

COMMERCIAL SUB-ORIGINATOR AGREEMENT

NATIONAL FINANCE CHOICE PTY LTD
(A.C.N 156 544 464)
("NFC")

- and -

V EMPIRE SOLUTIONS PTY LTD
(A.C.N 674 820 136)
("Sub-Originator")

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THIS AGREEMENT is made the 26th of May 2025.

BETWEEN: **NATIONAL FINANCE CHOICE PTY LTD** (ACN 156 544 464) of Level 1, 2-4 Roche Street, Hawthorn, Victoria, 3122 ("NFC")

AND: The party named in Annexure 1 to this Agreement ("Sub-Originator")

RECITALS:

- A. NFC operates business providing loan aggregation for Sub-Originators and other services in relation to financial and other products.
- B. NFC also operates business writing and submitting applications to credit providers.
- C. The Sub-Originator operates business as a finance Sub-Originator.
- D. The Sub-Originator has requested, and NFC has agree to appoint the Sub-Originator:
 - (a) as a Sub-Originator to aggregate Commercial Products through NFC; or
 - (b) as detailed in Annexure 2.
- E. The Sub-Originator has requested, and NFC has agreed to allow the Sub-Originator to perform the Services set out in Annexure 2 on the terms and conditions of this Agreement.

AGREEMENT:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

- (a) "ACL" means an Australian Credit Licence as provided for in the NCCP Act;
- (b) "AML/CTF ACT" means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) as amended from time to time;
- (c) "AML/CTF Rules" means the Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1)(Cth) as amended from time to time;
- (d) "Applicant" means a client on whose behalf an Application is being placed;
- (e) "Application" means an application for a credit or finance product that is (or is intended to be) submitted to a Lender including an application for a Commercial Product;
- (f) "Business Day" means Monday to Friday excluding public holidays in the State of Victoria;

(g) "Commercial Product" means any Product or any credit or finance product or service either Sub-Originated by NFC or Sub-Originated by the Sub-Originator and aggregated through NFC and which are of a commercial nature only and to which the NCCP Act and the NCCP Code and NCCP Regulations do not apply and;

(h) "Confidential Information" means:

- (i) the terms of this Agreement and the contents of all negotiations leading to its preparation;
- (ii) all business and financial information, sales and supply details, marketing strategies, customer, client and supplier listings, business listings and information concerning a party or its related entities;
- (iii) any information which, by its nature, places or potentially places a party at an advantage over its competitors; and
- (iv) any information that would otherwise at law be considered the secret or confidential information of a party;

whether or not marked confidential BUT does not include information which:

- (v) at the time of first disclosure by a party is already in the public domain;
 - (vi) after disclosure to a party, becomes part of the public domain otherwise than by disclosure in breach of the terms of this Agreement; or
 - (vii) a party can prove it was in its possession at the time of first disclosure by the other party and was not acquired directly or indirectly from other party;
- (i) "Force Majeure" means an act of God, natural disaster, fire, lightning, explosion, flood, earthquake, subsidence, insurrection or civil disorder, military operations, act of terrorism, government restraint, industrial disturbance or any other occurrence beyond the reasonable control of a party;
- (j) "Insolvency Event" means any of the following events:
- (i) a party, being an individual, commits an act of bankruptcy;
 - (ii) a party becomes insolvent;
 - (iii) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to a party or a party enters into a scheme of arrangement with its creditors or is wound up;
 - (iv) a party assigns any of its property for the benefit of creditors or any class of them; or

- (v) the party has a judgment or order given against it in an amount exceeding \$10,000 (or the equivalent in another currency) and that judgment or order is not satisfied or quashed or stayed within 20 Business Days after being given.
- (k) "NCCP Act" means the National Consumer Credit Protection Act 2009 and associated acts, as amended from time to time;
- (l) "NCCP Regulations" means the National Consumer Credit Protection Regulations 2010 and associated regulations, as amended from time to time;
- (m) "Lender" means the lender or funder of any relevant Product including any Commercial Product;
- (n) "Intellectual Property" means all copyright, patents, trade marks and designs, and all modifications, improvements and enhancements (whether registrable or not) owned by a party or its related companies or created or arising from the performance of the party's duties under this Agreement;
- (o) "Product" means any finance or credit product or service, either Sub-Originated by NFC or Sub-Originated by the Sub-Originator and aggregated through NFC;
- (p) "Services" means the services detailed in Item 4 of the Schedule.

