



Zhen Building, Suite 306, 33 Lexington Drive,  
Norwest Business Park, Baulkham Hills, NSW, 2153  
PO Box 6139, Baulkham Hills BC 2153  
P 1300 785678 F 8882 7216



PARAMOUNT  
LEASING

## Introducer Lease Agreement Paramount



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## PARAMOUNT PTY LTD LEASING INTRODUCER AGREEMENT

### ADVISER DETAILS

<b>Introducer ID#</b>												
<b>Trading Name:</b>												
<b>Australian Credit Registration/ Australian Credit Licence Number</b>												
<b>Aggregator:</b>												
<b>ABN:</b>												
<b>Type (Tick One):</b>	Company <input type="checkbox"/>			Partnership <input type="checkbox"/>				Sole Trader <input type="checkbox"/>				
<b>Trading Address:</b>												
<b>Mailing Address:</b>												
<b>Telephone:</b>							<b>Fax:</b>					
<b>Mobile:</b>							<b>Email:</b>					
<b>Have you Dealt with Paramount Pty Ltd in the past?</b>	<b>YES:</b>						<b>NO:</b>					

### DETAILS OF DIRECTORS / OWNERS / PROPRIETOR

Type (Tick One):	Director/s	Principal/s		
Name:	Address:	DOB:	Mobile:	

### BANKING ACCOUNT DETAILS (For Brokerage Commission Payments)

<b>BSB:</b>	
<b>Account Number:</b>	
<b>Branch:</b>	
<b>Bank:</b>	
<b>Name:</b>	



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## **Introducer Agreement Checklist**

1. Fully Completed agreement
2. Copy of current valid PI Insurance Certificate
3. MFAA Membership Certificate or FBAA + Clean Police Check
4. ABN / Business registration details
5. AML Certificate
6. Copy of Certificate IV in Financial Services ( Finance/Mortgage Broking)
7. Contact details (including Mobile, work, fax, e-mail, website) for submission of deals / payment of commissions
8. Bank Account Details for receipt of commission payments
9. If applicable, Aggregator Details, Aggregator membership certificate or any other acceptable proof
10. 100 Point ID



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### 1.0 INTRODUCERS OBLIGATIONS

#### 1.1 The Introducer agrees:

- (i) To comply with all reasonable policies and procedures issued from time to time by Paramount Pty Ltd (ABN 53 129 373 646) in relation to the discharge of the Introducer's functions under this appointment. Without limiting the generality of this requirement and where applicable, in relation to the proper completion of applications and other documents and the remitting of monies received on behalf of Paramount Pty Ltd or lenders;
- (ii) To comply with all applicable laws and regulations and not to do (or omit to do) anything whereby Paramount Pty Ltd could be rendered liable to any claims, legal proceedings, prosecutions or governmental intervention;
- (iii) Not to engage in misleading deceptive or negligent conduct or practices in relation to the promotion and sale of the Leasing processing Service and or product, but to always act in an ethical, honest proper manner;
- (iv) To disclose to all persons wishing to acquire any product or Service that the Introducer is an agent for Paramount Pty Ltd and where required by law, will disclose that the Introducer will receive a commission from Paramount Pty Ltd. This shall not affect the Introducer's right to charge a fee to the customer in respect of any Service provided to the customer;
- (v) Not to publish whether at the Introducer's own expense or otherwise, any advertisement or other marketing materials relating to Paramount Pty Ltd or its service lenders, their business or products without the prior written consent of Paramount Pty Ltd ;
- (vi) Not to alter marketing material and any of the documentation supplied by Paramount Pty Ltd and to return it to Paramount Pty Ltd upon termination of this appointment or upon request;
- (vii) To hold all marketing material and any of the documentation supplied by Paramount Pty Ltd as the property of Paramount Pty Ltd and to return it to Paramount Pty Ltd upon termination of this appointment or upon request;
- (viii) Not to purport or attempt to pledge the credit of any lender or Paramount Pty Ltd, incur expenses on Paramount Pty Ltd's behalf, or otherwise purport or attempt to bind Paramount Pty Ltd or its lending product providers to the acceptance of an application or an alteration to the terms and conditions of any product;
- (ix) To maintain appropriate records, relating to the provision of the services under this appointment including but not limited to accounting and financial records and make them available to Paramount Pty Ltd upon request; and
- (x) To ensure that any authorized representative of the Introducer who performs any function of the Introducer under this appointment shall also comply with the obligation set out under this appointment.



