BiiGGA

Broker Partner Terms

These Broker Partner Terms are current as of 5 August 2026 and are published at https://assets.biigga.au/BiiGGA_Broker_Partner_Terms.pdf

In these Broker Partner Terms, "you" and "your" mean the broking business that has applied for or holds accreditation with BiiGGA, and "we", "us" and "our" mean BiiGGA Pty Ltd ABN 95 649 864 915. Words in bold are defined in clause 18.

1. Accreditation

1.1 You acknowledge and agree that in order to provide a Referral Service to us you must be, and must continue to be, accredited by us. On your accreditation with us:

(a) we engage you, and you agree to be engaged, to provide a Referral Service to us; and

(b) in return, we agree to pay you Commission,

on these terms and conditions ("Partner Terms"). These Partner Terms commence on the date you apply for accreditation with us and end on termination of your accreditation in accordance with clause 14.

1.2 You accept these Partner Terms by submitting an accreditation application to us and indicating your acceptance in that application. No handwritten signature is required and we do not issue these Partner Terms to you for signature.

1.3 We will record your acceptance, including the name of the individual giving acceptance, the entity on whose behalf it is given, the email address used, and the date and time of acceptance. In the absence of manifest error, that record is conclusive evidence of your acceptance of these Partner Terms. The individual giving acceptance warrants that they are authorised to accept these Partner Terms on your behalf.

1.4 On applying for accreditation you are required to complete an application in which:

(a) you provide us with information about you and your business, and you warrant that all of that information is true, correct and complete;

(b) you consent to us carrying out identity verification and credit checks on you and on the principals of your business, in accordance with our Privacy Policy, and you acknowledge that we will rely on that consent both for the purposes of your accreditation and for our ongoing supervision and maintenance of your accreditation; and

(c) if you operate under an Aggregator Group, you warrant that you comply with that Aggregator Group's accreditation requirements, and you agree to notify us without delay if you cease to be an accredited member of that Aggregator Group or if disciplinary action is taken against you by that Aggregator Group that could reasonably lead to you ceasing to be an accredited member.

1.5 Acceptance of these Partner Terms does not of itself accredit you. You become accredited when we notify you in writing that your accreditation has been approved. We are not required to give reasons for declining an accreditation application. Where we defer processing of your application or impose conditions on approval, we will, on your written request, provide a written explanation of the reason for the deferral or the nature of the condition imposed within five (5) business days of that request.

1.6 On approval of your accreditation we will issue you with a welcome pack containing your Broker Portal login details, our product guide and the Commission Payment Schedule.

1.7 You may submit Scenarios and Applications to us from the date we notify you that your accreditation is approved. Before that date you must not submit Scenarios or Applications to us and must not hold yourself out as accredited by us.

1.8 Accreditation is not exclusive. Nothing in these Partner Terms obliges us to accept, assess, approve or fund any Scenario or Application submitted by you, or obliges you to submit any minimum number of Scenarios or Applications.

1.9 Your accreditation applies to the business assigned with your Broker ID. You are responsible for the conduct of all your Personnel and must ensure that they comply with any obligation imposed on you under these Partner Terms, even where the obligation does not specifically refer to your Personnel. You are liable for any breach of these Partner Terms by any of your Personnel.

1.10 You are responsible for payment of all costs and expenses relating to your performance of these Partner Terms, including the expenses of your Personnel. We have no liability for any of those costs or expenses at any time or for any reason.

1.11 We review the accreditation of partners who provide Referral Services to us on a regular basis. We may suspend your accreditation and your access to the Broker Portal at any time by written notice, without terminating these Partner Terms. During a period of suspension you must not submit Scenarios or Applications. Commission remains payable in accordance with clause 2 on Contracts executed before the suspension took effect.

