



GENERAL CONDITIONS - STRATEGIC REFERRAL PARTNERS

These general conditions set out the terms of a contract between Fund2Market Pty Ltd ACN 600 811 345 of Level 3, 468 St. Kilda Road Melbourne 3001 (**Banjo**) and each person who has registered as a partner (**Partner**) on Banjo's website (banjoloans.com) (**Website**). These terms apply in addition to, and do not operate to the exclusion of, the general Terms of Use applicable to the Website. By accessing or using any partner portal on the Website, you agree to be bound by these terms. The Partner agrees to ensure that each person acting on its behalf (including any person that accesses and uses any partner portal on the Website) complies with the terms of this agreement and that any breach of this agreement by any such person will be deemed to be a breach by the Partner under this agreement.

These general conditions are subject to any special conditions made available to the Partner on the Partner's Dashboard or as otherwise agreed by written agreement of the parties.

Partner acknowledges that the process of preparing and formally executing any future variations to this Agreement places an unnecessary administrative burden on both parties (in particular Banjo who is managing a partner referral program with many partners). Unless expressly agreed otherwise in this Agreement, the parties agree that Banjo may amend these terms by written notice to Partner. Banjo may provide that notice by email to Partner's nominated email address or by posting the notice on the Partner's Dashboard. Any such amendment will only apply to referrals made after notice of the amendment is provided to the Partner.

1 DEFINITIONS AND INTERPRETATION

1.1 Defined terms

In this Agreement:

Approved Products means Banjo's products designated as Approved Products on the Partner's Dashboard. Banjo may amend the list of approved products by written notice to Partner at any time in its absolute discretion.

Borrower means any borrower or prospective borrower under a product offered by Banjo.

Commission means any commission specified on the Partner's Dashboard or as otherwise agreed by the Partner and Banjo in writing.

Confidential Information means:

- the following information, regardless of its form and whether the Partner or its Personnel become aware of it before or after the date of this Agreement all information and know-how relating to the Services, and Banjo's Intellectual Property and business information including information relating to sales, finance, promotions or marketing strategies and all other information treated by Banjo as confidential;
- all notes and other records prepared by the Partner or its Personnel based on or incorporating information referred to in paragraph (a); and
- all copies of the information, notes and other records referred to in paragraphs (a) or (b),

except information that the Partner or its Personnel creates (whether alone or jointly) independently of Banjo.

GST means Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Intellectual Property Rights means all intellectual property rights subsisting in all items provided to Partner by Banjo, or that are created or generated by the Partner or by its Personnel in the course of, or as a result of, performing the Services, including but not limited to rights in respect of patents, copyright (including copyright in all Works), rights in circuit layouts, registered designs, trade marks (whether registered or unregistered) and the right to have confidential information kept confidential and any application or right for registration of, or in relation to the enforcement of, those rights.

Partner's Dashboard means the Banjo Partner Dashboard made available to the Partner on Banjo's website (banjoloans.com).

Personnel means the directors, officers, employees, agents and contractors of a party.

Policies means the policies notified by Banjo in writing.

Related Party means, in respect of an entity, the entity's Personnel, any Related Body Corporate or Related Entity (each as defined in the Corporations Act) and any person or entity that is a related party of any of the parties to those already determined by this definition.

Services means the marketing of Approved Products to prospective borrowers and the referral of those borrowers to Banjo.

Term means an initial period of 1 month from the date the Partner establishes a partner account using Banjo's website (banjoloans.com). The term will be automatically extended by 1 month from the end of the then current term unless either party provides the other party written notice that the term is not to be extended at least 14 days prior to the end of the then current term.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- headings are for convenience only, and do not affect interpretation;
- any reference to:
 - legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, replaced or novated;
 - a party includes a permitted substitute or a permitted assign of that party;
 - a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and

- anything (including a right, obligation or concept) includes each part of it; and
 - "includes" means includes without limitation, and any examples used do not limit the scope of operation of the underlying provisions;
- no rule of construction will apply to the disadvantage of a party merely because that party put forward that clause or would otherwise benefit from it;
 - if any party to an Agreement is made up of more than one person, or a term is used in an Agreement to refer to more than one party, an obligation of those persons is joint and several, a right of those persons is held by each of them severally and any other reference to that party or that term is a reference to each of those persons separately; and
 - clauses 1 to 13 of this Agreement prevail to the extent of any inconsistency between those clauses and any schedules or referenced documents except to the extent expressly stated in this Agreement or the Special Conditions.

1.3 Relationship between the parties

The relationship between the parties is that of principal and independent contractor. No party is a partner, agent or employee of another party. Except as expressly agreed in writing, neither party may represent itself as an agent, employee, contractor or partner of the other, and must ensure that its agents, employees, contractors and partners do not represent themselves as an agent, employee, contractor or partner of the other party. Each party will ensure that its Related Parties comply with the terms of this Agreement as if they were parties to it but only to the extent relevant to them. When a promise is given in respect of Banjo and its Related Parties, Banjo holds the benefit of that promise for itself and as trustee for its Related Parties.

2 APPOINTMENT AND TERM

Banjo appoints the Partner, and the Partner accepts its appointment as, a Strategic Referral Partner for the Term, or until this Agreement is otherwise terminated in accordance with this Agreement. Partner acknowledges and agrees that:

- this appointment is not exclusive and that Banjo does not guarantee any particular volume;
- it has no authority to make representations, provide warranties, make commitments or otherwise contract on behalf of Banjo;
- Banjo will independently assess the credit worthiness of a Borrower and can approve or decline loans in its absolute discretion; and
- any loan or other agreement will be directly between Banjo and the Borrower and the Partner agrees not to interfere in that contractual relationship.

3 PARTNER'S OBLIGATIONS

The Partner must:

- use its best endeavours to identify and refer Borrowers that meet Banjo's criteria as notified by Banjo;
- act in a professional and appropriate manner and not do anything to damage the reputation of Banjo;
- comply with all laws, regulations, standards and applicable codes of conduct;
- comply with the Policies;
- without limiting any other obligation in this clause 3, when dealing with Borrowers:
 - clearly state the Partner's capacity under this Agreement and that it has no authority to make representations or commitments on behalf of Banjo (if applicable, using the script or in the form required by Banjo);
 - accurately describe the Approved Products and not discuss any of Banjo's products or services that are not Approved Products; and
 - only provide the Borrower with current documentation regarding Approved Product that has either been provided by Banjo or that is approved by Banjo in writing;
- ensure that the Services are performed:
 - in accordance with this Agreement;
 - in a proper, timely and efficient manner;
 - with due skill, diligence, prudence, foresight and care that would reasonably be expected from a prudent, expert and experienced provider of services which are similar to the Services; and
 - to the best of the Partner's knowledge and expertise;
- not use any branding of Banjo or otherwise engage in any marketing activities except as set out in this Agreement or the Policies;
- carry out its obligations and duties, and complete the performance of the Services, to the reasonable satisfaction of Banjo and in accordance with the requirements and reasonable directions of Banjo;
- keep Banjo informed of all matters of which Banjo ought reasonably be made aware or which affects in any manner the way in which Banjo manages its affairs; and
- take out, and maintain at its own cost, the Insurances and must provide to Banjo any documentation and information as required by Banjo in relation to details of the Insurances, including but not limited to copies of the policies, certificates of currency and any other evidence of renewal of the policies.

4 BANJO'S OBLIGATIONS

Banjo will:

- pay the Partner Commissions; and

- (b) list the Partner as a Strategic Referral Partner on its website and in Banjo's absolute discretion its other marketing materials.

5 INVOICES AND PAYMENT

- (a) The Partner must provide to Banjo tax invoices (Invoices) monthly in arrears, calculated from the date on which the Partner commences providing the Services. The Invoices must be in a form approved by Banjo.
- (b) Banjo must pay the Partner the Fee for the Services, in the manner set out in the details page and within the number of days set out in the details page of Banjo's receipt of an Invoice. The Fee is inclusive of all costs and fees incurred by the Partner in providing the Services, unless otherwise stated in this Agreement and is GST inclusive.

6 TERMINATION OF THE AGREEMENT

- (a) Banjo may terminate this Agreement (or suspend the Partner's ability to make further referrals) at any time and for any reason (including without limitation due to the Partner failing to provide a reasonable number of referrals or providing poor quality referrals) by giving the Partner notice in writing.
- (b) Banjo may terminate this Agreement at any time with immediate effect upon written notice to the Partner if:
 - (i) the Partner breaches any material provision of this Agreement;
 - (ii) the Partner or its Personnel, in the reasonable opinion of Banjo, is guilty of fraud, dishonesty or any other serious misconduct;
 - (iii) the Partner ceases to be able to pay its debts as they become due or is otherwise subject to an insolvency event which is reasonably likely to have a material adverse effect on the Partner's ability to meet its obligations; or
 - (iv) the Partner's, or its Personnel's, conduct may, in the reasonable opinion of Banjo, bring Banjo into disrepute.
- (c) Partner may terminate this Agreement by giving Banjo written notice if:
 - (i) Banjo ceases to be able to pay its debts as they become due or is otherwise subject to an insolvency event which is reasonably likely to have a material adverse effect on Banjo's ability to meet its obligations; or
 - (ii) Banjo does not pay an amount in excess of \$2,500 that is not subject to a bona fide dispute within 5 business days after notice from the Partner that it has not paid the amount when due.
- (d) On termination of this Agreement Banjo must pay the Partner any amount due to the Partner under this Agreement and the Partner must return to Banjo all resources and property of Banjo, remove any references to Banjo in any of its websites or marketing materials and, unless otherwise agreed by Banjo, destroy all printed marketing materials containing references to Banjo.

7 WARRANTIES BY PARTNER

The Partner warrants that:

- (a) it is a company duly registered and validly existing under the laws of the country of its registration;
- (b) it is able to pay its debts as and when they become due; and
- (c) it and all its Personnel have the skills, experience and qualifications (including any licences required by law) to perform the Services.

8 INDEMNITIES

The Partner indemnifies Banjo against all expenses, losses, damages, penalties, interest and costs (on a solicitor and own client basis and whether incurred by or awarded against Banjo) that Banjo may sustain or incur as a result, whether directly or indirectly, of any:

- (a) breach of this Agreement by the Partner; and
- (b) breach by the Partner of any representation or warranty contained in or in connection with this Agreement, whether express or implied.

9 INTELLECTUAL PROPERTY

Nothing in this agreement has the effect of assigning any interest in Banjo's Intellectual Property to Partner. The Partner will, and will procure that its Personnel will, assign to Banjo all existing and future Intellectual Property Rights throughout the world in all materials or things created or generated by the Partner or its Personnel in the course of, or as a result of, providing the Services.

10 CONFIDENTIAL INFORMATION

- (a) The Partner will, and will procure that its Personnel will:
 - (i) use Confidential Information solely for the purpose of performing the Services; and
 - (ii) disclose Confidential Information only to persons who are aware and agree that the Confidential Information must be kept confidential or have signed any confidentiality agreement required by Banjo from time to time and either have a need to know (and only to the extent that each has a need to know) or have been approved by the person or persons nominated by Banjo from time to time.
- (b) The Partner must, and must ensure that its Personnel will, keep confidential all Confidential Information other than Confidential Information:
 - (i) that they are required to disclose in the course of performing the Services;
 - (ii) that was public knowledge when this Agreement was signed or became so at a later date (other than as a result of a breach of confidentiality by the Partner or its Personnel); or
 - (iii) that they are required by law to disclose.
- (c) The Partner must, and must ensure that its Personnel will:
 - (i) immediately notify Banjo of any suspected or actual unauthorised use, copying or disclosure of Confidential Information; and
 - (ii) provide assistance reasonably requested by Banjo in relation to any proceedings Banjo may take against any person for unauthorised use, copying or disclosure of Confidential Information.

11 RECORDS AND AUDIT

Partner must keep records, and must ensure that its Related Parties keep records, necessary to demonstrate compliance with this Agreement. Banjo and its Related Parties may have access to, and take copies of, the records of Partner and any of its Related Parties to verify the accuracy of any invoice issued under this Agreement and to audit Partner's compliance with the requirements of this Agreement. Banjo must act reasonably in exercising its rights under this clause and not conduct an audit more than once a year unless it has a reasonable basis for suspecting a breach. Partner must provide all reasonable assistance to Banjo and its Related Parties in exercising their rights under this clause. The rights and obligations under this clause will continue for 7 years after the expiry or the termination of this Agreement to expire or be terminated.

12 NOTICES

Partner must provide all notices to Banjo under this Agreement by email to partners@banjoloans.com. Banjo may provide notices to Partner by email (to the email address specified by the Partner via the Website) or by posting the notice on the Partner's Dashboard and such notice will be deemed to have been respectively given on the day it is emailed (unless Banjo receives a notification to the contrary within 48 hours) or when the Partner next logs into the partner portal on the Website.

13 GENERAL

- (a) The Partner must not assign or otherwise transfer, or attempt to assign or otherwise transfer, any right or obligation arising out of this Agreement, without the written consent of Banjo. Banjo may assign part or all of its rights or obligations arising out of this Agreement with immediate effect by giving written notice to the Partner.
- (b) Part or all of any clause of this Agreement that is illegal or unenforceable will be severed from this Agreement and the remaining provisions of this Agreement continue in force.
- (c) This Agreement is governed by the laws of the State of Victoria. Each party submits to the exclusive jurisdiction of the courts in the State of Victoria and waives any right to claim that jurisdiction is an inappropriate forum.
- (d) This Agreement:
 - (i) constitutes the entire agreement between the parties as to its subject matter;
 - (ii) supersedes all prior understandings or agreements between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party in connection with that subject matter;
 - (iii) may only be altered or varied in writing signed by the parties or as otherwise expressly provided in this Agreement; and
 - (iv) may be executed in counterparts.