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- 1.2 The Introducer acknowledges that unless specifically disclosed to Paramount Pty Ltd or its lending service providers, by the borrowers in writing, Paramount Pty Ltd has no knowledge as to the intended use of any funds provided under any product referred to in the First Schedule.
- 1.3 The Introducer indemnifies Paramount Pty Ltd against any and all claims made against, or liabilities incurred by Paramount Pty Ltd that arise as a consequence of the Introducer breaking a provision of this appointment.
- 1.4 The Paramount Pty Ltd indemnifies the Introducer against any and all claims made against, or liabilities incurred by the introducer that arise as a consequence of the Introducer breaking a provision of this appointment.

### 2.0 COMMISSION

- 2.1 Paramount Pty Ltd may vary any of those terms set out in the First Schedule. Paramount Pty Ltd may vary any of these terms by giving the Introducer 7 days notice in writing. A variation will not affect the Introducer's right to commission, which has already accrued.
- 2.2 All commission paid on an upfront basis is subject to clawback if the Lease is paid out within six months of settlement date.

### 3.0 CONFIDENTIAL INFORMATION

- 3.1 "Confidential Information" means the following information, regardless of its form or whether the Introducer becomes aware of it before or after the date of this appointment;

- (i) All Confidential Information being information which is not generally disclosed to the public, (including without limitation, trade secrets, network, communications and technology information) relating to Paramount Pty Ltd (or any of its related companies);

Except as permitted under clause 4.1 the Introducer, must keep Confidential, all Confidential Information; and

May disclose the Confidential Information only to officers, employees, advisers or agents of the Introducer who reasonably require access and;

- (a) Have a need to know in order for the Introducer to perform its obligations under this Appointment (and only to the extent that each has a need to know); and
- (b) Are aware and agree that the Confidential Information must be kept Confidential and the Introducer must ensure that each officer, Employee, adviser, or agent of the Introducer requiring access to any Confidential Information makes an undertaking in writing not to access, use, disclose or retain Confidential Information except for the purpose of this Appointment



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- 3.2 The Introducer must take all reasonable measures to ensure that Confidential Information held in connection with this appointment is protected against loss, and against unauthorised access, use, modification, disclosure or other misuse and that only authorized personnel have access to Confidential Information.
- 3.3 The Introducer must immediately notify Paramount Pty Ltd where the Introducer becomes aware of a breach of this clause.
- 3.4 On termination of this appointment, the Introducer must return to Paramount Pty Ltd :
- (i) All Confidential Information in material form; and
  - (ii) Those parts of all notes and other records based on or incorporating confidential information.
- 3.5 The parties agree that this clause 3 and the obligation of Confidentiality imposed by this clause survive the termination of this appointment.
- 3.6 For the purpose of this clause. "Personal Information" has the same meaning as set out in Section o6 of the "Privacy Act" 1988 (as amended)

Paramount Leasing Pty Ltd acknowledges that the Introducer is acting on behalf of, and under consent from , the customer in providing application and that any Personal Information provided by the Introducer to Paramount Pty Ltd in the curse of such application will be managed and treated by Paramount Pty Ltd in strict accordance with the Privacy Act 1988(as amended)

Paramount Pty Ltd agrees to indemnify and keep indemnified the Introducer against, and must pay the Introducer on demand the amount of, all losses, Liabilities, costs (including any legal costs) expenses and damages incurred or arising in connection with the failure of Paramount Pty Ltd to appropriately manager the customers' Personal Information provided by the Introducer.

#### 4.0 OTHER

- 4.1 The relationship between Paramount Pty Ltd and the Introducer shall be that of principal and agent only. This is a non-exclusive agency and nothing in the appointment will restrict the right of the Introducer to act as an agent or the introducer of business in any capacity for any other financial services organization. The Introducer shall not represent otherwise and shall not represent that they have authority beyond what they are authorized to do.
- 4.2 This document (including any schedules) contains all of the terms relating to the Introducer's appointment, Paramount Pty Ltd may vary any of the terms of this appointment by giving the Introducer 7 days notice in writing. If the Introducer does not accept any variation imposed the agreement will be terminated immediately
- 4.3 This appointment cannot be assigned by the Introducer without the consent of Paramount Pty Ltd. Should there be a material change in the ownership or control of the Introducer, then the Introducer shall within 7 days of the change provide written notice to Paramount Pty Ltd giving details of the change. This provision does not however extend to any changes in shareholding in any company that



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wholly owns the shares in the Introducer (the “Holding Company”) whilst the Holding Company is listed on the Australian Stock Exchange.

