

LETTER OF APPOINTMENT and DISCLOSURE

The Finance Brokers Control Act 1975 and Finance Brokers Control (Code of Conduct) regulations 2007.



TO: Aussie Car Loans Pty Ltd "The Broker"

ACN/ABN: 36 077 683 820

W.A. Broker License No. FB4921

Business Address: 68 Commercial Drive Shailer Park Qld 4128

Name of Representative: Julian Cavanagh W.A. Broker license No. FB4847

Business Address: 68 Commercial Drive Shailer Park Qld 4128

Contact Number/s 1300767575 email address julian@aussiecarloans.com.au

FROM:

Client/Borrower (1) _____

Address: _____

Client/Borrower (2) _____

Address: _____

N.B. for additional Borrowers use additional front page and number it page/s 1a and so on:

Terms of Appointment

I/We, the above named Client(s) hereby appoint "The Broker" or its appointed representative to negotiate credit and prepare an application for a loan or credit facility on my/our behalf for presentation to appropriate Lenders. "The Broker" is to use his or her best endeavors to obtain finance in accordance with my/our instructions in a timely manner. The term of this Appointment is thirty (30) days from the date of this Appointment and unless extended by me/us, this appointment will automatically lapse. "The Broker" acknowledges that he or she has not commenced negotiating credit on my/our behalf before the date of this Appointment.

I/We agree:

- to provide any further documentation or information which may be required by "The Broker", any Lender/Credit Provider or Credit Reporting Agency to assist in assessment of the application or to satisfy any pre-settlement conditions;
- to sign all necessary documentation (after a reasonable request);
- to pay all or any fees, Costs and Charges as set out in the Schedule and consent to the payment to, and receipt by "The Broker" of the commission/s contemplated by this Appointment; and
- that if the finance offered or costs, vary from that as set out in the Schedule, but is acceptable to me/us for the Application to proceed it will be deemed to be varied accordingly and that "The Broker's" entitlement to any Brokerage fee will remain due and payable in accordance with the stated amount or formula as advised. (Subject of course to section 8.11 of the West Australian Finance Brokers Control Act 1975 and (Code of Conduct) regulation 2007

Notice of Disclosure

(In accordance with the Western Australian Finance Brokers Control Act 1975 and (Code of Conduct) regulation 2007

Whereas I/We have indicated my/our intention to appoint "The Broker" to arrange a loan for me/us.

Please take notice that "The Broker" has been appointed to act for the above clients and the said "Broker" is to receive a fee, commission, or financial rewards from the nominated Financial Institution in connection with this loan and **may choose to pay part of this commission/fee to a third party referrer or sub-originator** which is solely at the discretion of

"The Broker". Such appointment could possibly give rise to some conflict of interest and I/we acknowledge that I/we are entitled to appoint another broker to negotiate the loan for me/us if I/we so desire.

I/We acknowledge that:

- "The Broker's" recommendations will be drawn from the list of potential Lenders set-out in the attached "lenders List and Commission Scales" and the Lender's shown may not include all Lenders who offer loans of the nature of the credit sought; and
- subject to me/us meeting the Lenders' credit criteria, "The Broker" should be able to obtain credit for me/us from one of the panel Lenders listed on the attached schedule.

This Appointment to Act further authorises "The Broker" to:

1. Disclose credit information to any joint borrower with me/us and/or guarantor;
2. Provide any information about myself/ourselves to any other broker employee or associate in regard to providing any other financial or insurance services.
3. To pay a referral fee to the person or organisation that referred me to "The Broker".
4. To include my/our personal particulars on "The Broker" database for the purpose of mail and telemarketing.
5. To disclose my/our particulars - name and contact details for forwarding to an insurance consultant for the purpose of contacting me to review my existing insurance cover.
6. To obtain any information, in writing, from my/our employer/accountant with regards to my/our employment circumstances and status including information concerning my/our relevant remuneration / income details.

No other disclosure or use of the credit information is authorised or permitted.

Withdrawal by Client after unconditional approval

In the event I/We decide not to take up a loan after it is unconditionally approved in accordance with the attached Schedule, (or any variation of the Schedule that I/we confirmed is acceptable to me/us): I/We agree to pay a Withdrawal fee calculated on an hours expended basis of \$ _____ per hour, out of pocket expenses incurred on my/our behalf in lieu of the Brokerage fee set out in the attached Schedule.

Initial _____ Initial _____

Indicative Rates and Fixed Rate Loans / Fixed Rate Loans Lock In Facility.