1.12 You warrant that neither you nor any of your Personnel has been, or is currently, subject to any of the following, and you must inform us in writing if you or any of your Personnel becomes subject to any of them:

(a) a criminal indictment, confession or conviction, excluding traffic misdemeanours and petty offences;

(b) a bankruptcy filing;

(c) an Australian Taxation Office lien or an outstanding Australian Taxation Office debt arrangement in default;

(d) Commonwealth or state regulatory, administrative or enforcement proceedings relating to fraud;

(e) a restraining order, decree, injunction or judgment in any proceeding or lawsuit alleging fraud, misappropriation of funds, or deceptive or corrupt practices;

(f) adverse action by a regulatory authority or by an industry association;

(g) an investigation, finding of contravention, or enforcement action by AUSTRAC under the AML/CTF Act or any predecessor or successor legislation; or

(h) a finding that you or any of your Personnel has been involved in money laundering, terrorism financing, or any activity designated as a serious offence under the AML/CTF Act.

1.13 We may amend, alter or vary these Partner Terms from time to time. For any variation that does not result in a material detriment to you, we will give you not less than fourteen (14) days' written notice before the variation takes effect. For any variation that does result in a material detriment to you, we will give you not less than thirty (30) days' written notice before the variation takes effect. A variation results in a "material detriment" for the purposes of this clause 1.13 if it would, in the reasonable assessment of a person in your position:

(a) reduce the Commission Rates payable to you;

(b) impose new obligations or restrictions on your conduct of the Referral Service; or

(c) materially diminish your rights under these Partner Terms.

1.14 No variation affects the Commission payable on Applications submitted before the date the variation takes effect. Where a variation results in a material detriment, you may terminate your accreditation under clause 14 at any time during the notice period by written notice to us, and no penalty applies to that termination. Submission of an Application on or after the effective date constitutes acceptance of the varied Partner Terms.

2. Commission

2.1 We will pay you Commission in respect of each Identified Merchant for whom we deem you to be the originating party and with whom we execute a Contract. Commission is calculated in accordance with the Commission Payment Schedule and is exclusive of GST.

2.2 The Commission Payment Schedule sets out the Commission Rates payable to you, by transaction type and by product. It is issued to you on approval of your accreditation and forms part of these Partner Terms. Commission is payable on two transaction types, being New Money and a Top Up. Commission on a Top Up is calculated separately on the New Money Portion and on the Repaid Portion, and no Commission is payable on the Outstanding Balance discharged by that Top Up.

2.3 We may vary the Commission Payment Schedule from time to time by giving you not less than thirty (30) days' written notice of the varied schedule and the date on which it takes effect. Such notice will be delivered directly to you in writing by email to the address recorded in your accreditation (as updated by you) and will be published on our website. No signature or countersignature is required to give effect to a variation.

2.4 A varied Commission Payment Schedule applies only to Applications submitted by you on or after its effective date. Commission on Applications submitted before that date is calculated under the Commission Payment Schedule in force at the date of submission. If you do not wish to accept a varied Commission Payment Schedule you may terminate your accreditation under clause 14 by notice given before the effective date. Submission of an Application on or after the effective date constitutes acceptance of the varied Commission Payment Schedule.

2.5 Commission is payable only when each of the following conditions has been satisfied, and any payment made before they are satisfied is made at our discretion and remains subject to clause 2.7:

(a) you are not in material breach of the Partner Terms in respect of a matter that has not been remedied within ten (10) Business Days of written notice from BiiGGA specifying the breach;

(b) the Identified Merchant has executed a Contract with us; and

(c) have paid the purchase consideration to the Identified Merchant or established the facility.

2.6 Commission is paid monthly in arrears, in respect of Contracts that reached their Settlement Date in the previous calendar month.

2.7 Commission paid in relation to a Contract becomes a Clawback Amount and is repayable to us where:

(a) the Identified Merchant's account is in Arrears at any time within thirty (30) days of the Settlement Date, and the Arrears remain outstanding for more than three (3) Business Days, in which case the Commission on that Contract is repayable in full;

(b) the referral involved information that you or your Personnel knew, or ought reasonably to have known, was misleading or fraudulent or likely to mislead or be fraudulent, or we believe on reasonable grounds that you or your Personnel acted fraudulently; or

(c) we have terminated your accreditation as a result of your breach of these Partner Terms in relation to the Contract on which Commission was paid.