- 4.4 Paramount Pty Ltd has appointed the Introducer on the basis of the information disclosed in the “Introducer Accreditation Application”.
- 4.5 All notices shall be in writing and signed by a duly authorised person. Notices may be served by hand, mail or facsimile.
- 4.6 The Introducer undertakes that they will not hire, nor in any way attempt to hire, directly or indirectly, staff members of Paramount Pty Ltd, nor any other related companies.
- 4.7 The Introducer understands and agrees that this agreement will be immediately terminated should the Introducers associates act in a fraudulent manner with or in any regard to business as conducted with Paramount Pty Ltd.
- 4.8 The practice of churning is unacceptable to Paramount Pty Ltd should the Introducer engage in churning the Introducer will be considered in breach of this Agreement



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**EXECUTED BY THE INTRODUCER**

The Introducer accepts this appointment and agrees to the terms and conditions contained in this appointment. The person this document warrants that they are duly authorised by the Introducer to accept the appointment.

**Signed for and on behalf of:**

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>COMPANY NAME</b>	<b>DATE</b>	<b>WITNESS</b>	<b>DATE</b>
<input type="text"/>		<input type="text"/>	
<b>SIGNATURE</b>		<b>PRINT NAME</b>	
<input type="text"/>			
<b>PRINT NAME</b>			

**EXECUTED BY PARAMOUNT PTY LTD**

**(Signed for and on behalf of Paramount Pty Ltd)**

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>SIGNATURE</b>	<b>DATE</b>	<b>SIGNATURE WITNESS</b>	<b>DATE</b>
<input type="text"/>		<input type="text"/>	
Sean White		<b>PRINT NAME</b>	
<b>PRINT NAME</b>			



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**APPENDIX A - Schedule of Commissions**

**Product: All Leasing & Leaseback Products**

**All Standard Paramount Pty Ltd & Leaseback Products listed below as of date of this agreement. All future products are also covered by this agreement, unless, otherwise notified by Paramount Pty Ltd.**

<b>PRODUCTS</b>	<b>Aggregators (paid to Aggregators)</b>
	<b>Upfront Commissions (%of Loan Amount)</b>
<b>Paramount Lo-Doc Leasing &amp; Leaseback</b>	<b>Up to 3%</b>
<b>Paramount Lo Doc Equipment</b>	<b>Up to 3%</b>
<b>Paramount Full Doc Paid Defaults</b>	<b>Up to 3%</b>
<b>Paramount Full Doc Equipment</b>	<b>Up To 3%</b>
<b>Paramount Full Doc Motor Vehicle</b>	<b>Up to 3%</b>
<b>Paramount Full Doc Marine, Motors, Bikes and Jet Ski's</b>	<b>Up to 3%</b>
<b>Paramount Lo Doc Doc Marine, Motors, Bikes and Jet Ski's</b>	<b>Up to 3%</b>

 Plus G.ST. All commissions are subject to GST.



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To: Paramount Pty Ltd Fax: (02) 8882 7216

From:

RE: Bank Account for Commissions

Please credit the following Bank account with my commissions
Name of Account:
Name of Bank:
Account Number: BSB:

Recipient Created Tax Invoice Agreement

This agreement is made between

Paramount Pty Ltd (the recipient) and

The supplier agrees that

- a) It cannot issue a tax invoice in respect of the supplies
b) It is registered for GST when it enters into this agreement and will notify the recipient if it ceases to be registered.
c) Its ABN is

The recipient agrees that;

- a) It will issue tax invoices in respect of the supplies
b) It is registered for GST when it enters into this agreement and will notify the supplier if it ceases to be registered or ceases to satisfy requirements of GSTR 2000/10;
c) Its ABN is 53 129 373 646
d) It indemnifies the supplier for any liability for GST and penalty that may arise from an understatement of the GST payable as a result of an error by the recipient on any supply for which issues Recipient Created Tax Invoice

The above terms are modified in accordance with current GST law and Tax Ruling as required for the insurance of Recipient Created Tax Invoice from time to time.

For and on behalf of Paramount Pty Ltd

For and on behalf of

Name: Sean White

Name: \_\_\_\_\_

Signed in the presence of

Signed in the Presence of

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_