Referrer Agreement

This Referrer Agreement ("Agreement") is made and entered into on this ___ day of _____, 20___, by and between:

Poseidon Finance Pty Ltd
ABN: 93 686 108 707
Address: Suite 202/37 Barrack St, Perth, Western Australia, 6000
Email: info@poseidonfinance.com.au
(hereinafter referred to as the "Company")

AND

Referrer Name: _____
ABN (if applicable): _____
Address: _____
Contact Number: _____
(hereinafter referred to as the "Referrer")

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish the terms and conditions under which the Referrer will introduce potential clients to the Company for the purpose of obtaining commercial mortgage loans. The Company agrees to pay the Referrer a commission for successful loan settlements as outlined in this Agreement.

2. REFERRER'S OBLIGATIONS

The Referrer agrees to:
1. Introduce potential clients to the Company who may require commercial mortgage loans.
2. Provide accurate and truthful information about the referred clients.
3. Comply with all applicable laws, regulations, and industry standards in the course of their referral activities.
4. Perform a 100-point ID check for all referred clients to ensure compliance with the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) Act 2006 and Verification of Identity (VOI) and Know Your Client (KYC) requirements.

- The Referrer must retain copies of the identification documents and provide them to the Company upon request.

5. Acknowledge that the Company will contact the referred client directly to process the loan application. The Referrer agrees that this direct contact is necessary for the Company to fulfill its obligations and process the loan.

6. Retain the referred client as their client for the lifetime of the introduction. However, if the Referrer does not permit the Company to contact the client directly, the Company reserves the right to decline or terminate the loan application process.

7. Assist the Company with the collection of any required information, including but not limited to:

- Signing of the loan application form.
- Signing of the Privacy Act consent form.
- Signing of any forthcoming documents, including letters of offer, term sheets, or loan approvals.
- Facilitating the signing of mortgage documents, which may include providing the solicitor's contact information or assisting the client in coordinating with their solicitor.

8. Provide a valid tax invoice to the Company for the agreed commission (broker/referrer fee) prior to settlement. The commission will not be paid until the tax invoice is received.

3. COMPANY'S OBLIGATIONS

The Company agrees to:

1. Assess and process the referred clients' loan applications in accordance with its standard procedures.

2. Pay the Referrer a commission of 30% of the net brokerage fee received by the Company upon the successful settlement of a referred loan.

3. Provide timely updates to the Referrer regarding the status of referred clients, where appropriate.

4. Ensure that the referred client remains the Referrer's client for the lifetime of the introduction, except where the Referrer breaches this Agreement or fails to comply with its obligations.

4. COMMISSION PAYMENT TERMS

1. The commission will be calculated as 30% of the net brokerage fee received by the Company upon the settlement of the referred loan.

2. Payment will be made to the Referrer within 14 days of the loan settlement and receipt of funds by the Company, provided the Referrer has submitted a valid tax invoice for the commission.

3. The Referrer must provide the following payment details for the transfer of commission.

4. The Company will not be liable for any delays in payment caused by incorrect or incomplete payment details provided by the Referrer.

5. TERM AND TERMINATION

1. This Agreement will commence on the date of execution and will continue until terminated by either party with 30 days' written notice.

2. The Company may terminate this Agreement immediately if:
- The Referrer breaches any terms of this Agreement.
- The Referrer engages in any unlawful, unethical, false, misleading, fraudulent, or dishonest conduct.
- The Referrer fails to comply with AML/CTF laws, VOI, or KYC requirements, including the failure to perform a 100-point ID check for referred clients.
- The Referrer does not permit the Company to contact the referred client directly to process the loan application.
- The Referrer fails to assist with the collection of required information or the facilitation of document signing as outlined in Section 2.
3. Upon termination, the Referrer will be entitled to receive commissions for loans that were settled prior to the termination date.

6. CONFIDENTIALITY

1. Both parties agree to keep all information related to referred clients, loan applications, and this Agreement confidential and not disclose it to any third party without prior written consent, except as required by law.
2. This clause will survive the termination of this Agreement.

7. INDEMNITY

The Referrer agrees to indemnify and hold the Company harmless from any claims, damages, or liabilities arising from:
1. The Referrer's breach of this Agreement.
2. The Referrer's failure to comply with AML/CTF laws, VOI, or KYC requirements.
3. Any unlawful, unethical, false, misleading, fraudulent, or dishonest conduct by the Referrer.

8. RELATIONSHIP OF THE PARTIES

1. The Referrer is an independent contractor and not an employee, agent, or partner of the Company.
2. Nothing in this Agreement creates a joint venture, partnership, or employment relationship between the parties.

9. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of New South Wales, Australia. Any disputes arising under this Agreement will be subject to the exclusive jurisdiction of the courts of New South Wales.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or arrangements, whether written or oral, relating to the subject matter of this Agreement.

11. SIGNATURES

By signing below, the referrer agrees to the terms and conditions outlined in this Agreement.

For the Referrer:
Name: _____

Signature: _____

Date: _____

REFERRER'S PAYMENT DETAILS

- Bank Name: _____
- BSB Number: _____
- Account Number: _____
- Account Name: _____