2.8 We will notify you of a Clawback Amount. The Clawback Amount is deducted from future Commission payments until it has been recovered in full. If it is not fully recovered by deduction within thirty (30) days of the clawback notice, we will issue a tax invoice for the balance, payable within fourteen (14) days of the invoice date. No further Commission is payable on a Contract to which a Clawback Amount relates.

2.9 Our obligation to pay Commission survives termination of your accreditation in respect of any Contract that reached its Settlement Date and met the conditions in clause 2.5 before the termination date, where we reasonably believe there is no right to claim a Clawback Amount under clause 2.7. Commission on a Top Up is payable where the Top Up reaches its Settlement Date within one (1) month following the date of termination. No Commission is payable on New Money settled after termination, or on a Top Up settled after the expiry of that one month period. Accrued but unpaid Commission is paid within sixty (60) days following termination.

2.10 Commission is paid to the bank account details provided by you during accreditation, or to any updated bank account details you subsequently provide to us in writing. We are not obliged to make any Commission payment until we have received a bank confirmation letter from your financial institution, or a bank statement confirming those details with transaction details removed. If you nominate for Commission to be paid to your Aggregator Group, you agree that:

(a) we pay Commission into the bank account of the Aggregator Group at your direction;

(b) the Aggregator Group acts as your agent in receiving Commission, so that receipt by the Aggregator Group is deemed to be receipt by you;

(c) that payment fully discharges our obligation to pay your Commission and you have no further recourse to us in respect of it;

(d) any entitlement you have to Commission paid to the Aggregator Group is a separate commercial matter between you and the Aggregator Group; and

(e) you release us from any further obligation or claim in respect of Commission paid to the Aggregator Group in accordance with your direction under clause 2.10(a), and you acknowledge that your entitlement to receive Commission from the Aggregator Group is a separate commercial matter between you and the Aggregator Group for which we bear no responsibility.

2.11 Recipient Created Tax Invoices. We will issue a Recipient Created Tax Invoice (RCTI) in relation to each Commission payment made to you under these Partner Terms. This clause 2.11 constitutes the written RCTI agreement required by Division 83 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). By accepting these Partner Terms, you acknowledge and agree that:

(a) we will issue an RCTI for each Commission payment made to you, and you will not issue a tax invoice in respect of any Commission payment for which we issue an RCTI;

(b) you are registered for GST as at the date of your acceptance of these Partner Terms, and you will maintain that GST registration for the duration of these Partner Terms and until all Commission payable has been paid;

(c) you will notify us immediately if you cease to be registered for GST, in which case this RCTI arrangement is suspended and you must issue tax invoices for any Commission payments made while your GST registration is not current; and

(d) both parties will notify each other if either party ceases to satisfy the conditions for a valid RCTI arrangement under the GST Act.

2.12 Arrangements with an Aggregator Group, and any volume based incentive or campaign arrangement, are documented separately from the Commission Payment Schedule and sit outside it. Where such an arrangement applies, it prevails over the Commission Payment Schedule to the extent of any inconsistency, and an incentive or campaign rate applies in place of, and not in addition to, the rates in the Commission Payment Schedule.

3. Disclosure of Commission

3.1 You agree to comply with all state, territory and federal laws relating to the disclosure of commissions remuneration and conflicts of interest, including your obligations under the *Australian Securities and Investments Commission Act 2001* (Cth) and the *Competition and Consumer Act 2010* (Cth). Where any obligation to disclose a conflict of interest or financial arrangement arises under the AML/CTF Act in the context of your relationship with an Identified Merchant, you must comply with that obligation.

