

MYSHARE ORIGINATOR AGREEMENT

RECITALS

- A. Myshare Financial Services Pty Ltd (Myshare) is an ethical organization focused on generating funds for Australia's most reputable charities, community associations and organizations (Community Partners).
- B. Myshare has established a unique link between its Community Partners and the providers of residential mortgage finance services (the Services) to make a world of difference to those in need (the Program).
- C. Myshare wishes to appoint residential mortgage originators to the Program to promote the Services to prospective home loan customers.
- D. The Originator has represented to Myshare that it has the necessary business operations, marketing capabilities, integrity and dedication to actively promote the Program and Services in the Territory.
- E. The Originator will conduct its business and perform this Agreement in a manner that reflects favorably on the quality image of Myshare, and in accordance with the provisions of this Agreement.

1. Definitions

1.1 In this Agreement:

"Commission" means the commission paid and payable by the Panel Lenders to Professional Lenders Association Network of Australia Pty Ltd (PLAN Australia);

"Commission Schedule" means the commission table issued by Myshare to the Originator which may be amended from time to time;

"Myshare Home Loan File" means the Myshare Home Loan Application file with the completed and signed Home Loan Application form for all Applicant/s and/or Borrower/s and/or Guarantor/s, including the FTRA Proof of Identity, Privacy Act Consents and Acknowledgements, Loan Purpose Checklist, Declaration of Purpose, Consumer Credit Code Nomination to Receive Notices, MasterCard/Cheque Book Application Form and supporting documentation.

"PLAN Member Agreement" means the PLAN Australia Originator-Membership Agreement entered into between PLAN Australia and the Originator and/or the Originator's Principal PLAN Member;

"Panel Lender" means any bank, building society or financial institution that Myshare deals with now and in the future;

"Rules and Regulations" means all rules and regulations issued by Myshare from time to time.

"Territory" means the postcode and surrounding postcodes specified in the Originator Details attached to this Agreement.

2. Obligations of Myshare

- 2.1 Myshare agrees to provide to the Originator:
 - (a) group training sessions for instruction in the operation of the Services and the Program; and
 - (b) regular loan pricing and product feature updates.
- 2.2 Subject to the Originator satisfying Myshare that it is using its best endeavors to submit at least one loan application for housing finance per month to the Program, Myshare agrees to provide the Originator with the Myshare Originator Business Development Services, including:
 - (a) as they become available from Myshare marketing and promotional activities with Community partners and otherwise, home loan leads in the Territory;
 - (b) collateral materials; and
 - (c) relationship management support and consulting advice regarding:
 - (i) sales of any loan product;
 - (ii) marketing strategies and business development strategies; and
 - (iii) cause related marketing, ethical services and good corporate citizenship programs.

- 2.3 This agreement is not exclusive and as such shall not entitle the Originator to any exclusivity or priority.

3. Obligations of the Originator

- 3.1 The Originator agrees to comply with all relevant laws and rules of professional conduct applicable to it, including the Financial Services Reform Act 2001, the Financial Transaction Report Act 1998, the Privacy Act 1998, the Trade Practices Act 1974 and the Consumer Credit Code 1996.
- 3.2 The Originator must use its best endeavors to ensure that neither it, any member of its staff nor any agents or contractors does anything which could give rise to a claim against Myshare for loss or damage from any person who could become a borrower through the Program, including by:
- (a) making misleading, deceptive or untrue statements; or
 - (b) acting unconscionably or unfairly.
- 3.3 The Originator must not imply or represent to any potential borrower that it can approve a housing finance application or influence the decision of any Panel Lender.
- 3.4.1 The Originator must retain and hold all Myshare Home Loan File for a period of 7 years from the date of the Home Loan Application.
- 3.4.2 If requested to do so, the Originator will forward to Myshare the complete Myshare Home Loan Application Files nominated by Myshare within 24 hours of receiving a request from Myshare.
- (a) The Originator will forward the Myshare Home Loan Files to Myshare by Australia Post "next day delivery". The Originator continues to be responsible for all Myshare Home Loan Files forwarded to Myshare until received by Myshare.
 - (c) Myshare will only make such a request in order to comply with audit requirements of the Credit Provider/s of the Program.

