**Oxbridge Finance Referrer Terms and Conditions**

This agreement made:

BETWEEN: Oxbridge Money (ABN: 17625405718) (as referred to in item 1 of Schedule 1)

 AND “Referrer” (the party referred to in item 2 of Schedule 1)

THE BORROWER/THE LEDNER: As introduced by the Referrer to the Company or by the Company to the Referrer and nominated in the lending term sheet

RECITALS: Oxbridge Money (“OM”, “Company”) wishes to appoint the Referrer to refer potential borrowers or lenders to Oxbridge on the Terms and contained in this agreement. The clients referred to Oxbridge Money will remain the property of the Referrer and will not be contacted directly or indirectly by Oxbridge Money unless so requested.

IT IS AGREED:

A. Oxbridge Money Pty Ltd (‘Oxbridge Money”) has entered into Agreement to provide lending and financial and consultancy services to the Client for the deals to the Referrer:

## Definitions and interpretations:

**Act** means *Corporations Act 2001* (Cth);

**Company** means Oxbridge Investment Pty Ltd (ACN: 625 405 718) trading as Oxbridge Money (ABN:17625405718)

**Client** means the borrowers of the referrer and all of its and Related Entities.

**Commission Annexure** means the additional Terms and Conditions in accordance with this agreement outlining the commission structure and payment terms for each deal between the Company and Referrer.

**Confidential Information** means all confidential information of the client and Oxbridge Money including, but not limited to:

1. trade secrets and confidential know how of which the Referrer becomes aware or generates (both before and after the day this agreement is signed) in the course of, or in connection with, the Company’s appointment by the Client;
2. all price lists, databases, source codes, methodologies, manuals, artwork, advertising manuals, trade
3. secrets and all financial, accounting, marketing and technical information, customer and supplier lists, know how, technology, operating procedures and other information, used by or relating to Oxbridge Money and its transactions and affairs;
4. all notes and reports incorporating or derived from information referred to in paragraph (a) or (b); and
5. all copies of the information, notes and reports referred to in paragraphs (a)-(c);

**GST** has the meaning given to that term in the GST Act;

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**Licensed** means licensed as a Company by the relevant regulatory licensing authority in the relevant State or Territory in which the Company resides.

**Related Entities** has the meaning given to that expression in the Act;

**Lending Services** includes all of the following:

1. the introduction of borrowers to the Company
2. the introduction of lenders to the Company;

**Services** means the Lending Services and the Consultancy Services.

**Referrer** means a Company or individual approved by the Company (such approval not to be unreasonably withheld) with whom the Company has entered into a sub-agency agreement to provide assistance to the Referrer in fulfilling its duties and obligations to the client.

**Tax Invoice** means a tax invoice or receipt which is in an approved form for GST purposes and contains all the relevant particulars necessary for the Client to obtain a credit of the GST payable on the services supplied by the Referrer in accordance with the *GST Act*;

## Duties the Referrer:

## act in good faith and perform the Services in such a way as to serve the Client and the Company faithfully and diligently to the best of the Referrer’s ability;

## co-operate fully with the Client and any other appointed Company;

## not describe itself as Company or representative of the Client but rather “associated with” or “in partnership” with the company

##  not make any representations, and ensure that its employees, personnel and contractors will not make any representations, to clients or any other parties or give warranties other than those contained in the Termsheet provided to the Referrer by the Client;

## use all reasonable efforts to promote the interests of the Client and the Company and act in the best interests of the Client and the Company and not allow its interests to conflict with the duties that it owes to the Client;

## use all reasonable endeavors to assist in procuring the satisfaction of conditions contained in all conditional contracts between the lender and borrower procured by the Referrer

## comply with all lawful directions and instructions of the Client and the Company;

##  comply with laws applicable to the Services, including ensuring that it is Licensed in accordance with applicable laws;

## Performance of Services

## The Referrer warrants that:

## the Services will be fit for the purpose intended by the Client;

## the Services will be performed in accordance with the terms of this agreement;

## the Referrer will comply with all laws applicable to the Services the Referrer must employ personnel with qualifications and experience appropriate to the performance of the Services.