3.2 Without limiting clause 3.1, you agree to disclose to the Identified Merchant in writing, before the Identified Merchant enters into a Contract with us, that you will receive Commission from us in return for providing the Referral Service, and, where required by law, details of the amount received or likely to be received or, if not known at the time, how that amount is calculated or a reasonable estimate of it.

4. No Other Fees or Interest in Contracts

4.1 Other than as expressly provided in these Partner Terms, neither you nor any of your Personnel may collect any compensation of any kind, whether in fees or otherwise, from an Identified Merchant in connection with applying for or obtaining a product from us.

4.2 Your sole compensation for providing the Referral Service is the Commission provided for in these Partner Terms.

4.3 All funds paid to or by Identified Merchants in connection with our products are under our sole control. If any such funds are sent to you or to any of your agents, you are deemed to hold them on trust, for our benefit in the case of funds payable to us, and for the benefit of the Identified Merchant in the case of funds payable to the Identified Merchant, and you must notify us immediately of receipt and remit them immediately to the party entitled to them.

4.4 You have no right, title or interest in any Contract, in any Purchased Amount, or in any funds advanced under a Contract, and you agree not to make any claim to the contrary.

5. Our Products and Credit Decisions

5.1 Accreditation does not require us to accept any Scenario or Application, or to proceed with any Contract. We assess Scenarios and Applications and make credit decisions in our sole discretion. You have no role in and may not influence any decision by us to provide or decline funding.

5.2 You must not advise or imply to an Identified Merchant that it has been or will be approved before we have completed our assessment and issued an approval. All aspects of our products and credit process are subject to our management and approval, and you must make no representation to the contrary.

5.3 We may alter the mix of products and services we offer at any time and at our discretion. You acknowledge that we may alter our products and services in a way that restricts or prevents certain Identified Merchants from being approved for certain products, and you agree to observe any concentration limits or other requirements we disclose to you.

5.4 For every Identified Merchant you must use the form of Contract and supporting documents that we provide. You must not change or modify any Contract or supporting document.

5.5 You expressly permit us to contact any prospective Identified Merchant you have referred to us at any time, and you agree to assist us to make contact where we reasonably request, both during the Application process and after a Contract has been executed.

6. Not to Compromise a BiiGGA Contract

6.1 During the Application process, and for as long as an Identified Merchant owes us any amount under a Contract, you must promptly notify us if you become aware of any adverse or negative information relating to that Identified Merchant that would reasonably be expected to have a material effect on its ability to meet its obligations under the Contract.

6.2 For as long as an Identified Merchant has any outstanding balance or other obligation owing to us, you must not, directly or indirectly, and must not cause or permit any of your Personnel or any third party to, assist, solicit or introduce that Identified Merchant to alternative business funding where the sole or predominant purpose is to enable the Identified Merchant to draw additional unsecured funding that would materially impair its ability to make scheduled repayments under the Contract, without that alternative funder obtaining our consent or the outstanding Contract balance being discharged at settlement of the alternative funding. This clause 6.2 does not prevent you from:

(a) providing general financial advice or referring the Identified Merchant to other financial products unrelated to the outstanding Contract balance; or

(b) assisting the Identified Merchant to refinance the Contract where the full outstanding BiiGGA Contract balance is discharged at settlement.

6.3 You are in material breach of these Partner Terms where you or your Personnel knowingly submit fraudulent material on behalf of an Identified Merchant, or where you become aware that any part of the Required Data was or may be fraudulent and fail to notify us within two (2) business days of becoming aware.

7. Acting Under Authority and Legal Compliance

7.1 You agree:

(a) to submit the Required Data to us, and you warrant that all Required Data in connection with any Scenario or Application is true, correct and complete in all respects to the best of your knowledge;

(b) that you have read and understood our Privacy Policy, and will submit the Required Data to us in accordance with the Privacy Act and the Australian Privacy Principles;

(c) that you are aware of, and will have regard to, our obligations to Identified Merchants under any industry code to which we are a signatory from time to time, as notified to you;

(d) to refer only prospective Identified Merchants seeking funding predominantly for business purposes;

(e) not to engage in any misleading or deceptive conduct, and not to make any representation, warranty or guarantee regarding us or our products or services other than as set out in our product guide and published material as updated from time to time;

(f) to comply with all relevant laws and regulations, including your obligations under the AML/CTF Act where applicable to your conduct, and to hold and maintain any licence, authorisation or exemption required for you to provide the Referral Service and you must notify us immediately if your licence, authorisation or representative authority is suspended, cancelled, varied in a material respect, or surrendered;

(g) not to engage in any unacceptable practice, including charging fees in excess of those permitted by law or these Partner Terms, failing to give an Identified Merchant a disclosure required by law or these Partner Terms, requiring an Identified Merchant to sign a Contract before it has had an opportunity to review the related disclosures, misrepresenting any material fact concerning our products including pricing, fees or timing of funding, or attempting to induce an Identified Merchant to take a product or terms that are not in its interests or that differ from those it has expressed a preference for;

(h) that you hold the express consent of the Identified Merchant, as set out in clause 7.2, to provide the Required Data to us for the purposes of us contacting the Identified Merchant and assessing whether it meets our criteria; and

(i) to provide us with such other assistance as we reasonably request from time to time.

7.2 You must act at all times under the terms of a written authority from the prospective Identified Merchant (the "Merchant Authorisation") which:

(a) authorises you to submit to us the information and documentation we request as part of a Scenario or Application;

(b) provides express consent from the Identified Merchant to the submission to us of the Required Data, including personal information about its directors and shareholders, in accordance with our Privacy Policy, for the purposes of assessing whether it meets our criteria and, if approved, entering into a Contract;

(c) provides consent for us to carry out identity verification and credit checks on the Identified Merchant and its principals;

(d) authorises us to contact the Identified Merchant using the information provided, including mobile telephone numbers;

(e) authorises us to collect, use and disclose the personal information of the Identified Merchant and its principals for the purposes of our obligations under the AML/CTF Act including customer due diligence, identity verification, screening against sanctions and politically exposed persons databases, and the making of any reports required by law; and

(f) acknowledges that we may be required by law to disclose information about the Identified Merchant and its principals to AUSTRAC or other regulatory authorities, and that we may not be permitted to notify the Identified Merchant of that disclosure.

7.3 You warrant that you will obtain, maintain and update all authorisations required from each Identified Merchant so that we are at all times able to reasonably rely on, and accept as properly authorised, the Required Data and any Scenario or Application submitted by you.

7.4 You must not hold yourself out as an agent, employee, representative or partner of BiiGGA.

7.5 You confirm that you are familiar with the contents of our other published conditions, being our Terms and Conditions, our Terms of Use, our Privacy Policy and our information technology systems security procedures, each as notified or published by us from time to time.

8. AML/CTF Compliance

8.1 You acknowledge that we are a reporting entity under the AML/CTF Act and that we are required to comply with the AML/CTF Act and our AML/CTF Program in relation to each Identified Merchant. You are not a reporting entity under the AML/CTF Act solely by reason of providing the Referral Service to us, and nothing in this clause imposes on you any obligation that applies only to reporting entities under that Act. Your obligations under this clause are those of an intermediary assisting us in the performance of our reporting entity obligations.

8.2 You agree to assist us in meeting our obligations under the AML/CTF Act by:

(a) collecting and providing to us all information and documentation we request from time to time in connection with our customer due diligence (CDD) obligations, including information about the identity of the Identified Merchant, its beneficial owners, directors, shareholders and, where applicable, politically exposed persons (PEPs) associated with the Identified Merchant;

(b) complying with any enhanced due diligence requirements we notify to you in relation to a particular Identified Merchant or class of Identified Merchants;

(c) promptly notifying us if, in the course of providing the Referral Service, you form a suspicion that an Identified Merchant or any of its principals may be engaged in money laundering, terrorism financing, or any other activity that may give rise to a suspicious matter report obligation under the AML/CTF Act, subject always to clause 8.3;

(d) complying with our AML/CTF Program as notified to you from time to time, including any procedures relating to the collection, verification and transmission of CDD information; and

(e) maintaining records of all CDD information collected by you in connection with any Application for a minimum of seven (7) years from the date of collection and providing those records to us on request.

