

These terms are current as of **February 2025**

1. Engagement

- (a) Prospa (“us” or “we”) engages you to introduce our Products to your existing and potential customers and refer customer Applications to us in accordance with these Terms (the "Services"). In return, we will pay you commission in accordance with these Terms ("Commission"). If permitted by us, you may also be authorised to submit Applications on behalf of customers directly to us.
- (b) We may decide at our sole discretion to:
 - (i) cease offering some or all of our Products; or
 - (ii) modify our Product specifications and add or remove features and pricing.The Products that we offer for you to market may be different to the Products that we offer to other introducers.
- (c) We bear the credit risk with respect to any Product we offer to Applicants, including risks relating to Applicant default and we will have no recourse to you in relation to such risk, except where any loss, claim or damage is caused by or contributed to by your actions.
- (d) You are responsible for the conduct of all your Intermediaries and must ensure that each Intermediary complies with any obligation imposed on you under these Terms. You will be liable for any breach of these Terms by any Intermediary. You cannot evade liability under this clause because Intermediaries are specifically mentioned in some clauses in these Terms and not others.
- (e) Acting reasonably, we may vary any term of the Terms (including Commission Rates) at any time by written notice to you so long as no variation affects the parties’ rights and obligations in respect of Applications introduced prior to the date of the variation. We will endeavour to provide not less than 14 days notice of any change to the Terms where reasonably practicable.

2. Commission

2.1 Payment of Commission

We will pay you Commission when a Commission Event occurs in respect of an Applicant for whom you are deemed to be the originating party.

2.2 Commission Rates and Commission Events

- (a) Unless otherwise agreed between Prospa and you or your Broker Group, your Commission Rates and Commission Events will be as set out in your Portal.
- (b) Commission is payable at the Commission Rate applicable to the relevant Product and Applicant type on the occurrence of any applicable Commission Event in respect of a Loan for which you are deemed to be the originating party in accordance with our Lead Management Policy.
- (c) Commission will be paid within 10 business days of the relevant Commission Event occurring.
- (d) In the case of any Refinanced Loan, Commission is only payable on Additional Capital and not payable on the principal amount from the previous Loan (unless otherwise approved by us).
- (e) The Commissions Rate which applies to each Loan will be determined by the Product type and whether the Loan is made to a new or existing Applicant.
- (f) You agree that any Commissions paid in relation a Product, where
 - (i) the Applicant’s repayments to us are overdue by thirty (30) days within the first sixty (60) days after a Loan is made, or

- (ii) the Applicant provides any information that you or your Intermediary knows, or ought to have known, is misleading or fraudulent or is likely to mislead or be fraudulent, or
- (iii) Prospa believes on reasonable grounds that you or your Intermediary have acted fraudulently, or
- (iv) The Applicant cancels the Loan in accordance with Prospa's Change of Mind policy, will be returned to Prospa after receiving written notice from Prospa of such an event.

You agree that any commissions to be returned can be deducted automatically from the Commission payments until the entire amount has been returned to Prospa. Prospa will have no obligation to continue paying any Commissions in relation to the affected Loan.

2.3 Accreditation requirement

- (a) If you are not Accredited at the time of the relevant Commission Event, any Commission to which you may otherwise be entitled under these Terms will be held by us pending you becoming Accredited.
- (b) If you do not become Accredited within sixty (60) days of the relevant Commission Event occurring, Commission on that Loan will not be payable by us, provided that Prospa cannot withhold payment of Commission under this clause if the delay in Accreditation has been caused or contributed to by Prospa.

2.4 Tax invoice

- (a) You authorise us to issue a recipient created tax invoice for Commission to you and you agree that you will not issue tax invoices to us for Commission that is subject to a recipient created tax invoice.
- (b) If we are not able to generate a recipient created tax invoice, you agree to provide an accurate and complete tax invoice to us for Commission payable to you.
- (c) You acknowledge that you are registered for GST when you enter into these Terms and that you will notify us if you cease to be registered for GST.
- (d) We acknowledge that we are registered for GST when we enter into these Terms and that we will notify you if we cease to be registered for GST.

3. Your information

3.1 Correct and complete information

- (a) You undertake to promptly provide us with written notice of the following changes to your business:
 - (i) Contact details;
 - (ii) Business status; and
 - (iii) Licensing and authorisations held.
- (b) If you operate under a Broker Group, you must inform us as soon as practicable if your affiliation with that Broker Group ceases.
- (c) In order to receive Commission, you must provide us with the following details to complete the Accreditation process (in respect of yourself or, if applicable, your Broker Group):
 - (i) if you are registered and operate in Australia:
 - (A) a valid Australian Business Number (ABN); and
 - (B) if applicable, a valid Australian Company Number (ACN); or
 - (ii) if you are registered and operate in New Zealand each of the following which you (or your Broker Group) may hold:
 - (A) a valid Financial Service Provider number (FSP Number);
 - (B) a valid New Zealand Company Number (NZCN); and
 - (C) a valid New Zealand Business Number (NZBN).

3.2 Bank Account Details

- (a) You (or, if applicable, your Broker Group) must nominate a bank account for payments by providing the following account details to us in writing:

- (i) Financial institution;
 - (ii) Account name;
 - (iii) BSB; and
 - (iv) Account number.
- (b) The account name must match the entity that is accredited by us.
- (c) If we are instructed by your Broker Group to make Commission payments directly to them in respect of Loans for which you are deemed to be the referring party, you agree that payment by us to the Broker Group constitutes full discharge of our obligations to make such payment of Commission. It is your responsibility to seek any payment of such amounts from your Broker Group.
- (d) Any payment that may be due to you under these Terms will be made to the bank account notified by you (or your Broker Group) as reflected in our records at the relevant time. It is your responsibility to ensure that we are provided with accurate and current bank account details at all times.
- (e) We accept no responsibility for any payments that you do not (or, if applicable, your Broker Group does not) receive as a result of (i) incorrect account details being provided by you or (ii) your failure to notify us of an update your account details. We are under no obligation to make any further payments in respect of any Commission that is not received by you as a result of such error on your part.

4. Partnership Status

We and you acknowledge that in providing the Services you act as a referrer and loan originator and not as an employee, partner or agent of us and you shall have no authority to act for or to bind us in any manner whatsoever other than as expressly stated by these Terms.

5. Term and Termination

5.1 Term

Unless otherwise terminated in accordance with this clause 5, or varied in accordance with clause 2.2(b), these Terms apply for so long as you remain a Registered or Accredited Partner.

5.2 Termination for breach

- (a) We may terminate your engagement immediately on written notice to you if:
- (i) you fail in a material way to meet any of the obligations set out in clause 6 and, if remediable, such failure has not been remedied within ten (10) business days of notice by us;
 - (ii) you are in default for a period of thirty (30) days or more under the terms of a Loan provided to you by us; and
 - (iii) you publish disparaging or offensive material in relation to us or otherwise criticise or discourage the use of our Loans whether publicly or to your customers.
- (b) If these Terms are terminated by us under paragraph 5.2(a):
- (i) we are released from all obligations under these Terms other than in relation to any ongoing obligations that are expressly stated to survive termination; and
 - (ii) you will not be entitled to any Commission for Commission Events which occur following termination under paragraph 5.2(a).

5.3 Termination by election

- (a) Either party may terminate these Terms by providing the other party with thirty (30) days' written notice.
- (b) If terminated pursuant to this clause 5.3, each party is released from all obligations under these Terms other than in relation to ongoing obligations that are stated to survive termination.
- (c) If we terminate these terms pursuant to this clause 5.3, we undertake to continue to pay you Commissions for a period of 30 days (or such other longer period as may be set out in the notice of termination) on the occurrence of any further Commission Events which may occur in respect of existing Applicants for whom you would otherwise have been entitled to Commission.

5.4 Termination due to inactivity

- (a) If you have not referred and settled a New Customer (as defined in the Commission Schedule) within a 24-month period, Prospa may issue a written notice of inactivity to you. You will have sixty (60) days from this notice to refer and settle a New Customer.
- (b) If no New Customer is referred and settled within this period, then the Terms will expire at the end of that period.
- (c) If the Terms expire pursuant to this clause 5.4, each party is released from all obligations under these Terms other than in relation to ongoing obligations that are stated to survive termination. Following expiry of the Terms, Prospa will not pay Commissions for any further Commission Events, including but not limited to those related to Repeat or Refinance Customers previously referred by you, as defined in the Commission Schedule.

6. Your Obligations

6.1 General obligations

You must at your own cost introduce Applicants in an efficient and business like manner and in accordance with sound business practices at all times. Without limiting this general obligation, you must:

- (a) comply with all applicable laws, including the Privacy Act, the *Australian Securities and Investments Commission Act 2001* (Cth) (applicable to Australian Partners only), the *Competition and Consumer Act 2010* (Cth) (applicable to Australian Partners only), the *Corporations Act 2001* (Cth) (applicable to Australian Partners only), any applicable regulations, and applicable regulatory guidelines;
- (b) refer Applicants or introduce Applications in accordance with any procedures specified by us from time to time;
- (c) take reasonable steps to ensure that you have regard to our eligibility criteria when referring Applicants or introducing Applications to us;
- (d) use your best endeavours to ensure that information provided to us in relation to Applicants and Applications is accurate;
- (e) comply with the reasonable instructions and directions as may be given by us from time to time in relation to the sale and marketing of our Loans to Applicants;
- (f) offer and promote our Loans with all due care, skill, expertise and the level of professional knowledge that would reasonably be expected in the circumstances;
- (g) market and promote our Loans using only current marketing tools, materials and information provided by us to you (whether through the Portal or directly) or as otherwise approved by us in accordance with clause 11(a). You acknowledge and agree that it is your responsibility to ensure that all marketing tools, materials and information you are using in promotion of our Loans are current by regularly checking the Portal and with your Broker Group (if applicable);
- (h) not provide any information that you know, or ought to have known, is or is likely to mislead or is fraudulent;
- (i) not withhold or fail to provide any information that you know, or ought to have known, is required to accurately assess an Application;
- (j) maintain and comply with any licensing, authorisation or regulatory requirements which may apply to you from time to time and to promptly notify us if you cease to hold or become aware of a breach of any such license, authorisation or regulatory approval;
- (k) act in accordance with the spirit and intent of all legislation, regulation and codes that may apply to you from time to time and ensure all provision of Services is undertaken in an ethical manner having regard to the needs of all parties, including the Applicant;
- (l) ensure that you have authority from the Applicant to deal with Prospa including discussing potential deals, refer the Applicant or introduce the Application. You must obtain an appropriate privacy consent from the Applicant allowing you to retain the Applicant's personal and credit information and disclose it for any reason to Prospa, to any funder, aggregator or other party involved with the loan, and to an external dispute resolution scheme, a court or government body;
- (m) offer our Loans only to businesses and only for use for business related purposes;
- (n) act honestly and in good faith in relation to the submission of an Application to us;

- (o) undertake a reasonable level of care and diligence in relation to the identity, financial information and documentation of any Applicant who you refer or originate to us and ensure you will only refer or originate Applicants (i) who you reasonably believe to be legitimate and genuine; and (ii) whose documentation you reasonably believe to be complete and genuine;
- (p) acknowledge and have regard to our obligations under the AFIA Online Small Business Lenders Code of Practice ("Code") and ensure your actions and interactions with customers are not in conflict or counter to our obligations under the Code (as amended or replaced from time to time);
- (q) to comply with our Privacy Policy (as amended from time to time) in respect of any existing or potential Applicant's personal information held by you or that you have access to whether through the Portal or otherwise;
- (r) notify us promptly, and in any event no later than three Business Days, after you become aware of any:
 - (i) claim that is made or threatened against you or us in relation to your activities in relation to these Terms;
 - (ii) breach of any law, including in particular the NCCP Act, by you or any Intermediary;
 - (iii) change to your details (including change of name or address); or
 - (iv) Insolvency Event that has occurred with respect to you or any Intermediary;
- (s) provide us on request with a list of your Intermediaries and inform us promptly of any changes to that list or to the details of your Intermediaries (including change of name or address);
- (t) not engage in any conduct that may adversely affect our good name or business reputation; and
- (u) not engage in any misleading or deceptive conduct or make a binding representation that we will make a Loan.