Products and Commission Scales shown on my/our application are indicative as at the date of my application and may differ from the interest rate shown in the loan offer documents.

Comparison Rate Compliance

"The Broker" representative has complied with the legislative requirements required under the UCCC by providing me/us with a comparison rate schedule for the lender and product to which I/we are making my/our loan application. He/She has also made available to me/us a further five comparison rate schedules of the broker's prime lenders. He/She has also explained the comparison rate to my/our satisfaction. All of the comparison rate schedules were not more than seven days old at the time of application and were the most recent schedules available from the lenders.

Refinancing a Current Loan or seeking a Further Advance

I/We acknowledge that I/We have been cautioned that any new loan facility or further advance sought may increase our financial commitments and or the total interest charges and independent financial advice should be sought before proceeding.

"The Broker" representative has exercised his/her duty of care in recommending I/we seek professional advice in regards to insurance products such as Consumer Credit Protection Insurance. I/we fully understand that it is my/our responsibility to maintain loan repayments and that insurance advice should be sought.

Recommendation to Independent Financial Advice

"The Broker" and its representatives are not licensed to provide financial or taxation advice. We recommend you consult your Accountant, Solicitor, Taxation Department, Investment Adviser or any other licensed person in respect to the financial implications of this application for finance.

Please Note:

The proposed loan application has been based on lenders canvassed and the information provided by you the "Applicant/s". You should consider the appropriateness having regards to your personal and financial circumstances and should seek independent financial advice if you have doubts.

I/We certify that as part of any discussion concerning my/our finance application with "The Broker" and/ or their authorised representative, I/we have only been provided with general advice or opinion on relevant Insurance Products.

PRIVACY INFORMATION AND AUTHORISATION

Authority To An Agent/Broker To Obtain Information From Another Party

In accordance with S18N(1)(g), (a) of the Privacy Act 1988 ('Act') I/we authorise "The Broker" ('my agent') to obtain from any credit reporting agency or bank, a credit report on me/us or information derived from a credit report or other information concerning my/our credit worthiness, credit standing, credit history and credit capacity ('Credit Information') for the sole purpose of furthering my/our application for finance ('Application').

Collection of Personal Information

"The Broker" collects and stores personal information (including clients full names, addresses, contact details as well as some credit information). Where necessary "The Broker" also collects the same information on individuals such as Company Directors and officers (where the company is our client).

"The Broker" Collects this Information

"The Broker" as part of its commitment to service may contact me/us from time to time for the purpose of confirming:

- To ensure that I/we are kept adequately informed about the progress of my/our finance application
- Product satisfaction
- Service satisfaction
- Introduce and offer new products and services.
- Update my/our information
- For billing and other administrative charges

You Need To Provide Accurate And Relevant Information

Accurate and complete information will allow "The Broker" to assist me/us with the products or services I/we require.

Disclosure Of Personal Information and Acces

Other than for purposes of submitting my/our loan application to lenders, approved by me/us, "The Broker" may provide such information to:

- Organisations to whom "The Broker" may outsource certain functions such as Insurance Companies or Insurance Agents.
- I/We may (subject to permitted exceptions) access my/our information by contacting "The Broker" at his registered business address during normal business hours.
- The Broker" will require personal presentation of appropriate identification before it will release personal information to maintain confidentiality. Under no circumstances will personal information be given to you via a telephone enquiry.

Declaration as to Information Supplied and Consent to Proceed

My/our signature/s below indicates my/our full understanding of the contents of this Letter of Appointment and Disclosure document and declare that all information supplied by me/us in relation to this and any related loan application is complete, true and correct and no information that might be of material concern to any Lender in considering the application has been knowingly withheld.

I/We acknowledge receiving a copy of this Appointment to Act, once signed and before "The Broker" has commenced negotiating consumer credit on my/our behalf. I/we understand that I/we can only revoke my/our consent by notifying "The Broker" or its authorized representative in writing.

Client/s signature/s _____ Date / /

Client/s signature/s _____ Date / /

SCHEDULE : Loan Terms

Loan Amount (maximum loan amount sought):\$ **Refinance or Purchase** **Balloon if any**.....

Term (if a fixed term): _____

Maximum Annual Interest Rate: %pa _ Variable _ Fixed

Repayments: (1) Periodic repayments: up to \$ _____per _week _fortnight _month (A higher rate may apply if the loan is in default. If there is a general increase in market interest rates and the interest rate is a variable rate then the repayments will be correspondingly increased)

Security:

Security provided:_____ (Car,Boat,Truck,Bike, Unsecured Personal Loan etc.)

