

performance
mortgages



CREDIT GUIDE

Broking Agreement & Appointment to Act

Version 1.2 - March 2012

CREDIT GUIDE

<p>Broker's details ("we/us")</p> <p>Licensee's name :</p> <p>Contact:</p> <p>Qualifications:</p>	<p>PERFORMANCE MORTGAGES</p> <p>MARK SALMON</p> <p>0414 586 226 mark@performancemortgages.com.au</p> <p>Australian Credit Licence number: 394490</p> <p>BHMS(ed)</p> <p>Diploma of Financial Services (Finance/Mortgage Broking)</p> <p>MFAA Approved Broker</p>
<p>Nature and range of services</p>	<p>We will help you choose a loan which is suitable for your purposes.</p> <p>We will provide you with information on a range of lenders and loans. Once you have chosen a loan that is suitable for you, we will help you obtain an approval.</p> <p>OR if you have already chosen a lender and a loan, we will assist you obtain an approval.</p>
<p>List of panel lenders</p>	<p>We source loans from a panel of lenders. A copy of the list of lenders can be supplied upon request. Subject to meeting the lender's credit criteria, we are able to obtain credit for you from these lenders. These lenders do not necessarily represent all the lenders who offer credit of the nature you seek.</p>
<p>Fees payable by you</p>	<p>We do not charge you for our services as we are paid a commission by the lender. However, you may need to pay the lender's fees that are applicable to your loan such as annual package fee.</p>

How are we paid?	<p>Lenders/funders pay commissions for arranging loans. The range of commissions is:</p> <p><i>Upfront (ie payable on settlement):</i> 0.3% to 0.65 % of the loan amount</p> <p><i>Trail (ie payable throughout the term of the loan):</i> 0 % per annum to 0.35 % per annum of the loan balance.</p> <p>You should ask if you want to know where in this range the proposed lender (once selected) sits.</p>
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All fees do not include any GST payable in respect of the service.

1. Before you accept your loan offer, make sure you read the credit contract/loan agreement carefully to find full details of the loan. **Warning:** You should check the loan agreement/credit contract to ensure that the terms of the loan do not vary from what you require. If they do, inform us immediately so that we can assist you.
2. If you have any complaints about our services, contact us. If we are unable to resolve your problem, you may contact our external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Our external dispute resolution provider is COSL (Credit Ombudsmen Services Limited) phone 1800 138 422, www.cosl.com.au
3. We represent lenders and have obligations to them, in particular not to provide any information we know is misleading or deceptive. We also have obligations under the law to report any fraud, forgery, or other illegal activities. By signing this agreement you confirm that you understand that we have these obligations to the lender and under the law. If you have any questions about our role, ask before you sign.
4. We are required to ensure that the finance we arrange for you is appropriate. Accordingly we will make reasonable enquiries in relation to your needs, objectives, and financial circumstances.
Warning: The proposed loan arrangements will be based on the products available from our panel lenders and the information provided by you. If the information you provide is incomplete or inaccurate, before entering the loan you should consider its appropriateness having regard to your relevant personal circumstances and if necessary seek independent financial advice.
5. We do not provide legal or financial advice unless specified in a separate contract. Accordingly, it is important you ensure you understand your legal obligations under the loan, and the financial consequences. If you have any doubts, you should obtain independent legal and financial advice before you enter the loan contract.
6. We do not determine or recommend the conditions of the credit contract (such as interest rates, fees, or the term of the loan). We and nobody else will receive any financial or other benefit or have any other interest or relationship which could reasonably be expected to influence our recommendation other than as disclosed in this agreement.
7. We undertake to inform you if, after recommending a particular product and prior to you entering into a contract for that product:

- (a) the commission payments differ from those described in this agreement;
- (b) if we determine or recommend conditions of the credit contract, the effect of any such condition on the amount of commission we receive from our panel lenders/ funders;
- (c) any other person will receive any benefit if that person could reasonably be expected to influence our recommendation; and
- (d) any interests or relationships we have that could reasonably be expected to influence our recommendation.

Privacy disclosure statement and consent

We are collecting personal information about you to provide you with our broking services. The information is required to assist you in preparing the loan application and locating an appropriate lender. If your information is not provided we may not be able to find a loan for you.

Unless you tell us not to, we may use your information to provide you with offers or information of other goods or services we or a third party can provide you with.

We may disclose your information to other organisations to help us provide our services and arrange the loan. The types of organisations we may disclose your information to include lenders, mortgage insurers, other mortgage intermediaries, valuers, and other organisations which assist us (such as printers, mailing houses, lawyers, and accountants).

In addition, we may disclose your personal information to any other organisation that may wish to, or has acquired, an interest in your loan, or in our business.

You can gain access to the information we hold about you by contacting us at the above address.

You agree that we may collect and use your personal information as specified above.

By signing this document you agree to its terms. It forms a legal contract between us. If you have any questions, ask before you sign.

We look forward to providing exceptional service.

Borrowers Please Note

If you repay your loan early you may have to pay fees. Before you sign your loan contract, make sure you understand what fees are payable on early repayment, as sometimes these fees are quite large.

***Examples:* If you take out a fixed rate loan, break cost fees may be payable. For all loan types, loan repayment fees or deferred (postponed) establishment fees may be payable. There may also be other fees such as a discharge fee and legal fees. ASK IF YOU WANT MORE DETAILS**

Borrower 1

Signature

Print full name

Date _____

Borrower 2

Signature

Print full name

Date _____