1.2 In this Agreement:

- (a) items defined in an Annexure have the meaning given in the Annexure;
- (b) headings are for convenience only and do not affect the interpretation of this Agreement;
- (c) reference to a provision, clause, Schedule or Annexure means, respectively, a provision, clause Schedule or Annexure of this Agreement;
- (d) the singular includes the plural and vice versa;
- (e) any gender includes any other gender;
- (f) reference to a person includes a natural person, corporation, partnership, association or other legal entity;
- (g) If a party is made up of two or more persons, each person must observe this Agreement and is bound by this Agreement individually ("severally") and together with each other person ("jointly").
- (h) reference to legislation or regulations includes a reference to associated acts, statutes and regulations, as amended from time to time.

2. TERM

- 2.1 This Agreement commences on the Commencement Date specified in Annexure 2, and continues until terminated in accordance with clause 19 of this Agreement.

3. APPOINTMENT

- 3.1 NFC appoints the Sub-Originator, and the Sub-Originator agrees to act in the capacity designated in Annexure 2.
- 3.2 The Sub-Originator agrees to provide the Services specified in Annexure 2, in accordance with the terms and conditions of this Agreement.
- 3.3 NFC's appointment of the Sub-Originator is on a non-exclusive basis. This means that:
 - (a) NFC may appoint other Sub-Originators to provide the same or similar services; and
 - (b) the Sub-Originator may, with the consent of NFC, provide similar services to other parties.
- 3.4 NFC and the Sub-Originator may agree to vary the Services from time to time.

4. CONFLICT OF INTEREST

- 4.1 The Sub-Originator must not engage in any finance or insurance services during the term of this Agreement which conflict with the services provided by NFC to the Sub-Originator.
- 4.2 If there is any risk of a conflict of interest occurring, the Sub-Originator must immediately notify NFC and obtain NFC's written consent to engage or continue in these services or activities which is creating the conflict of interest.

5. ACCREDITATION

- 5.1 If the Sub-Originator holds or is required to hold any license(s) or accreditation(s), then at all times during the Term of this Agreement the Sub-Originator must:
 - (a) do all things necessary to obtain and maintain such license(s) or accreditation(s); and
 - (b) ensure that any representatives, employees, agents or contractors do all things necessary to obtain and maintain their own relevant license(s) or accreditation(s).
- 5.2 If the Sub-Originator is appointed to act as a representative of NFC (as specified in Annexure 2), then at all times during the Term of this Agreement, the Sub-Originator must do all things necessary to obtain and maintain any such required license(s) or accreditations.

6. PROVISION OF SERVICES

- 6.1 During the Term, the Sub-Originator must (and must ensure that its Approved Representatives must, where applicable):
 - (a) perform the Services in accordance with the terms of this Agreement, NFC's reasonable directions and all applicable laws including but not limited to those issued under the Privacy Act, or the Australian Securities and Investments Commission Act or the AML/CTF Act or AML/CTF Rules;

- (b) at all times act in a conscientious, expeditious and professional manner, exercising a high standard of skill, care and diligence;
- (c) act honestly and in good faith and comply with all statutes and regulations applicable to its business and relating to the offering of the Products and Commercial Products;
- (d) comply with the reasonable directions of NFC from time to time in connection with the promotion of NFC and the Products and Commercial Products;
- (e) not engage in nor allow any conduct that is dishonest, unethical or contrary to law;
- (f) provide true, correct, accurate and complete information to Applicants, Lenders and to NFC in relation to the Services, any Products any Commercial Products and any Applications;
- (g) maintain the insurance policies required in accordance with clause 15;
- (h) obtain and maintain membership of and participation in an ASIC approved external dispute resolution scheme where legally required;
- (i) comply with all laws and regulations relating to the disclosure of Commissions; and
- (j) not engage in sub-aggregation of Products, Commercial Products or Applications for other Sub-Originators without the consent of NFC

7. APPLICATIONS

- 7.1 The Sub-Originator acknowledges that NFC and its Lenders may accept or reject Applications in their absolute and unfettered discretion and are under no obligation to accept any Application introduced or submitted by or through the Sub-Originator.
- 7.2 The Sub-Originator warrants to NFC that, in relation to all Applications:
 - (a) it has the authority from the customer to submit the Application to NFC and/or its Lenders;
 - (b) it has verified the customer's identity in accordance with the AML/CTF Act or AML/CTF Rules NCCP Regulations (where applicable) and any associated regulations from time to time;
 - (c) it will ensure that all Applications submitted to NFC and/or its Lenders have been completed:
 - (i) to reflect the true financial position of the customer;
 - (ii) in good faith; and
 - (iii) exercising due care and responsibility to NFC and its Lenders;

- (d) it will make all due and proper enquiries to ensure that the information provided in each Application is true and correct and gives an accurate representation of the position of the Customer;
- (e) it will keep accurate records and copies of documentation provided by the Customer to it relating to the financial affairs of the Customer or provided to it in the course of compiling the Application;
- (f) it has complied with all requirements of all applicable credit, finance, broking, or other legislation;
- (g) it has not made any false or misleading statements or representations to the Customer;
- (h) it is not aware of any circumstances that may affect the Customer's Application that has not been disclosed to NFC and/or its Lenders; and
- (i) It will notify NFC and/or its Lenders should it become, or where it ought reasonably to become aware, of any circumstances that may affect the Customer's Application that has not been disclosed to NFC and/or its Lenders.

8. SUB-ORIGINATOR'S EMPLOYEES AND CONTRACTORS

- 8.1 The Sub-Originator may employ or engage, at its own expense, any other person to assist the Sub-Originator in the performance of the Services. However, any person so appointed must:
 - (a) be first notified to, approved and accredited by NFC in writing prior to providing the Services.
- 8.2 Any such person appointed in accordance with clause 8.1 will be regarded as an Approved Representative for the purpose of this Agreement.
- 8.3 The Sub-Originator is liable and responsible for the conduct of its Approved Representatives, employees, contractors, agents.
- 8.4 The Sub-Originator must ensure that all of its Approved Representatives, employees, contractors, agents:
 - (a) comply with this Agreement as though each of them were in the position of the Sub-Originator; and
 - (b) read and abide by all operational procedures and manuals provided by NFC from time to time.
- 8.5 The Sub-Originator warrants that it will:
 - (a) not appoint any person in relation to this Agreement and to assist to provide the Services if it becomes aware or reasonably suspects that such person has been involved in instances involving dishonesty or fraud, and

- (b) immediately notify NFC and immediately terminate any Approved Representative, employee, contractor, agent so involved or suspected of dishonesty or fraud.

9. COMMISSION

- 9.1 In consideration of the Sub-Originator providing the Services, and provided that the Sub-Originator is not in breach of this Agreement, NFC will pay the Sub-Originator the Commission specified in Annexure 4.
- 9.2 In order to be eligible for the Commission:
 - (a) the Sub-Originator's conduct must result in a successfully settled Application by a Lender;
 - (b) the Sub-Originator must provide NFC with the completed Income Analysis Sheet for that month;
 - (c) the Sub-Originator must not be in default of payment of any money owing to NFC; and
 - (d) the Sub-Originator must not be in breach of this Agreement.
- 9.3 Subject to clause 9.4 and clause 10, NFC will:
 - (a) ensure any Commission is paid to the Sub-Originator either by direct credit to the Sub-Originator's nominated bank account, or by cheque for the same amount;
 - (b) provide a statement of Commission advice to the Sub-Originator with each payment; and
 - (c) make each payment of Commission by the 15th day of each respective month, calculated for Commissions payable from the previous month.
- 9.4 Notwithstanding clause 9.3, NFC reserves the right to deduct and offset from the Commission payable any amounts that are or become owing by the Sub-Originator to NFC pursuant to this Agreement or otherwise.
- 9.5 NFC may receive incentives from Lenders (for volume business or otherwise) including, but not limited to, payments, trips, bonuses and variations on commission structures from time to time. The parties agree that any such incentives are not taken into consideration in calculating the Sub-Originator's Commission.
- 9.6 The Sub-Originator is not permitted in any circumstances to share any Commission in any way with any Applicant.

10. LOSS OF ENTITLEMENT TO COMMISSION

- 10.1 If the Sub-Originator, its Approved Representative or its employee(s), agent(s) or contractor(s):
 - (a) commits any Material Event of Default;

- (b) has their accreditation by a Lender cancelled in connection with, or as result of, any actual or suspected dishonest, fraudulent, negligent or wrongful conduct or omission, or where cancellation by the Lender of the Sub-Originator's accreditation has occurred for any reason and cancellation impacts upon the Sub-Originator's ability to perform the services contemplated by this Agreement;
- (c) commits a criminal offence in relation to the writing or introduction of any Products; or
- (d) is dishonest or fraudulent in connection with the writing or introduction of any Product,

then the Sub-Originator loses all right to any due or future Commission and must indemnify NFC from and against any losses or damage it suffers as a result of the conduct, offence, dishonesty or fraud.

- 10.2 If an Approved Representative or its employee(s), agent(s) or contractor(s) is dishonest or fraudulent in connection with the writing or introduction of any Product, and the Sub-Originator was not involved or aware of the dishonesty or fraud at the time, then the Sub-Originator loses all right to any due or future Commission payable in respect of all Products written or introduced by that Approved Representative or its employee(s), agent(s) or contractor(s).

11. COMMISSION CLAWBACK

- 11.1 If the Sub-Originator has been paid Commission in relation to any Products including Commercial Products, and a Lender subsequently terminates or withdraws its corresponding commission or requires repayment of the corresponding commission ("Clawback"), then at NFC's option:
- (a) the Sub-Originator must repay to NFC the amount of such Commission within 7 days of NFC's demand; or
 - (b) NFC may deduct and offset the amount of such Commission from any further payments of Commission due to the Sub-Originator.
- 11.2 Any Clawback amount is deemed to be a liquidated debt due and payable by the Sub-Originator to NFC.

12. AGREEMENT FOR CREATION OF RECIPIENT CREATED TAX INVOICES

- 12.1 NFC can issue recipient created tax invoices in respect of supplies made by the Sub-Originator under or in accordance with this Agreement.
- 12.2 The Sub-Originator will not issue tax invoices in respect of the same supplies.
- 12.3 Each party acknowledges to the other that it is registered for GST (as defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* ("GST Act")) when entering into this Agreement and that each party will notify the other party if it ceases to be so registered.
- 12.4 NFC must not issue a document that would otherwise be a recipient created tax invoice on or after the date when the Sub-Originator or NFC has failed to comply with any of the requirements to issue recipient created tax invoices under the GST Act.

13. SUB-ORIGINATOR'S WARRANTIES

13.1 The Sub-Originator covenants and warrants that, as at the date of this Agreement and on a continuing basis:

- (a) both it and any Approved Representatives, employees, agents, contractors are competent, and have the necessary skills, eligibility, qualifications and authorisations to perform the Services to the standard required under this Agreement;
- (b) no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement;
- (c) any act or omission of an Approved Representative, employee, contractor, agent in connection with this Agreement or the provision of the Services is taken to be an act or omission of the Sub-Originator;
- (d) the only persons that will undertake the Services under this Agreement will be the Sub-Originator and its Approved Representatives;
- (e) it will not introduce any Application or Product other than one written by itself or an Approved Representative;
- (f) it will at all times conduct its business in accordance with all applicable legislation, including but not limited to the *Financial Services Reform Act 2001*, the *Competition and Consumer Act 2010*, the *Australian Securities and Investment Commission Act 2001* and the *Privacy Act 1988*; and
- (g) it will at all times hold all licenses, authorisations and accreditations required by legislation and Lenders and maintain such licenses, authorisations and accreditations throughout the Term of the Agreement.

13.2 The Sub-Originator acknowledges that NFC has entered into this Agreement on reliance on these covenants and warranties.

14. RECORD KEEPING

14.1 The Sub-Originator must (and must ensure that its Approved Representatives and its employee(s), agent(s) or contractor(s) must):

- (a) record and maintain true, detailed, accurate and complete records as prudent and as required by any applicable legislation or regulation; and
- (b) provide a copy to NFC (or allow NFC access to inspect and copy) within 5 Business Days of a request.

14.2 The records referred to in clause 14.1 include, but are not limited to:

- (a) a detailed register of all Applications and other matters on which the Sub-Originator is working;
- (b) proper records and books of account; and
- (c) retention of Applications made to NFC and/or its Lenders and Commission payable from NFC.

14.3 The Sub-Originator must report to NFC any information which is, or is likely to be, of significance in the Sub-Originator's ability to perform the Services, including but not limited to:

- (a) the existence of any agreement or arrangement by the Sub-Originator to provide services to a competitor of NFC;
- (b) any information which is, or is likely to have a detrimental impact on NFC's business; and
- (c) any error or defect in any Services provided by or on behalf of the Sub-Originator.

15. INSURANCE

15.1 The Sub-Originator must obtain and maintain the Insurance specified in Annexure 5 throughout the Term of this Agreement.

15.2 The Sub-Originator must:

- (a) provide NFC with a copy of its certificates of currency of Insurance upon request;
- (b) not do nor permit anything to occur that may increase any premium or make any insurance policy liable to be impaired or cancelled; and
- (c) immediately notify NFC of any occurrence which gives or might give rise to a claim or right to claim under any Insurance policy.

16. INTELLECTUAL PROPERTY

16.1 The Sub-Originator acknowledges that it has no proprietary right or interest in NFC's Intellectual Property other than as granted to it under this Agreement.

16.2 Other than as permitted under this Agreement, the Sub-Originator must not at any time during the Term or after termination, licence, sub-licence, use, deal with or take advantage of NFC's Intellectual Property.

16.3 The Sub-Originator must not register or record or attempt to register or record anywhere in the world the Intellectual Property or any part of it or any designs, patents, trademarks or copyright derived from or similar to it, nor aid or abet anyone else do to so.

16.4 The Sub-Originator acknowledges that any derivation, variation, modification or improvement of any of the Intellectual Property will be and remain NFC's property, and the Sub-Originator hereby assigns to NFC any intellectual property rights it may obtain in such derivation, variation, modification or improvement.

16.5 After a request from NFC, the Sub-Originator must not use, retain, record, store, document or computerise any of the Intellectual Property.

17. CONFIDENTIALITY

17.1 Each party agrees to keep strictly confidential the Confidential Information of the other party.

- 17.2 Except as set out in this Agreement, or as necessary to fulfil this Agreement, a party will not disclose nor discuss any Confidential Information without the other party's prior written approval.
- 17.3 A party's obligations of confidentiality under this Agreement do not apply to information that a party may be required by law to disclose.
- 17.4 The obligations of confidentiality in this clause 17 survive the termination or expiry of this Agreement.

18. CUSTOMER LISTS

- 18.1 Where the Sub-Originator is appointed to act as an agent or representative of NFC, the Sub-Originator acknowledges that the copyright in the Sub-Originator's customer/client database or loan book is and remains NFC's property.
- 18.2 The parties agree that:
 - (a) the copyright in the Sub-Originator's customer/client database or loan book remains the Sub-Originator's property; and
 - (b) the Sub-Originator is required to keep all customer transaction records for a period of 7 years from the date of the transaction
 - (c) NFC must for the duration of this Agreement and after this agreement is terminated have guaranteed access to these customer transaction records for the 7 year period or be given electronic copies of every customer transaction record settled while under the NFC Sub-Origination Agreement
 - (d) NFC may use any information that it holds from the Sub-Originator's customer/client database or loan book to conduct audits of the Sub-Originator's compliance with this Agreement; but
 - (e) NFC will not use any such information that it holds to solicit or market to such customers/clients without the Sub-Originator's express written permission.

19. TERMINATION

- 19.1 This Agreement may be immediately terminated by either party at their sole and absolute discretion at any time by giving 30 days written notice to the other party (or such lesser period of notice if agreed by both parties).
- 19.2 NFC may terminate this Agreement immediately by written notice to the Sub-Originator, if the Sub-Originator or any of its Approved Representatives or its employee(s), agent(s) or contractor(s):
 - (a) commits a breach of this Agreement which is not remedied within 7 days of receiving written notice from NFC requiring the breach to be remedied;
 - (b) fails to pay any money to NFC under this Agreement and does not remedy the breach within 7 days of receiving written notice from NFC requiring the breach to be remedied;
 - (c) commits a Material Event of Default; or

(d) becomes subject to an Insolvency Event.

- 19.3 If this Agreement is terminated under clause 19.1, and at the time of termination, the Sub-Originator is not in breach of this Agreement, then NFC will (subject to NFC's right of set-off) pay to the Sub-Originator any outstanding Commission which the Sub-Originator is entitled to receive pursuant to clause 9. The Sub-Originator is not entitled to any further payments from NFC.
- 19.4 NFC reserves the right to charge interest on any amounts due for payment to NFC and overdue by the Sub-Originator, at the rate of 2% per annum above the rate set in the Penalty Interest Rates Act from time to time.
- 19.5 Termination of this Agreement does not relieve a party of liability to the other party in respect of the rights or remedies of the other party that have accrued prior to termination.

20. MATERIAL EVENT OF DEFAULT

20.1 The Sub-Originator commits a Material Event of Default if:

- (a) the Sub-Originator or any of its Approved Representatives or employees, agents, contractors:
- (i) is dishonest or fraudulent in connection with its business or this Agreement;
 - (ii) is found or suspected to be guilty of fraud or a like offence;
 - (iii) has its accreditation with a Lender cancelled or suspended due to fraud or suspicion of fraud; or
 - (iv) has its accreditation with a Lender cancelled or suspended due to breach of quality or standards;
- (b) any licence, accreditation or authorisation required to be held by the Sub-Originator ceases to be held (including any licence under the NCCP Act, where applicable);
- (c) any licence, accreditation or authorisation required to be held by any Approved Representative or employees, agents, contractors ceases to be held (including under the NCCP Act where applicable), and the Sub-Originator continues to permit the Approved Representative or employees, agents, contractors to assist to provide the Services under this Agreement;
- (d) the Sub-Originator fails to maintain the Insurance required under clause 15 of this Agreement;
- (e) the Sub-Originator assigns or purports to assign all or any part of its rights or obligations under this Agreement without first obtaining NFC's prior written consent; or
- (f) the Sub-Originator becomes ineligible to hold any license(s), accreditations or other authorisations, required to be held under any laws, regulations, etc.,

21. CONSEQUENCES OF TERMINATION

21.1 Upon termination of this Agreement:

- (a) the Sub-Originator's non-exclusive appointment by NFC to provide the Services immediately ceases;
- (b) the Sub-Originator must immediately return to NFC or destroy any and all of the Intellectual Property in its possession or control;
- (c) the Sub-Originator must ensure that all of its Approved Representatives and its employees, agents and contractors also immediately return to NFC or destroy any and all of the Intellectual Property in their possession or control;
- (d) the Sub-Originator must ensure NFC access to/or be given a copy of all records electronically or by hard copy all customer transaction records settled during the term of this agreement for the 7 year period of each settled transaction.
- (e) the Sub-Originator is only entitled to complete the settlement of any Products or Applications which have a lodgement date prior to the date of termination of this Agreement; and
- (f) the Sub-Originator must provide to NFC within 5 Business Days a report enclosing copies of and detailing the status of all current Applications it has prepared (or is in the process of preparing).

22. DISPUTE RESOLUTION

- 22.1 If there is any dispute between NFC and the Sub-Originator regarding the interpretation of this Agreement or the performance of a party of its obligations under this Agreement ("Dispute"), then NFC and the Sub-Originator must use their best endeavours to resolve the Dispute between themselves without delay.
- 22.2 If the parties cannot resolve the Dispute within 14 days of the Dispute arising, then either party may require, by written notice, the Dispute to be referred to mediation ("Mediation"). The Mediation must be conducted in Victoria, unless the parties agree otherwise.
- 22.3 The Mediator to be appointed must be agreed by the parties within 5 days of the written notice, but failing agreement, appointed by the then President of the Law Institute of Victoria.
- 22.4 Mediation must occur within 14 days of selection or nomination of the Mediator, on such procedural terms as agreed or, failing agreement, as stipulated by the Mediator.
- 22.5 The costs of any Mediation must be shared equally by the parties, other than their own costs of them and their legal and/or financial advisers considering and attending.
- 22.6 Any determination made by the Mediator will be advisory in relation to the Dispute. Nothing in this clause will be interpreted to prevent the parties from agreeing that the determination is or will be binding.

- 22.7 Unless a party has complied with this clause 22, that party may not commence court proceedings or arbitration relating to the Dispute except where that party seeks urgent interlocutory relief.

23. RESTRAINT OF TRADE

- 23.1 The Sub-Originator must not at any time during the term of this Agreement or after its termination interfere with NFC's relationship with its Lenders, including but not limited to by making statements or representations which are or are likely to damage NFC's reputation or goodwill.
- 23.2 The Sub-Originator must not canvas, solicit, induce, encourage or accept any approach from any person who was at any time during the term of the Sub-Originator's appointment an employee, Lender or Sub-Originator of NFC to leave NFC, for each of the following periods:
- (a) during the Term;
 - (b) 12 months after the expiry of this Agreement;
 - (c) 6 months after the expiry of this Agreement; or
 - (d) 3 months after the expiry of this Agreement.
- 23.3 The Sub-Originator and the Guarantor must not canvas, solicit, induce, encourage or accept any approach from any person who was at any time during the term of the Sub-Originator's appointment a current customer of NFC, for each of the following periods:
- (a) during the Term;
 - (b) 12 months after the expiry of this Agreement;
 - (c) 6 months after the expiry of this Agreement; or
 - (d) 3 months after the expiry of this Agreement.
- 23.4 The parties agree that each separate covenant and restraint in this clause 23 is reasonable and that valuable consideration has been received therefore both directly and indirectly by the parties to be restrained by these covenants and that each party affected by this clause has been responsible for and approves its drafting.

24. LIABILITY

- 24.1 Except as specifically set out in this Agreement, this Agreement does not include by implication any terms, conditions or warranties in respect of the quality, acceptability, fitness for purpose, condition, description or performance of the Products offered by NFC.
- 24.2 NFC is not liable for any indirect or consequential losses or expenses suffered by the Sub-Originator or any third party (including the Sub-Originator's Approved Representatives or employees, agents or contractors) howsoever caused,

including but not limited to loss of turnover, profits or goodwill, or any liability to any other party.

- 24.3 NFC will not be liable for any loss or damage suffered by the Sub-Originator where NFC has failed to meet any payment date or cancels or suspends its aggregation and other services under this Agreement.
- 24.4 Nothing in this Agreement is to be interpreted as excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be so restricted, excluded or modified.

25. INDEMNITY

- 25.1 The Sub-Originator agrees to indemnify and hold NFC fully harmless from and against all claims, suits, demands, liability, loss, damage, costs (including all legal costs on an indemnity basis) and Clawbacks in relation to or arising from:
 - (a) any action, inaction, negligence, wilful misconduct, fraud, dishonesty or other action of the Sub-Originator, its employees, agents, contractors, Approved Representatives;
 - (b) any breach by the Sub-Originator or its Approved Representatives or employees, agents, contractors of their obligations under, or a representation or warranty made by them, in this Agreement;
 - (c) the unlawful or dishonest acts or omissions of any Applicant;
 - (d) the Sub-Originator or its Approved Representatives or employees, agents, contractors failing to comply with the provisions of any applicable legislation, including but not limited to the legislation and regulations specified in this Agreement; and
 - (e) any loss incurred by NFC as a result of the business written by the Sub-Originator.

26. FORCE MAJEURE

- 26.1 An obligation of a party under this Agreement (other than an obligation to pay money) will be suspended during the time and to the extent that the party is prevented from or delayed in complying with that obligation by an event of Force Majeure.
- 26.2 A party affected by an event of Force Majeure must give the other party written particulars of the event of Force Majeure within 24 hours of becoming aware of the relevant Force Majeure event and take reasonable steps to remove or mitigate the relevant event of Force Majeure.

27. GENERAL AND MISCELLANEOUS PROVISIONS

- 27.1 Nothing in this Agreement is to be construed as constituting the relationship of principal and agent between NFC and the Sub-Originator. This Agreement does not constitute a partnership, joint venture or employer / employee relationship.

- 27.2 No party may incur any liability on behalf of the other nor in any way pledge or purport to pledge the other's credit, without first obtaining the prior consent of the other party.
- 27.3 An amendment or change to this Agreement is only effective once it is made in writing and executed by all parties.
- 27.4 The Sub-Originator is an independent contractor and is not an employee of NFC. The Sub-Originator is solely responsible to pay all business expenses incurred by it as a result of its business relationship with NFC.
- 27.5 The Sub-Originator is solely responsible to pay to all persons employed or engaged by it (including all Approved Representatives and employees, agents, contractors), their entitlements in respect of salary or wages, sick pay, annual leave and other leave entitlements, superannuation contributions, WorkCover insurance premiums, PAYG instalments, payroll tax and like expenses relating to such employment or engagement.
- 27.6 The Sub-Originator indemnifies NFC from and against the cost of any premiums, costs, penalties and other charges that may be claimed or demanded from NFC by any government authority or regulator with respect to any income tax liabilities, superannuation guarantee charges, payroll taxes, WorkCover premiums, costs, payments and expenses.
- 27.7 The appointment of the Sub-Originator by NFC is personal to the Sub-Originator. Except where expressly permitted under this Agreement, the Sub-Originator must not assign this Agreement, or any of its rights, benefits or obligations under this Agreement, without first obtaining NFC's prior written consent.
- 27.8 NFC may assign this Agreement or a right under this Agreement without notice to the Sub-Originator. In the event that assignment of NFC's rights under this agreement has a material or substantial impact upon the Sub-Originator's ability to provide the Services contemplated by this Agreement, NFC shall provide the Sub-Originator 14 days notice of the assignment.
- 27.9 If a provision of this Agreement (or part of it) is held to be unenforceable or invalid, then it must be interpreted as narrowly as necessary to allow it to be enforceable or valid. Where it cannot be so interpreted, that provision (or part of it) must be severed from this Agreement, without affecting the enforceability of the remaining provisions.
- 27.10 No failure to exercise and no delay in exercising any right, power or remedy by NFC under this Agreement will operate as a waiver, nor will any single or partial exercise of any right, power or remedy by NFC preclude any other or further exercise of that or any other right, power or remedy.
- 27.11 Subject to any express provisions to the contrary, the provisions of this Agreement shall for so long as necessary or desirable survive termination of this Agreement.
- 27.12 This is the entire agreement of the parties concerning the subject matter of this Agreement. There is no other agreement, understanding, warranty or representation, whether oral or written, binding the parties concerning any aspect of this Agreement.

- 27.13 Each party must do whatever is necessary to give full effect to this Agreement, both before and after it is executed. This may include executing a document or carrying out an act.
- 27.14 Any notice to or by a party under this Agreement must be in English and in writing and signed by the sender or, if a corporate party, an authorised officer of the sender.
- 27.15 Any notice may be served by delivery in person, or by post, email or fax to the last known address, email address or fax number of the recipient. A notice served by post is deemed to be received 48 hours after posting. A notice served by fax or email is deemed to be received upon confirmation of successful transmission.
- 27.16 The Sub-Originator must pay on demand all of NFC's costs (including legal fees on an indemnity basis) incurred in enforcement of this Agreement.
- 27.17 If a payment or other act is required to be made or done on a day that is not a Business Day, then the payment or act must be made or done on the next Business Day.
- 27.18 This Agreement is governed by and construed in accordance with the laws of Victoria, Australia in force from time to time and the parties agree to submit to the non-exclusive jurisdiction of those courts.
- 27.19 The parties must comply with the Special Conditions (if any) specified in Annexure 6. If there is any inconsistency between the Special Conditions and the terms of this Agreement, the Special Conditions will prevail to the extent of any inconsistency.

EXECUTED AS AN AGREEMENT

EXECUTED by **NATIONAL FINANCE CHOICE**)
PTY LTD (A.C.N 156 544 464))

.....
Signature by (signature)

.....
Print Name

.....
Signature by (signature)

.....
Print Name

EXECUTED by **V Empire Solutions Pty Ltd**)
(A.C.N 674 820 136) in accordance with section)
127(1) of the Corporations Act 2001 (Cth) by:)

manmeet singh

.....
Signature of Director

Manmeet Singh

.....
Name of Director

ANNEXURE 1 - SUB-ORIGINATOR DETAILS

Sub-Originator	<p>Sub-Originator name: V Empire Solutions Pty Ltd</p> <p>A.C.N: 674 820 136</p> <p>Address: 18 Stringer Ave Cranbourne Vic 3977</p> <p>Contact Person: Manmeet Singh</p> <p>Contact Phone: 0493 748 778</p>
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ANNEXURE 2 - TYPE OF APPOINTMENT & SERVICES

Commencement Date	26/05/2025
Type of Appointment	<p>Commercial Products only Sub-Originator</p> <p>The Sub-Originator is appointed on the basis that the Sub-Originator will only obtain, prepare and provide Finance Applications and/or otherwise engage in activities pursuant to this agreement, in relation to Commercial Products.</p> <p>The Sub-Originator agrees that any Finance Application or Product will only be obtained, prepared and submitted to to a Financer or a Lender, if the Finance Application is;</p> <ul style="list-style-type: none">a) in respect of a Commercial Product or Service only; andb) The Customers' Finance Application is not one to which the NCCP Act or the NCCP Code or Regulations, applies; andc) Prior to the Submission of a Customer's Finance Application the Sub-Originator has made sufficient enquiries with the Customer about the purpose for which the Commercial Product is to be applied and it is not a purpose which is wholly or predominantly for personal, domestic or household purposes. <p>The Sub-Originator acknowledges that under section 172(6) of the National Credit Code, a person commits a strict liability offence if;</p> <ul style="list-style-type: none">• the person engages in conduct; and• the conduct induces a person to make a declaration about the purpose of the Product, including Commercial Products, that is false or misleading in a material particular; and• the Declaration is false or misleading in a material particular.
Services	<p>Obtaining, preparing and providing Commercial Product Finance Applications and submitting to the various Lending Panel as per above "type of appointment" and as per "Annexure 4"</p> <p>Prior to the submission of a Customer's Commercial Product Finance Application the Sub-Originator will obtain adequate evidence of the Customer's details in the Finance Application these may include proof of identification, address, financial position, employment status and credit history.</p> <p>Producing, finalising and facilitating execution by the Customer of Lenders required documentation</p> <p>Facilitating settlement of the finance contract between the</p>

	Customer and the Lenders, in accordance with Lenders policies and procedures.
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ANNEXURE 3 - APPROVED REPRESENTATIVES

Approved Representatives	And such other Approved Representatives as agreed between the parties from time to time
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ANNEXURE 4 - COMMISSIONS

PLAN	NAF (Net Amount Financed)	Commission/Brokerage
Direct Lender Accreditations	\$1 and above	100% of the NFC retail commission / brokerage plan
*Any Finance Products processed via NFC Loan Processing Team (Horizon2 Lite)		
	\$1 and above	70% of the NFC retail commission/brokerage plan

ANNEXURE 5 – INSURANCE





Insurance	<p>Professional Indemnity Insurance:</p> <p style="text-align: right;">\$ 2,000,000 any one claim \$2,000,000 in the Aggregate (Minimum)</p> <p>Insurer: Limit: Reference/Employer Number: Expiry:</p> <p>Workers Compensation Insurance:</p> <p>Insurer: Limit: Reference/Employer Number: Expiry:</p> <p>Public Liability Insurance:</p> <p>Insurer: Limit: Reference/Employer Number: Expiry:</p>
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ANNEXURE 6 - SPECIAL CONDITIONS

Special Conditions	Not Applicable
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Title	NFC Agreement - V Empire Solutions Pty Ltd
File name	NFC_Agreement_Com...tions_Pty_Ltd.pdf
Document ID	67407d1b5302218f9c1ef75746240f9e991d1553
Audit trail date format	DD / MM / YYYY
Status	● Signed

Document history

 SENT	29 / 05 / 2025 05:36:03 UTC	Sent for signature to Manmeet Singh (info@vempiresolutions.com.au) from louisa.torcasio@cogfs.com.au IP: 121.200.6.157
 VIEWED	29 / 05 / 2025 08:54:16 UTC	Viewed by Manmeet Singh (info@vempiresolutions.com.au) IP: 101.119.147.101
 SIGNED	01 / 06 / 2025 22:29:20 UTC	Signed by Manmeet Singh (info@vempiresolutions.com.au) IP: 120.21.36.26
 COMPLETED	01 / 06 / 2025 22:29:20 UTC	The document has been completed.