Where Security is situated,_____ (supplier)

Loan type: _____

Loan purpose (personal or business/investment):_____

Requested settlement date / / Date finance is required / /

Fees & Charges payable by Client/s:

(1) Brokerage fee: payable to "The Broker" after Lender's final decision to provide loan sought: (Y/N) \$ _____

(2) Credit application fees: Y/N Included in Net amount Financed Y/N
\$ _____

Upfront and/or trailing commission payable by the Lender to "The Broker" and associated entity payments or rewards:

(1) **Lenders' Commission:**Lender commission (or other benefit) from potential Lenders:

Amount: (calculated at % of the loan amount) \$ _____

Or method of calculating amount:_____

2) **Lenders' ongoing trail commission:**

Lender trail commission from potential Lender: % _____ (frequency)

3) **Share of Commission payable to third party Referrer:**

Name of Referrer.....Amount. \$.....%.....

4) **Share of Commission payable to Sub-originator:**

Name of Sub-originator.....Amount \$.....%.....

Client/s signature/s _____ Date / / 2007

Client/s signature/s _____ Date / / 2007

N.B. Fees and Commissions paid to a Finance Broker in Western Australia are as those set out in Maximum Remuneration Schedule (MRS) - the schedule of maximum amounts of remuneration fixed from time to time under section 44(1) of the FINANCE BROKERS CONTROL ACT 1975

N.B. The following must all be read in conjunction:

a) **Letter of Appointment and Disclosure: (All pages to be signed or initialed)**

b)"The Broker Profile" Document:

c) **Potential Lenders List and Commissions Schedule:**

Initial _____ **Initial** _____

FINANCE BROKER PROFILE OR GUIDE

FB Licence No: FB4921

This guide has been designed to provide you with information regarding who we are, the services we provide, how we are paid and what you can do if you have a complaint. Please ask if you require any additional information or clarification.

Who is "The Broker"

Aussie Car Loans Pty Ltd ABN:36 077683 820

We operate from:68 Commercial Drive, Shailer Park, Queensland 4128

Our Perth Office is: c/- Butcher, Paull & Calder Solicitors, Level 8, 213 Adelaide Terrace, Perth
(service of notices only)

Services we provide.

We are able to facilitate a large variety of loans that include the following:
Personal Loans, Chattel Secured Loans, Hire Purchase Loans, Leasing Finance, Rental Finance

For:

CARS, BOATS, MOTORCYCLES, TRUCKS, OFFICE EQUIPMENT, MACHINERY AND HEAVY EQUIPMENT

We maintain a list of approved lender products to enable our consultants to present you with lending options suitable for your needs and finance objectives. Due to the variety of finance options available, this means we provide you with a choice of lending institutions to satisfy your needs and or options.

"The Broker"

"The Broker" is a Licensed Finance Broking business in Western Australia and our Finance brokers License number is FB4921. We are an Accredited member of the Finance Brokers Association of Australia Ltd.(FBAA) and all our advisers are accredited with the FBAA or a like recognised industry association. All consultants meet training, professional qualifications and competency standards required to perform their work requirements. Our representatives are fully trained to regulatory standards and maintain their competencies through continual professional development. (CPD)

Responsibility of Conduct

Your Finance Consultant may act as either as a contractor or employee for "The Broker". As an employee of "The Broker", they are responsible to you for any finance product option provided to you that they may believe will meet your needs. Contractors to "The Broker" offer the same services and carry their own Professional Indemnity Insurance and are also monitored by the principal of "The Broker".

Suitability of Loans to Finance Objectives

Should you so desire we will find out and discuss with you your individual finance situation, objectives and borrowing needs before we determine which of our loans products we would recommend to you. Alternatively, you may simply wish to apply for a loan, which you have already selected. In such cases, we will not enquire about you needs and objectives, but rather issue you a simpler nil recommendation statement. We will, in such cases, proceed directly to the application process once the nil recommendation statement has been signed by all associated with the transaction.

We generally expect a decision for Car, Personal and Equipment Finance within 24hours. Often approvals are sooner however in some instances approvals may take longer due to unforeseen circumstances or events.

Notice of Disclosure.

Please take note that "The Broker" may receive fees, commissions, Loan volume over rides or other financial rewards from the nominated Financial Institution in connection with this loan and may choose to pay part of this

commission/fee to a third party referrer, which is solely the discretion of "The Broker".

Be advised it is your right to ask "The Broker" and or their representative the role and identity of any third party or associate and the amount payable to such party.