## In performing the Services, the Referrer must not (without the Client’s prior written approval):

## pledge the credit of the Client in any way;

## amend or agree to the terms of a lending services in any way;

## engage in any conduct which in the opinion of the Client or Company is prejudicial to the Client’s or the Company’s business

## Processing of Contracts and Payment of Commission

## Referrers Payment

## The amount in accordance with the Commission Annexure (Schedule 1) and unless otherwise notified in writing by the Company to the Referrer.

## The Referrer agrees to forward the tax invoice addressed to the Company, as requested at the time for payment to the Company in respect of each transaction that is procured by the Referrer where the Referrer is the effective cause of the transaction as follows:

## Payment terms as per the Commission Annexure for each transaction.

## The obligation to pay the Referrer’s Payment is subject to:

## the presentation of Tax Invoices by the Referrer addressed as requested to the Company;

## and the fulfilment of the Referrer’s obligations under this agreement and

## receipt of the payment by the client to the Company.

## The Client has agreed that if on receiving written direction from the Company and upon the presentation of Tax Invoices by the Company addressed to the Company, the client will pay the monies due under the Referrer's invoice to the Company

## In the event that a Borrower does not settle the transaction for any reason, the Referrer must reimburse to the Company any Referrer’s Payment paid to the Referrer in respect of that transaction and if the Referrer fails to do this then the Company may set off such amounts against any subsequent payments due to the Referrer.

## Confidential Information

## Confidentiality

The Referrer must:

## Use confidential Information solely for the purpose of performing the Services; and

## Not disclose, or permit the disclosure of, Confidential Information to any person without the prior written approval of the Client and the Company.

## It is agreed;

## that each party must at all times treat and must ensure that each member of their respective staff treats all documents received by them as being confidential information.

## that the parties further agree to maintain proper and secure custody of and not to reproduce in any form any of the confidential information unless the other party gives its prior written consent of the law requires the party to do so.

## The provisions of this clause survive the termination of the agreement.

## Exceptions

The Referrer must keep confidential all Confidential Information other than Confidential Information:

## the Referrer is required to disclose in the course of providing the Services;

## that was public knowledge when this agreement was signed or became so at a later date (other than as a result of a breach of confidentiality by the Referrer); or

## that the Referrer is required by law to disclose.

## Notifications

The Referrer must immediately notify the Company of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.

## Assistance

The Referrer must provide assistance reasonably requested by the client and or Company in relation to any proceedings the Client and or the Company may take against any person for unauthorised use, copying or disclosure of Confidential Information.

## Return of Confidential Information

Upon the termination of this agreement, the Referrer will deliver to the Client, Company or its authorised representative without any further demand:

## documents, including any copies of documents, in the Referrer’s possession, custody or control relating in any way to Confidential Information; and

## all other property of the Company or their respective clients and customers.

## Survival

This clause survives expiry or termination of this agreement.

## Intellectual Property Rights

## Assignment

The Referrer:

## presently assigns to the Client and or Company all existing and future Intellectual Property Rights in all inventions, models, designs, drawings, plans, software, reports, proposals and other materials created or generated by the Referrer in the course of the sub Company’s appointment by the Company (whether alone or with the Client, its other managers or contractors) for use in relation to the lending;

## acknowledges that by virtue of this clause all such existing rights are vested in the Client and or Company, on their creation, all such future rights will vest in the Client and or Company.

## Further assurances

The Referrer must do all things reasonably requested by the Company to enable the Company to assure the rights assigned under clause 6.1, including (without limitation):

## perform all acts necessary or desirable to enable the client and or Company to fully use and exploit its Intellectual Property Rights in such materials; and

##  not require the Client and or Company to attribute the Referrer as the author of such materials.

## Survival

This clause survives expiry or termination of this agreement.

## Indemnity

The Referrer indemnifies the Company against any expense, claim, liability and/or loss suffered or incurred by the Company in connection with any of the following:

## the performance of, or failure to perform, the obligations under this agreement by the Referrer its officers, staff, employees or contractors;

## any negligent act or omission by the Referrer or its officers, employees, staff or contractors;

## If the Client or the Company suffers loss or exposure by reason of:

## the performance of, or failure to perform, the obligations under this agreement by the Referrer or its officers, Company’s, employees, or contractors; and

## the rectification by the Client of the position by reason of this performance or failure to perform, then the Client may deduct the amount incurred from a payment due or which becomes due to the Referrer.

## This clause survives expiry or termination of this agreement.

## Exclusivity

## The Company must ensure that it or its representatives, contractors, staff or consultants, do not without prior approval of the Referrer, directly or indirectly approach the client to engage or attempt to engage its services directly and will not use proprietary information relating to the Company contacts for its own purposes. This clause survives expiry or termination of this agreement for a period of twelve (12) months afterwards such expiry or termination.

## Referrers Warranties

## The Referrer warrants that it shall carry out its obligations under this Referrer’s agreement in a proper, prudent and businesslike manner in keeping with the business and professional standards;

## not publicly advertise or market the properties without written consent from the client or Oxbridge Money directors. If the Referrer does not receive prior consent they may forfeit part or all of commissions payable to them in relation to the lending transaction

## use its best endeavors to ensure that information provided to the Company is true, correct and accurate at all relevant times;

## the Referrer is an independent contractor and must pay all of its own marketing costs and expenses including but not limited to salary; wages; commissions; insurance (including worker’s compensation premiums) and shall not make any claim against the Company for any such costs incurred.

## The Referrer acknowledges it shall be liable for any fees claimed by any third party and will at all times keep the Company indemnified in respect of any such claim.

## The Company’s Warranties

## The Company warrants that it shall:

## Conduct its business in a proper, prudent and businesslike manner in keeping with the business and professional standards;

## Not contact a Referrer’s customer or use information obtained from a Referrer’s customer in any report or for any other purpose than in furtherance of any expression of interest submitted to the Company without prior consent of the Referrer.

## Establish and maintain the required insurance with an insurer which is respectable and reputable for the duration of this agreement and provide a copy to the Referrer upon request.

## Work with the Referrer to provide stock, research and resources to assist the Referrer in selling the property. The Company will use its best endeavors to ensure that the information provided to the Referrer is accurate. The Referrer acknowledges that the Company will not be liable for any failure on the part of the referrer to effect actual transaction

## Governing Law

## This document is governed by the laws in force in Queensland.

## Each party irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland and any courts having jurisdiction to hear appeals from these courts.

## Termination

## Either the Company or the Referrer may terminate this agreement, at any time during the term of the agreement, by giving the other party thirty (30) days’ notice in writing.

## Termination of this agreement will be without prejudice to any rights that have already accrued to either of the parties under this agreement.

## For the avoidance of doubt, the Referrer’s Payment will not be payable to the Referrer for any contracts arranged after the date of expiration or termination of this agreement.

## On the expiry or termination of this agreement, the Referrer must:

## immediately cease carrying out the Services:

## deliver up to the Company all materials used in connection with the deal or the Services in its power, possession or control;

## direct any enquiries in respect of the deal from any members of the public directly to the Company without delay.

## This clause survives expiry or termination of this agreement.

## Schedule 1

Item 1: Company Name: Oxbridge Money (ABN: 17625405718)

 ABN/ACN: 616229611/18616229611

Address: Level 13, Citigroup Building, 2 Park Street, Sydney, 2000

Phone: 1300 680 690

Email: admin@oxbridge.money

Item 2: Company/Individual Name:

 ABN/ACN:

Address:

Phone:

Email:

Agreed Commission:

**EXECUTED for and on behalf of Referrer**

Name of Director:

Signature of Director

**EXECUTED for and on behalf of OXBRIDGE MONEY**

Name of Director:

Signature of Director