funding

Broker and Referrer agreement

You agree, represent and warrant to us that you are:

1. An accredited mortgage broker with Funding; or
2. Referring a customer to us for a product which is not regulated by the *National Consumer Credit Protection Act 2009* (**NCCP Act**) and the *National Consumer Credit Protection Regulations 2010* (**NCCP Regs**); or
3. A referrer who is referring a client to us, and the following statements apply:
   - 3.1. You represent and warrant to us that the client consents to you making the referral to us.
   - 3.2. You agree to disclose to the client any benefits (direct or indirect) you or an associate receive in respect of, or attributable to, the referral, including commissions.
   - 3.3. You agree to pass to us the client's name, contact details and a short description of the purpose for which the client may want the credit (if known) to you, within 5 business days after informing the client of the referral and obtaining the client's consent.
   - 3.4. You agree to not provide credit assistance under the NCCP Act and to simply inform the client that we are able to provide a particular credit activity or class of credit activities and refer the client to us without charging the client a fee for making the referral.
   - 3.5. You represent and warrant to us that you have made the referral to us as a matter incidental to the carrying on of a business that is not principally contacting people for the purposes of making referrals to other people and credit providers.
   - 3.6. You agree you do not conduct a business which consists in any part of you contacting people face-to-face from non-standard business premises (e.g. a stall in a shopping mall or airport such as credit card providers sometimes do).
   - 3.7. You confirm that you are exempt as a referrer under the NCCP Act and NCCP Regs and you agree to comply in all respects with both the NCCP Act and NCCP Regs.
   - 3.8. You agree that, once accepted by you, this constitutes an agreement for the purposes of reg 25(5) of NCCP Regs which specifies the conduct in which you can engage, which is conduct to which the exemption in reg 25(5) applies.
   - 3.9. You represent and warrant to us that you are not banned from engaging in a credit activity under either the law of a State or Territory, or under Parts 2-4 of the NCCP Act.

You agree to promptly inform us in writing if any of the above agreements, representations or warranties cease to be true or correct at any time in the future. You are deemed to repeat and reaffirm the above confirmations, representations and warranties each time you submit an application to us or refer a client to us (as applicable) and, to the extent you are an accredited mortgage broker with us, the above apply in addition to the representations and warranties you make to us as part of your accreditation with us.