Be advised it is your right to ask "The Broker" where the chosen lender sits in relationship to other lenders regarding their payment of fees, commissions, and loan volume over rides or other financial rewards "The Broker" initially receives all commission and or any fee for service amounts and may subsequently split these amounts with other parties.. "The Broker" will disclose the manner in which the commissions and fees are split between "The Broker", his representative and or any Referring Party where applicable.

Be advised appointing Aussie Car Loans to act on your behalf could possibly give rise to conflict of interest and we acknowledge that you are entitled to appoint another broker to negotiate the loan for you if you so desire.

Commitment

"The Broker" Representative and "The Broker" are committed to providing lending product services to you efficiently, honestly and fairly.

Complaints

Should you have a complaint or are unhappy about the service we provide, the following steps or avenues are available to you.

1 FIRST STEP

Most complaints arise from miscommunication and can usually be fixed quickly, so please contact your "The Broker" representative initially and tell them about your concerns.

2 Next step

If the issue is **NOT** resolved to your satisfaction within five (5) working days, please contact the Director, Aussie Car Loans Pty Ltd or put your complaint in writing.

Our contact details are as follows:

Ph: 07 38025900

Fax: 07 38013533

Postal Address: P.O.Box 3885 Loganholme Qld 4129

Email: julian@aussiecarloans.com.au

We have our own internal complaints process and hope to assist you to resolve your complaint quickly and fairly.

3 Third Avenue available

If you believe you have not received a satisfactory outcome, you may at no cost to you, contact or lodge a written complaint with our industry association:

Finance Brokers Association of Australia Limited.

National Office

Office Address: Unit 3, 31 Thompson St, Bowen Hills, QLD, 4006

Postal Address: P.O.Box 272 ALBION B.C. QLD 4010

Ph: 07 3252 0120 Fax: 07 3252 0140

Email: info@fbaa.com.au

4 After above three steps are exhausted

You may also lodge a complaint concerning your loan transaction with the Western Australian Commissioner for Consumer Protection.

Ph: 1300 136 237

Distribution of this "Broker Profile or Guide" by an Authorised Representative of Aussie Car Loans detailed above has been approved by "The broker". West Australian Finance Brokers License Number FB4921.

N.B. This document, the "Finance Broker Profile or Guide", must be handed to all parties to the loan and should be read in conjunction with "The Broker" Letter of Appointment and Disclosure document and Lender List and Commissions Scale.



AUSSIE CAR LOANS PTY LTD

Lender List and Commission Scales

*The Finance Brokers Control Act 1975 and Finance Brokers Control (Code of Conduct) regulations
2007*

As at: 7th August 2008

Hire Purchase, Chattel Security Loans, Personal and Equipment rates etc

Lenders	% of net amount financed	Trail	BROKERAGE
GE MONEY, level 3 3572 Swan St Richmond Vic	from 0.15% to Max 8.0%	NIL	Can be included optional
CAPITAL FINANCE level 10, 127 Creek Street, Brisbane Qld	from 0.15% to Max 8.0%	NIL	Can be include optional
ESANDA level 10, 1 Rider Blvd Rhodes NSW	From 0.65% to Max 8.0%	NIL	Optional
ANZ cnr Carol Ave & Pacific Hwy Springwood Qld			Max 8% to cap \$880.00
ST GEORGE level 3, 75 George St Paramatta NSW		Unascertainable 0.25%	Max 8% to cap \$990
Liberty/Secure Funding P/L level 16, 535 Bourke St Melbourne Vic	From 0.5% to Max 8.0%	NIL	Can be included optional
AMF 1/373 Bay Street Port Melbourne Vic 3000	From 0.5% to Max 8.0%	NIL	
Express Fund level 5, 446 Collins Street Melbourne Vic			Max 8%

Commission rates are excluding GST and are the maximum payable by the relevant lender

- These rates are indicative as at the date shown on the document.
Some lenders have claw back of commissions paid where a loan is discharged early.
- * Trail commission is calculated on the outstanding of total portfolio loan balances and is paid monthly in arrears.
- * Brokerage fee may be either a percentage of the loan amount or a flat fee.
- The rates have been prepared from information supplied by the lenders and hence are subject to change.
- While every attempt has been made to provide you with the correct information "The Broker", its employees, contractors and Directors accept no responsibility or liability for the above information.

I/we acknowledge that we have been shown the Lender list and the commission's payable by each lender.

Signature- Borrower 1.....

Date / /

Signature- Borrower 2.....

Date / /

N.B. This Lenders List and Commission Scales must be read in conjunction with

The Letter of Appointment and Disclosure:
and
The Finance Broker Profile Guide: