

INTRODUCER AGREEMENT

This AGREEMENT is made this _____ day of _____ 2019

BETWEEN THE PARTIES:

Agora Capital Corporation Pty Ltd - A.C.N. 166 276 017 – (“Agora”)
of 1003a Botany Road, MASCOT, NSW, 2020

AND

Company Name. _____ - A.C.N. _____

Address. _____
- (the “Introducer”)

BACKGROUND:

- A. Agora carries on the business of providing and facilitating unregulated commercial finance facilities and has existing relationships with ‘Banks’, ‘Funds Managers’, ‘Industry Professionals’ and ‘Private Lenders’.
- B. The Introducer has clients seeking unregulated commercial finance facilities.
- C. Agora has agreed to share Service Fees with Introducers subject to the terms and conditions outlined in this Agreement.

OPERATIVE PROVISIONS:

1. DEFINITIONS:

In this Agreement the following terms have the following meaning;

- Agora:** means Agora Capital Corporation Pty Ltd - A.C.N. 166 276 017 and/or its nominee.
- Introducer:** as per parties noted above as “Introducer”
- Referrer:** as per parties noted above as “Introducer”
- Client(s):** means those parties, whether corporate, trusts or individuals, seeking finance who are introduced to the Supplier by the Introducer.
- Service Agreement:** means the form of Service Agreement “SA” outlining the Agora’s standard terms of engagement, as amended from time to time.
- Letter of Offer:** means the form of Letter of Offer “LOO” outlining the Agora’s standard Lending terms, as amended from time to time.
- Application Fee:** means the fee required to be paid by the Introducer’s Client(s) to Agora, on the submission of any loan application, as amended from time to time.
- Service Fee:** means the fee paid by the Introducer’s Client(s) to Agora for the delivery of agreed services.
- Products & Services:** means any finance or consultancy services being offered to the Introducer’s Client(s), by Agora, as amended from time to time

Confidential Information:

means all trade secrets, ideas, know-how, concepts, technologies and information whether provided in writing or otherwise relating in any way to the activities contemplated under this Agreement, and all other information relating to the Supplier and its affairs or businesses, sales, marketing or promotional information, which is not in the public domain and includes any such information or any further information in Agora's power, possession or control concerning or belonging to any other person.

Specified Purpose means the purpose of the Introducer engaging Agora in accordance with the provisions under this Agreement.

2. APPOINTMENT:

Agora hereby appoints the Introducer to use and to market Agora's Products and Services to its Clients in the manner as is agreed between the parties from time to time.

3. SCOPE OF APPOINTMENT:

- a. The Introducer agrees to comply with the Agora's operational policies and provide Agora with all requested Client information necessary to determine the creditworthiness of any Client finance application or proposal.
- b. The Introducer shall on introduction of a Client advise Agora if the Introducer or the Client has submitted the finance proposal to any other Brokers' or Lenders', at the time of the introduction or at the time it is submitted following an introduction so as to avoid a duplication of applications to the same funding party.

4. ACKNOWLEDGMENTS:

- a. The Introducer acknowledges and agrees that unless otherwise agreed all referred Client finance applications will not come within the requirements of the National Consumer Credit Code.
- b. The Introducer agrees not to make any misleading or false loan offers to Client(s) on behalf of Agora (or the Agora's Lender's), or in any way misrepresent the status of any finance application or consulting services.

5. FEES:

- a. Provided that the Introducer is not in breach of this Agreement, bankrupt or in liquidation, receivership or administration, the Introducer's share of agreed Service Fees will be paid to the Introducer in accordance with the Schedule 1. The Introducer is required by Agora to have an ABN and to be registered for GST.
- b. Payment will be made by Direct Payment into the Introducer's specified account on in accordance with *clause 5 a*, (as noted above). The Introducer will provide to Agora its Tax Invoice when any loan application is settled at which time Agora agrees to transfer any due payment to the Introducer by EFT within seven (7) days.
- c. Agora and the Introducer may by notice in writing vary the any fee payments described in the *Schedule 1* from time to time.

6. AGORA'S TERMS OF TRADE AND MISCELLANEOUS FEES:

- a. The Introducer agrees that its clients must submit to the terms of Agora's SA as part of Agora's terms of trade. In addition, the Introducer must ensure that the SA is properly completed and signed by the Client(s) and or its duly authorised nominee and the original returned to Agora's nominated Post Office Box.
- b. Where required, or as directed by Agora's FSA, the Introducer must ensure that Agora's requested fees are paid in advance by the Introducer's referred Client(s), either by cheque or by was if EFT into Agora's nominated bank account.

7. CONFIDENTIALITY AND NON-CIRCUMVENTION:

- a. Agora and the Introducer agree to maintain, both during and after the termination of this Agreement absolute confidentiality concerning;
 - i. the terms of this Agreement,
 - ii. the details of any Client finance application submitted,
 - iii. any Agora related information which Agora may have imparted to the Introducer during any finance application or business liaison.
- b. The Introducer acknowledges that it may be given access to certain Confidential Information, including but not limited to certain commercial agreements or property developments, land acquisition opportunities, access to specific loan and mortgage products, commercial agreements, property development and / or land acquisition opportunities, client lists and information in relation to the activities and operations of certain Private Lenders and Investors, Managed Funds and/or Financial Institutions, which may be drawn upon for certain business transactions from time to time, for the benefit of the Introducer and Agora.
- c. In consideration of clause 7 a) (above), and the mutual promises contained under this Agreement, the Introducer, its associates, and employees, agree that they will keep and ensure to keep confidential all Confidential Information of Agora unless or Agora agrees that the Confidential Information is available in the public domain, and other than by any breach of this Agreement.
- d. The Introducer, for a period of at least thirty-six (36) months, will ensure that its associates do not:
 - I. disclose any of the Confidential Information of the Disclosing Party to any other person without the prior written consent of the Disclosing Party; or
 - II. use all or any of the Confidential Information of the Disclosing Party otherwise than for the Specified Purpose.
 - III. Approach directly any Lender(s) or Financier(s) introduced by the Supplier to provide finance for the Introducer's clients.

8. GENERAL PROVISIONS OF THIS AGREEMENT:

- a. The Introducer hereby acknowledges and agrees that the Introducer has no right to assign this Agreement without the written consent of Agora which consent may at the sole and absolute discretion be withheld by Agora and further agrees that this Agreement will remain in place for an initial term of thirty-six months (36) months from the time of execution.
- b. Either party may terminate this Agreement by giving to the other one (1) months' notice in writing to that effect, but the provisions for Non-Convention and Confidentiality, as previously agreed to by the parties, shall remain in force for the balance of the term of the Agreement.
- c. The Introducer indemnifies and will hold Agora harmless any claims made against Agora in the event the Introducer breaches any provisions of this Agreement
- d. This Agreement is not exclusive in respect of the Introducer and Agora and Agora is free to appoint additional Introducers and the Introducer may subject to the written consent of Agora appoint Sub-Introducers.
- e. In consideration of clauses 7 a), b) c) and d), (above), the Introducer acknowledges and accepts that if Agora suffers financial loss and/or damages if the Confidential Information of Agora was disclosed to any other person or used for any purpose other than the Specified Purpose, that monetary damages may be an insufficient remedy. The Introducer also acknowledges and accepts that in addition to any other remedy which may be available in law or equity, Agora may be entitled to injunctive relief to prevent a breach of this Agreement and to compel specific performance of this Agreement. In this event the Introducer agrees to immediately reimburse Agora for all costs and expenses (including legal costs and disbursements on a full indemnity basis) incurred in enforcing the rights of Agora and the obligations of the Introducer under this Agreement.
- f. In consideration of clause 7 d), (above), the Introducer acknowledges and accepts that if it does approach any Lender or Financier introduced to it by Agora that in lieu of any mutually agreed monetary remedy or injunctive relief in favour of Agora, that the Introducer agrees to pay to Agora fifty per cent (50%) of any loan application and brokerage fees paid to it by its client(s). In this instance the Introducer must notify Agora and Agora will provide to it a Tax Invoice for any such amounts.