4. Commission

- 4.1 Myshare agrees to ensure all Commissions in the Commission Schedule are paid and accounted to the Originator in accordance with the terms and conditions of the PLAN Member Agreement and/or the Originator's agreement with their Principal PLAN Member.
- 4.2 In the event the Originator "ceases to operate as a loan originator", or if this Agreement is terminated by either party, Myshare will continue to arrange for the Commission to be paid in accordance with the PLAN Member Agreement and/or the Originator's agreement with their Principal PLAN Member.
- 4.3 The Originator acknowledges that the Commission payable to them is based on the volume of housing finance applications submitted by the PLAN Australia network and the book value of the housing finance portfolio held by the PLAN Australia network with each respective Panel Lender and that as the volume and book value vary, the rate of commission payable by the Panel Lender will vary.

5. Good Faith and Confidentiality

- 5.1 The Originator and Myshare agree:
- (a) to show the utmost good faith and attention to the business and use their best endeavors to promote, develop and extend the mutual business interests of both parties;
 - (b) to keep confidential all information, documents, dealings, transactions, client list, data, processes, apparatus, specifications, drawings, reports, operations, inventions, patents, technology, accounts or other documents and things, of whatever type of nature relating to the mutual business interests of both parties which is obtained by both parties or may be available to both parties or which both parties become aware of as a result of or during the term of this Agreement.
- 5.2 Myshare acknowledges that the Originator's customer database is a valuable asset of the Originator.

6. Warranty

- 6.1 The Originator warrants it has not withheld any information from Myshare that would lead Myshare to conclude:
- (a) the Originator is not solvent; or
 - (b) the business conduct of the Originator and members of its staff, is anything but good; or

- (c) the Originator may be unable to meet liabilities as and when they fall due.
- 6.2 The Originator agrees to immediately tell Myshare if anything happens which changes these warranties.
- 7. Access to Records and Equipment**
- 7.1 The Originator must within seven (7) days of receipt of written notice from Myshare allow Myshare and its authorised representatives to inspect all documents and records (including documents and records stored in any computer) in relation to the Originator's participation, operation and business in the Program under this Agreement.
- 8. Term**
- 8.1 This Agreement may be terminated by the Originator, at their sole and absolute discretion at any time by giving one month's notice in writing to Myshare.
- 8.2 Myshare may terminate this Agreement on the date that written notice is sent by prepaid post by Myshare to the address of the Originator last known by Myshare.
- 8.3 In the event this Agreement is terminated, the Originator will be required to cease using the Program and return to Myshare all documents, software, reports, technology, data, specifications, or other documents, software and things of whatever type or nature relating to the business of the Program.
- 9. No Employee/Employee Relationship**
- 9.1 This Agreement will not constitute the creation of an employer and employee or master and servant relationship.
- 9.2 The Originator acknowledges that Myshare will not be responsible for any act, default or omission of the Originator or any of its agents or servants. The Originator indemnifies and will keep indemnified Myshare against all liabilities arising from any act, omission or default of the Originator or any of its servants or employees.
- 9.3 The Originator must provide evidence to Myshare that it has professional indemnity insurance for its operations acceptable to Myshare as to amount and terms.
- 10. Notice**
- 10.1 Any demand, notice or document under this Agreement may be made or given by a party or the solicitor for that party and will be sufficiently served or delivered:
- (a) if served or delivered personally;
 - (b) if posted by pre-paid post addressed to the party to be served at that party's address for service set out in this Agreement or to that party's solicitor; or
 - (c) if served or delivered in any other manner authorised by the Supreme Court Rules for service of documents on parties or their solicitors.
- 10.2 Service or delivery by post of any demand, notice or document will be deemed to have been made or given at 12.00 noon on the business day following posting.
- 11. General Conditions**
- 11.1 Non-Merger of Provisions: A provision of this Agreement which can and is intended to operate after its conclusion will remain in full force and effect.
- 11.2 Waiver: A waiver by one party of another party's default under this Agreement will not constitute a release of the defaulting party's obligation to observe and perform all of its obligations under this Agreement in the future.
- 11.3 Entire Agreement: This Agreement embodies the entire agreement and understanding between the parties concerning its subject matter and succeeds and cancels all other agreements, understandings and representations concerning the subject matter of this Agreement.
- 11.4 No Amendments Without Agreement: This Agreement may not be modified, discharged or abandoned