6.2 Training

You must ensure that you and any Intermediaries have had appropriate training to enable them to discharge their duties pursuant to these Terms, including any training reasonably required by us from time to time.

6.3 Supervision and monitoring

- (a) You must have satisfactory systems and processes in place in order to fulfil your obligations under these Terms, including sufficient supervision and monitoring of both yourself and all Intermediaries.
- (b) You must provide us with evidence of how you comply with this clause 6.3 on request, including details on your monitoring procedures of compliance by your Intermediaries with all laws and these Terms.

6.4 Recordkeeping and provision of information

- (a) You must maintain appropriate and adequate records of your activities under this engagement, including the activities of all Intermediaries. These records must be retained for not less than seven years after each Loan is made or principal increase advanced.
- (b) You acknowledge that we may request these documents in instances such as customer complaints, regulatory investigations or legal proceedings. If requested, you must within 14 days of the request provide any information or documents reasonably requested by us relating to:
 - (i) the introduction of and other dealings with Applicants; and
 - (ii) your business and any Intermediary's business in so far as those businesses relate to dealings with us.

For the avoidance of doubt, this clause 6.4 survives any termination of these Terms.

6.5 Electronic file storage

- (a) You, your Intermediaries, and any employees, agents and contractors of you or any Intermediary must store the content of all Applicant files in an electronic format. The content must be stored as soon as it is created, and must include all notes, records, and other information and documents relating to a Loan or Application.
- (b) If the content is stored on your system, you must:
 - (i) make these files available for us to view and copy at any time during the term of this engagement;
 - (ii) not destroy these files; and
 - (iii) maintain adequate security and back-up systems.

6.6 No churn

Except in the course of usual marketing activities that are not directed to specific persons introduced to us under these Terms, you must not do anything that encourages or may encourage any Applicant to refinance any Loan unless it is in the Applicant's interest. For the avoidance of doubt, this clause 6.6 survives any termination of these Terms.

6.7 Adverse circumstances

You must promptly inform us if, prior to a Product being provided or a Loan being made by us to an Applicant, you become aware of any information that would adversely affect our decision to provide the Product or make the Loan.

6.8 Communications

We can rely on any communication from you as if it were an original document properly signed by and on your behalf. For example, we can rely on communications made by email or any other type of electronic communication.

6.9 Account for money

Generally, all money payable to us must be paid direct by the Applicant to us. If you at any time receive any money belonging to or intended for us, you must immediately pay that money to us.

6.10 Public announcements

You must not make any adverse public announcements regarding your relationship with us without our prior written consent.

6.11 Your warranties

You warrant to us in respect of each Application introduced to or through us that:

- (a) you, your Intermediaries or your representatives have not received notice of any claim in relation to the Application, and are not aware of any additional information that might reasonably adversely affect a decision in relation to the Application; and
- (b) there is no fraud, dishonesty, omission or negligence on behalf of you, your Intermediaries or your representatives.

6.12 Release from claims

- (c) We may disclose information regarding you, any Intermediary or any Application to other lenders, industry associations, courts, tribunals, or to any other person for any reasonable purpose, including an investigation of the conduct of you or any Intermediary in relation to an Application, Loan or otherwise.
- (d) You release us from any claim for defamation or otherwise in relation to any such disclosure.

6.13 Linked Credit Provider

You must not do anything that may result in us being a Linked Credit Provider to any supplier for the purposes of the Competition and Consumer Act 2010 (Cth).

6.14 Data breaches

- (a) You must promptly notify us of any breach of your data security (or in respect of any data held by an Intermediary), including any information relating to us, Applicants, Applications and/or Loans, or any of your obligations under these Terms, regardless of whether or not the data breach constitutes a notifiable data breach under the Privacy Act.
- (b) Once a data breach is notified to us, you must work collaboratively with us to assess the circumstances surrounding the data breach, remediate the breach and avoid reoccurrence.
- (c) If required by us, you must allow us to manage and control notification of the data breach to the Office of the Australian Information Commissioner and affected individuals.

7. Our Obligations

- (a) Where required, we will use best endeavours to contact customers referred to us by you in a timely and professional manner.
- (b) We will pay you the applicable Commission on the occurrence of each Commission Event for a Loan made by us to any Applicant who was referred by you, where you are deemed to be the referring party of that Applicant in accordance with our Lead Management Policy.

- (c) In determining whether you are the referring party for an Applicant we will have regard to:
 - (i) how and through what avenue an Applicant was referred to us;
 - (ii) any claims from other parties that they are the referring party; and
 - (iii) where applicable, the Applicant's previous relationship with us.
- (d) If you are affiliated with an Applicant and that Applicant:
 - (i) expressly requests that their account be disassociated from you; or
 - (ii) applies to us for further financing through a different Partner, Broker Group or referrer,we will cease providing all information and Commissions to you in respect of that Applicant. We will not expressly request or ask Applicants whether they wish to have their account disassociated but we will comply with any requests that an Applicant may voluntarily make.

8. The Portal

- (a) When you become Registered you will be provided with access to a Portal. By using the Portal, you agree to the Partner Portal terms of use as updated from time to time.
- (b) The Portal is used to provide you with updated information about your customers, their applications and our products. In connection with the provision of the Services and your obligations under these Terms, you must ensure that you routinely log into the Portal to check for any updates and changes.
- (c) If any of your details that may be set out in the Portal are incorrect or out of date, you must contact your Prospa business development manager to arrange to have these details updated.
- (d) You are advised to keep your Portal log-in details private and confidential. Your log-in details are your responsibility, and we advise you not to share those details with any party. Failure to do so may increase your liability for any loss.

9. Taxation

9.1 GST

- (a) If any supply under or in respect of these Terms becomes subject to GST, and if the recipient of the consideration is liable to pay GST in relation to any supply under these Terms, you and we agree that the amount payable for any supply under or in respect of these terms shall be adjusted by the amount of the GST and be considered GST inclusive.
- (b) Each party agrees to do all things, including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under these Terms or in respect of any supply under these Terms.
- (c) You warrant that the information provided to us relating to taxation is correct. In the event that the information provided by you is incorrect, you indemnify us from any loss, liability or expense incurred from this incorrect information.

9.2 Definitions

For the purposes of this clause 9 the following expressions have the following meanings:

- (a) **GST** means any tax imposed on the supply of goods or services which is imposed or assessed under GST Law.
- (b) **GST Law** means:
 - (i) if you are registered and operate in Australia, A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time; and
 - (ii) if you are registered and operate in New Zealand, Goods and Services Tax Act 1985 as amended from time to time,and all related ancillary legislation in the relevant jurisdiction which provides for a broad-based consumption tax on the supply of goods and services.

10. Confidentiality

- (a) Both parties agree to keep confidential, and ensure its employees, agents and contractors keep confidential and will not directly or indirectly disclose, reproduce or transfer to any third party, any Confidential Information, without the prior written approval of the other party.
- (b) Each party acknowledges that any breach of these Terms could cause serious harm to the other party and agrees that in the event of such a breach, the other party shall be entitled to seek and obtain a restraining order, injunction and other equitable relief in any court of competent jurisdiction in addition to all other legal remedies available.
- (c) On termination of these Terms or whenever reasonably requested by a party:
 - (i) each party must immediately return to the other party all Confidential Information in its possession, or under its care and control, belonging to the other party; and
 - (ii) each party will destroy and confirm in writing to the other party the destruction of all duplicate copies created of the other party's Confidential Information, whether electronic, magnetic, printed or otherwise.

11. Marketing Activities

- (a) You may promote our Products to your existing and potential customer base provided your marketing materials have received our prior written approval.
- (b) You will be liable for any loss incurred by us from any misleading materials produced by you and relating to us and our Products that did not have our prior written approval.
- (c) We may, at our sole discretion, request that you cease advertising or promoting our Products in any particular way, and you must take reasonable steps to ensure that the marketing activities cease within five (5) business days following such request.
- (d) You will comply with the obligations set out in clause 6 in relation to any marketing of our Products.
- (e) You agree that we may send marketing materials to any Applicants introduced by you at a time we deem appropriate to do so for the purpose of repeat transactions unless we expressly agree with you not to undertake this activity.
- (f) You acknowledge that we will conduct our own marketing activities in all the territories in which we operate and that this may at times cross-over with your marketing activities.
- (g) You acknowledge that you are prohibited from using Prospa branded terms in any paid search engine or social marketing campaigns and you are also prohibited from using Prospa's brand name (including misspellings) in your display name or display URL, or appearing on any branded keywords.

12. Indemnification

- (a) You indemnify us on a continuing basis against all or any actions, suits, claims, demands, losses, damages, liabilities, costs and expenses of any nature (including civil and criminal penalties to the extent permitted by law) suffered or incurred by us at any time, actually or contingently, arising directly or indirectly from:
 - (i) any failure by you or any Intermediary to comply with any provision of these Terms (including any failure to comply with any procedures specified by us from time to time);
 - (ii) any dishonest, fraudulent, reckless or negligent act or omission by you, any Intermediary, or any employees, agents or contractors of you or any Intermediary;
 - (iii) any failure by you or any Intermediary to comply with any applicable law;
 - (iv) any liability to a third party arising because of, or contributed to by, any act or omission by you, any Intermediary, or any employees, agents or contractors of you or any Intermediary;
 - (v) defending any claim made against us (either jointly with you or not) in respect of your activities, irrespective of whether you are ultimately found to be at fault; and
 - (vi) any conduct of you or any Intermediary, except to the extent arising from the mistake, error, fraud, negligence or wilful misconduct of us, or any of our officers, agents or employees.
- (b) If we reasonably consider that an amount is likely to be payable under the indemnity in clause 12(a), we may withhold that amount by deducting it from any amount payable to you under the Terms. The amount withheld by us will not exceed our reasonable estimate of the loss, damage, cost or expense that has been or may be incurred

by us. Once our liability is determined we will account to you for any excess funds withheld and you must pay us any shortfall.

13. Ownership and Intellectual Property

- (a) Each party will retain its Pre-Existing IPR and nothing in these Terms assigns or transfers the Pre-Existing IPR of one party to the other.
- (b) For any IPR created by you for the purpose of these Terms or any Pre-Existing IPR which is incorporated into any materials used in the course of performing the Services, you agree to grant us a non-exclusive, worldwide, royalty free, irrevocable and perpetual license to use such IPR and Pre-Existing IPR for purposes related to performance of these Terms.
- (c) You warrant that any materials used or created for the purposes of these Terms do not infringe third party intellectual property rights.

14. Notices

- (a) Any notice to be given under these Terms by any party to the other may be given in writing via email or update to the Portal.
- (b) A notice given by email in accordance with this clause is treated as having been given and received, when the sender receives either a computer-generated receipt notification of the delivery or if no read-receipt is requested, delivery is assumed on the same business day unless a notification is received that the email was not delivered.

15. General

15.1 Governing Law

- (a) If you are registered and operate in Australia, these Terms are governed in accordance with the laws of New South Wales and the parties submit to the exclusive jurisdiction of the courts of New South Wales.
- (b) If you are registered and operate in New Zealand, these Terms are governed in accordance with the laws of New Zealand and the parties submit to the exclusive jurisdiction of the courts of New Zealand.

15.2 Assignment

You must not assign or transfer all or any of your rights or obligations under these Terms without our prior written consent, not to be unreasonably withheld.

15.3 Assignment by us

- (a) We may assign, novate or otherwise deal with our rights and obligations under these Terms in any way we wish.
- (b) You must sign anything and do anything we reasonably require to enable any dealing with these Terms. You hereby irrevocably and for valuable consideration appoint us and any receiver, manager or receiver and manager appointed by us and each of our directors and managers from time to time alone or together to be your attorneys to sign anything and do anything required to facilitate any assignment, novation or other dealing by us under these Terms.
- (c) We may disclose information about you and this these Terms to any person involved in an actual or proposed assignment, novation or dealing by us under these Terms.

15.4 Subcontracting

You cannot appoint or sub-contract any third party to perform any of your duties set out in these Terms without our prior written approval.

15.5 Severance

Any illegal, invalid or unenforceable provision of these Terms will be severable, and all other provisions will remain in full force and effect.

15.6 Survival

Clauses 10 (Confidentiality), 12 (Indemnification) and 13 (Ownership and Intellectual Property) survive termination of these Terms.

15.7 Waiver

The fact that a party fails to do, or delays in doing, something the party is entitled to do under these Terms, does not amount to a waiver of any obligation of, or breach of obligation by, another party.

A waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given and is not to be taken as an implied waiver of any other obligations or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

16. Definitions

- (a) **Accredited** means a Partner that has provided:
- (i) all legal business information as outlined in clause 3.1(d) (as applicable); and
 - (ii) bank account details; and
- any such information has been processed and verified to our satisfaction such that the Partner is registered on our systems as "accredited" and the relevant Partner has been notified accordingly.
- (b) **Additional Capital** means in the case of a Refinanced Loan, the additional funds that are disbursed or made available for drawdown (as applicable), which does not include the previous Loan amount that is refinanced.
- (c) **Applicant** means an applicant for a Product introduced by you to us.
- (d) **Application** means an application to us for one or more of our Products.
- (e) **Broker Group** means a company, firm or aggregator to which a Partner is affiliated in the provision of the Services.
- (f) **Business Day** means a day that is not a Saturday or Sunday, or a New South Wales or Commonwealth public holiday on which bank premises are not generally physically open to conduct business in New South Wales.
- (g) **Commission Event** means an event upon which Commission is payable to you. Refer to the Portal.
- (h) **Commission Rates** means the rates applicable for each of our Loans for the purposes of calculating the Commission. Refer to the Portal.
- (i) **Confidential Information** means any material, whether it is received, accessed or viewed by recipient in writing, visually, electronically or orally, that is (a) expressly marked as confidential; or (b) provided by one party to the other for the purpose of these Terms, including but not limited to proprietary information, technical information, customer details, trade secrets, intellectual property rights, documents, marketing and business plans, models, specifications, computer software, forecasts and all related information but excluding any information:
- (i) in the public domain, other than by a breach of duty by the receiving party;
 - (ii) independently developed by the receiving party; or
 - (iii) already known to the receiving party at the time of receipt.
- (j) **Intermediary** means any person who introduces Applicants to you or uses your services to introduce Applicants to us, either directly or through another intermediary, irrespective of the nature of the relationship between you and that person, and includes your staff, contractors, and representatives.
- (k) **IPR** means all industrial and intellectual property rights of any kind including copyright, patents, trademarks, design, moral rights and other proprietary rights.
- (l) **Linked Credit Provider** is a relationship created when a credit provider has an arrangement or understanding with a supplier to provide funding to allow a debtor to purchase goods, or the supplier regularly refers persons to the credit provider for credit.
- (m) **Loan** means any loan, form of finance or credit facility made by us.
- (n) **Partner** means any third-party entity that provides referral services, introduces prospective Applicants and/or submits Applications to us.
- (o) **Prospa** means Prospa Advance Pty Ltd (ABN 47 154 775 667) if you are registered and operate in Australia; or Prospa NZ Ltd (NZBN 9429046731678) if you are registered and operate in New Zealand.
- (p) **Portal** means the Prospa online Partner tool through which you can manage and track your referrals and access Prospa marketing materials.

- (q) **Pre-Existing IPR** means a person's IPR existing prior to the commencement of these Terms or subsequently brought into existence other than in the course of performing these Terms (including any improvements, modifications or developments of such IPR).
- (r) **Privacy Act** means:
 - (iv) if you are registered and operate in Australia, the Privacy Act 1998 (Cth) as amended from time to time; and
 - (v) if you are registered and operate in New Zealand, the Privacy Act 1993 as amended from time to time, and "personal information" has the definition provided in the relevant Privacy Act.
- (s) **Products** means products we from time to time inform you are available for marketing by you, including Loans.
- (t) **Refinanced Loan** means a Loan to an existing customer where an existing balance is refinanced into a new Loan arrangement or, for a revolving facility, an existing facility is replaced with a new facility.
- (u) **Registered** means any third party who is registered on our system as a referral Partner but is not Accredited.
- (v) **Terms** means these Partner Terms as amended from time to time in accordance with its terms.
- (w) **You / your** means the Partner that has entered into the Terms with Prospa.