- g. In the event that the Introducer appoints any Sub-Introducer, the Introducer must make any financial arrangement with the Sub-Introducer on its own accord and Agora will not be responsible for any pre-agreed payments to the Sub-Introducer.
- h. Nothing in this Agreement constitutes a binding partnership between the parties and neither party should hold itself out as having any authority for the other party.
- i. All intellectual property and confidential information remain the property of Agora.
- j. This Agreement is governed in accordance with the laws of New South Wales.
- k. Privacy Policy. The Introducer hereby acknowledges and agrees at all times to comply with the Agora privacy policy as is displayed on the Agora website at www.agoracapital.com.au and indemnifies Agora for any loss or damage that may arise as a direct or indirect breach thereof.

EXECUTION:

Executed by (The Supplier):

Agora Capital Corporation Pty Ltd - A.C.N. 166 276 017 of 1003a Botany Road, MASCOT, NSW, 2020
on behalf of its Directors

Director: Christiaan Jarvis

Executed by (The Introducer):

_____ - A.C.N. _____

Address: _____

on behalf of its Directors

Director Signature:

Director Name:

Date:

In the presence of:

Witness Signature:

Witness Name:

SCHEDULE 1

Application Fee

As Agreed

Option 1 – Direct Referral - Up to 25% of the Agora Service Fee

This fee share arrangement is applicable where the Introducer simply refers the Client to Agora, and thereafter, Agora consults directly with the Client.

Option 2 – Joint Application Up to 50% of the Agora Service Fee

This fee share arrangement is applicable where the Introducer acts in partnership with Agora and continuously liaises, manages, attends, and assists the Client to complete an Agora sponsored finance assessment for the purposes of procuring an Indicative Offer of Finance.

Notes:

1. The option applicable and/or the proposed amount payable, will be agreed prior to any formal documents being issued to each Client(s)
2. The Fee Share percentages as noted above, are payable exclusive of GST.
3. The Fee Share percentage for any Service Fee payable to Agora is payable to the Introducer on receipt of payment by Agora from the Client or Lender. In the event that funds are only part drawn down the overall fees payable will be reduced on a pro rat basis.
4. Agora reserves the right to vary, or amend from time to time, the overall commission and / or fee share percentages as outlined herein, (i.e. as above) and any such variation will remain subject to the scope and quantum of works completed by the Introducer, the negotiations undertaken and the level of complexity of processes required, in order to successfully complete the proposed Client financing arrangement.

Referral Agreement - Direct Introducer

Company Name. _____ **- A.C.N.** _____

("Referrer") wishes to refer potential borrowers to

Agora Capital Corporation Pty Ltd - A.C.N. 166 276 017 of 1003a Botany Road, MASCOT, NSW, 2020 in accordance with the terms set out in this agreement.

The Referrer:

- Will inform the borrower that Agora Capital Corporation Pty Ltd is able to provide credit assistance to the borrower;
- Shall obtain the borrower's consent to pass their name, contact details and a short description of the loan or lease to Agora Capital Corporation Pty Ltd, and will make the referral within 5 business days;
- Acknowledges that Agora Capital Corporation Pty Ltd will contact the borrower as soon as practicable and no greater than 10 days as required by ASIC;
- Is engaged as a Referrer, and the referral is incidental to the business that it carries on;
- Will not charge a fee to the borrower for the referral;
- Must disclose any commissions or other benefits received for the referral;
- Will not specify any particular loan product and not provide any recommendations to lenders, Accountants and financial advisers may provide a consumer with budgeting and debt management advice, debt consolidation, and advice on around structuring requirements. This is often provided in the context of providing personal financial advice; and
- Is not banned from engaging in credit activities under any State, Territory or Commonwealth law.

Details if required:

Director Signature:

Director Name:

Date:

In the presence of:

Witness Signature:

Witness Name: