or permit to be disclosed any provision of this Agreement, or any information relating to this Agreement to any person not a party to the Agreement without first obtaining the written consent of Zagga. Consent is required both as to the person with whom disclosure is to be made and the terms of such disclosure. Zagga may insist that the recipient of the Confidential Information executes a confidentiality agreement in a form acceptable to them.
- (b) The parties agree that the Introducer may disclose the contents of this Agreement to the bankers and the professional advisors of the Introducer, or where it is legally compelled to make disclosure of the information.
- (c) If the Introducer becomes legally compelled to make disclosure of any provision of, or any information relating to this Agreement, it shall:
  - (i) immediately notify Zagga in writing, so that Zagga may seek an interim injunction or other remedy;
  - (ii) disclose information only to the extent legally required; and
  - (iii) use its reasonable endeavours to obtain a written undertaking from the person to whom it is disclosed that confidential treatment will be accorded to the disclosed information.
- (d) The Introducer agrees not to use the Confidential Information for any purpose other than that for which it was provided. In the case of any uncertainty the Introducer agrees to obtain prior consent from Zagga.
- (e) When disclosure of Confidential Information to employees or agents is necessary the Introducer will ensure that they are bound by equivalent duties of confidentiality and non-use as those set out in this Agreement.
- (f) The Introducer will take all reasonable care to ensure that all materials in its possession which contain or incorporate Confidential Information be securely kept; and will, on the direction of Zagga, return, destroy or otherwise deal with as directed all material containing or incorporating Confidential Information.
- (g) The Introducer's obligations in respect of the Confidential Information will be in addition to any other obligation under any other agreement which involves the Confidential Information, unless expressly excluded by reference.

- (h) The Introducer's obligations under this clause will continue until the parties agree that the Introducer's obligations will cease.

### 15. General

The parties agree the following:

#### (a) Announcements

All press releases involving the Introducer and Zagga must be prepared and agreed jointly prior to publication. The Introducer shall appoint a spokesperson for the purposes of press releases and any other agreed announcements.

#### (b) Assignment

This Agreement and any rights, duties or obligations under this Agreement shall not be assigned by any party without the prior written consent of the other parties to this Agreement having first been obtained.

#### (c) Counterparts

This Agreement may be executed in two or more counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument.

#### (d) Entire agreement

This Agreement and any documents entered into pursuant to this Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes and extinguishes any previous agreement between the parties relating to the subject matter hereof.

#### (e) Amendments

No amendment to this Agreement will be effective unless it is in writing and signed by the parties.

#### (f) Severability

If for any reason any provision of this Agreement is or becomes invalid, illegal or unenforceable such provision shall be deleted from this Agreement and the remaining provisions shall remain in full force and effect.

#### (g) Waiver

The rights and remedies of a party to this Agreement may be exercised as often as necessary, are cumulative and not exclusive of its rights under the general law and may only be waived specifically in writing. No failure or delay by a party in exercising any right or remedy provided by law or pursuant to this agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of any other right or remedy.

#### (h) Disputes

- (i) The parties undertake to use all reasonable efforts in good faith to resolve any disputes, which arise between them in connection with this Agreement.

- (ii) A party may give the other party a notice of dispute (“dispute notice”) in connection with this Agreement. Following the giving of a dispute notice, the dispute must be referred to the Board of Directors of each party, who will use reasonable efforts to resolve the dispute within 10 Business Days of receiving the dispute notice.
- (iii) If the parties have not been able to resolve the dispute in accordance with this clause, then the parties may agree on a process for resolving the dispute through means other than litigation or arbitration, including by mediation or conciliation.
- (iv) In the event that the dispute, controversy or claim has not been resolved within 30 Business Days (or such other period as agreed between the Parties in writing) after the parties have attempted to resolve the dispute under clause 15(h) (ii), or the appointment of the mediator or conciliator in accordance with clause 15(h) (iii), then either party may, if it wishes, commence legal proceedings.
- (v) Nothing in clauses 15(h)(i) to 15(h)(iii) prevents either party from seeking urgent injunctive relief.

**(i) Costs**

Each party shall bear its own costs and expenses incurred in connection with the preparation and implementation of this Agreement and the doing of any matter, act or thing necessary to give effect to such party’s obligations under this Agreement.

**(j) Governing law**

This Agreement and any dispute arising under or in connection with it shall be governed by and construed in accordance with the laws of New South Wales.

# Schedule A - Fees

Zagga shall pay the following Fees to the Introducer unless otherwise agreed in writing by the parties to this Agreement:

1. In respect of a Borrower introduced to Zagga:
  - (a)  % of the Loan amount where the approved Loan is accorded a CAS of A1 to and including B3, and the loan is fully funded; or
  - (b)  % of the Loan amount for Loans where the approved Loan is accorded aCAS of B4 to and including F5, and the loan is fully funded.
2. In respect of an Investor introduced to Zagga:
  - (a)  % of the amount invested by that Investor in an approved Loan with a CAS of A1 to and including B3; or
  - (b)  % of the amount invested by that Investor in an approved Loan Loan with a CAS of B4 to and including F5.
3. In respect of both the Borrowers AND Investors introduced to Zagga by the same Introducer, the respective percentages referred to in 1 and 2 above, as applicable.

## SIGNED by the parties

**Signed** on behalf of Zagga Market Pty Limited in accordance with section 127(1) of the Corporations Act 2001 (Cth) **by:**

Secretary/Director

Print name

Director

Print name

**Signed** on behalf of Zagga Investments Pty Limited in accordance with section 127(1) of the Corporations Act 2001 (Cth) **by:**

Secretary/Director

Print name

Director

Print name

**Signed** on behalf of  (Introducer) in accordance with section 127(1) of the Corporations Act 2001 (Cth) **by:**

Secretary/Director

Print name

Director

Print name



Pro-forma

# Customer Consent and Authorisation Agreement

THIS AGREEMENT is made on  /  /

BETWEEN

ACN  / ACL/AFSL  of  (Introducer)

AND (complete as appropriate for individual/corporate customer):

Full name

ACN / ABN  Driver's licence no.:

Address

State  Postcode

Email

Contact no.

(Customer)

Please attach copies of identity documents for verification, with signed Customer Consent and Authorisation Agreement.

## 1. Contractual Relationship

The Customer has appointed the Introducer and the Introducer has agreed to act on the Customer's behalf in accordance with the terms of this Agreement and other documentation between the Customer and Introducer relating to the loan or investment with Zagga.

This Agreement will commence on the date this agreement is signed, and will continue until it is terminated or withdrawn in writing by the Customer.

## 2. Customer Acknowledgment and Consent

**Privacy** - In the Introducer referring the Customer to Zagga and/or the Website, the Customer confirms that the Customer has read and agrees to Zagga's privacy policy [zagga.com.au/sites/default/files/Zagga\\_privacy\\_policy.pdf](https://zagga.com.au/sites/default/files/Zagga_privacy_policy.pdf) (including the notification regarding how Zagga may use the Customer's credit information (notifiable matters)) and the website terms and conditions ([zagga.com.au/sites/default/files/website\\_terms](https://zagga.com.au/sites/default/files/website_terms)) and agrees to Zagga's collection, storage, use and disclosure of the Customer's personal and credit information, including to assess the Customer's loan, obtain a credit report, conduct a valuation and identify the Customer.

Further, the Customer acknowledges and agrees that:

- (a) by entering into this Agreement, it gives its consent to the Introducer providing the Customer's personal and credit information (including a description of the purpose for which the Customer may want the loan or investment) to Zagga;
- (b) the Introducer is authorised to enter the Customer's personal and credit information directly into the Website acting on behalf of the Customer;
- (c) the Introducer, acting as agent for the Customer, can sign via the Website, the Borrower Agreement to accept a loan or Investor Agreement to accept an investment (as the case may be), acting on behalf of the Customer; and
- (d) execution by the Introducer of the Borrower Agreement or Investor Agreement via the Website and all information entered into the Website by the Introducer or otherwise provided to Zagga by the Introducer on behalf of the Customer, will be relied upon by Zagga as being true, correct and binding on the Customer.

**Electronic service of documents** - The Customer consents to receiving notices and other documents from Zagga by email to the email address provided, and the Customer acknowledges and agrees that by give this consent:

- Zagga may no longer send the Customer paper copies of notices and other documents;
- the Customer must regularly check the said email address for documents, including the spam folder, as an email will be deemed received once it enters the Customer's computer system; and
- the Customer may withdraw the consent to receiving documents by email at any time by contacting Zagga.

**Verifying your identity online** - The Customer confirms that the Introducer is authorised to provide the Customer's identification details to Zagga, and understands and agrees that the Zagga will submit these to the Australian Government's Document Verification Service (DVS) and/or Dun & Bradstreet / D&B GreenID to compare against online government records and/or information in my credit file to verify the Customer's identify. You may contact us on 1300 192 442 if you need more information or don't want you to rely on DVS or credit reporting information to verify your identity.

## 1. Fees

### (a) Borrower/Loan Fees

Where the Customer is a Borrower, it agrees to pay the Introducer the fee - NOT APPLICABLE

### (b) Investor/Commission Fees

Where the Customer is an Investor, the Introducer will receive from Zagga a portion of the ongoing interest on the Loan into which the Introducer is investing, resulting in a reduction of interest by the Introducer's portion as follows: NOT APPLICABLE

### (c) Fees payable by Zagga to the Introducer

The Customer acknowledges that the Introducer may receive a fee from Zagga for introducing the Customer to it, as follows: NOT APPLICABLE

## 2. Definitions

**"Website"** means www.zagga.com.au.

**"Zagga"** means Zagga Investments Pty Limited (ACN 615 154 786, AFSL 492354) and Zagga Market Pty Limited (ACN 611 662 401, AFSL 490904) and their associated entities.

**EXECUTED** as an agreement

Executed by the **INTRODUCER**  
in accordance with s127 of the Corporations Act 2001 (Cth)

Print name of Director

Signature of Director

Print name of Director/Secretary

Signature of Director/Secretary

Executed by the **CUSTOMER**

Customer name

Signature of Customer

In the presence of

Signature of witness

Name of witness