unless by a document signed by the parties.

- 11.5 Counterparts: This Agreement may be executed in two or more counterparts each of which will be deemed an original but all of which will constitute one and the same document.
- 11.6 Jurisdiction: This Agreement is to be governed by and construed in accordance with all applicable Victorian laws and the parties must submit to the non-exclusive jurisdiction of the Victorian Courts.

12. Interpretation

- 12.1 In this Agreement unless specified to the contrary:
- (a) time is of the essence;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing any gender include all other genders;
 - (d) a reference to a natural person includes a company or other corporate body and vice versa;
 - (e) a reference to any legislation, regulation, code or local law includes any modification, re-enactment or substitution of it;
 - (f) the obligations on the part of a party who is a natural person includes his heirs, executors, administrators and assigns; and
 - (g) the obligations on the part of a party which is a company or other corporate body includes its successors and assigns.
- 12.2 This Agreement is to be interpreted so that it complies with all applicable laws in the jurisdiction in which the finance is originated and if any provision does not comply then it must be read down so as to give it as much effect as possible. However, if it is not possible to give that provision any effect at all, then it is to be severed from this Agreement in which case the remainder of this Agreement will continue to have full force and effect.
- 12.3 Any obligation imposed by this Agreement on two or more persons binds them jointly and each of them severally.

PLAN Australia Privacy Statement

From 21 December, 2001, PLAN Australia came within the private sector provisions of the Privacy Act 1988. In accordance with Principle 5 of the Privacy Act, this statement sets out in general terms how PLAN Australia handles personal information.

PLAN Australia respects the privacy of your personal information

PLAN Australia is bound by the 10 National Privacy Principles in the Privacy Act and has issued a policy to its members on members' privacy obligations.

Use and disclosure of personal information

PLAN Australia maintains a database of its Members and their Myshare Broker Partners, for the purpose of tracking and making payments of Members' and Myshare Broker Partners' commissions. Details from this database may be released to relevant lending institutions, and to PLAN Australia's Trustee to administer the commission system.

PLAN Australia collects limited personal information about its Members' and their Myshare Broker Partners' clients, in order to track and make payment of Members' and their Myshare Broker Partners' commissions relating to those clients. In some cases, PLAN Australia collects limited personal information about its Members' and their Myshare Broker Partners' Referrers and certain other third party business contacts, also in order to track and make payment of commissions. In some cases, PLAN Australia also collects limited personal information about its Members' and their Myshare Broker Partners' administrative staff in order for those staff to be given access to loan lodgement and commission payments information as requested by the Member. Clients', Referrers', third party business contacts' and administrative staff's details are not generally disclosed outside PLAN Australia.

Rights of Access

Any personal information held by PLAN Australia can be accessed in accordance with Principle 6 of the Privacy Act.

Because our members may hold more client personal information than is supplied to us, clients may in some cases be referred to the PLAN Australia member who dealt with the application.

To exercise your rights of access, for more information on how we handle personal information, or to make a complaint about a breach of privacy by PLAN Australia, please contact Julianne McKnight on phone (07) 3425 2342 or via email julianne@planaustralia.com.au .