8.3 **Tipping-off prohibition**. You must not disclose to any Identified Merchant, or to any other person, that a suspicious matter report has been, or may be, made in relation to that Identified Merchant, or that information about that Identified Merchant has been provided to AUSTRAC, or that AUSTRAC is investigating that Identified Merchant. This obligation applies whether or not you are aware that a suspicious matter report has in fact been made. A breach of this clause is a material breach of these Partner Terms.

8.4 **No independent obligation.** Nothing in this clause imposes on you, as broker, any independent obligation to report to AUSTRAC. Your obligations under this clause are owed to us and are for the purpose of assisting us to meet our obligations as a reporting entity.

8.5 **Warranty**. You warrant that neither you nor any of your Personnel is or has been the subject of an investigation by AUSTRAC, and you must notify us immediately if you or any of your Personnel becomes the subject of such an investigation.

9. Marketing and Training Materials

9.1 You may only use Marketing Materials provided or approved by us when promoting our products or services, and must not use any other marketing collateral for that purpose.

9.2 You must have our prior written approval to publish, distribute or use Marketing Materials for any purpose. You may not copy, modify, alter, adapt or create derivative works based on the Marketing Materials.

9.3 We may direct you to cease advertising or promoting our products in a particular way. You must cease the relevant activity within five (5) business days of receiving that direction.

9.4 You acknowledge that we conduct our own marketing activities in all regions in which we operate and that these may at times overlap with your marketing activities.

9.5 Where we provide you with Training Materials, you agree to train your Personnel in accordance with them, and to oversee each of your Personnel involved in providing the Referral Service to ensure compliance with these Partner Terms.

9.6 You must notify us in writing within two (2) business days of any breach of these Partner Terms, including any breach relating to Marketing Materials or Training Materials.

9.7 You are liable for any Loss we suffer or incur as a result of your breach of this clause 9 and you indemnify, release and hold us harmless against that Loss.

10. Privacy and Data Breach

10.1 Each party (the "Receiving Party") must, and must ensure that its personnel, in respect of personal information disclosed to it by the other party or by an Identified Merchant, or otherwise collected in connection with these Partner Terms:

(a) comply with the obligations under the Privacy Act applicable to its collection, use, disclosure, storage or other handling of that personal information;

(b) comply with any reasonable direction of the other party to enable that other party to comply with its obligations under the Privacy Act;

(c) only collect, use and disclose that personal information for the purpose of performing its obligations or exercising its rights under these Partner Terms, unless required or authorised by law;

(d) take all reasonable steps to ensure that personal information is protected against misuse, interference and loss, and against unauthorised access, modification or disclosure; and

(e) provide reasonable assistance in connection with any individual access or correction request, or any privacy complaint, audit or investigation under the Privacy Act.

10.2 Where there is any actual or suspected unauthorised access to, disclosure of, or loss of any personal information or Required Data within the possession or control of the Receiving Party (a "Data Breach"), the Receiving Party must notify the other party without undue delay and in any event within one (1) business day of becoming aware of it, provide the details reasonably requested, keep the other party informed of its response, consult the other party before publishing any communication concerning the Data Breach, and cooperate in the investigation, mitigation and remediation of it.

11. Confidentiality

11.1 Except as expressly provided in these Partner Terms, a party must not, without the prior written approval of the other party, disclose the other party's Confidential Information, and must use that information solely for the purpose of performing its obligations under these Partner Terms.

11.2 A party is not in breach of these Partner Terms where it is legally compelled to disclose the other party's Confidential Information, subject to notifying the other party immediately where it is permitted to do so.

11.3 Each party must take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of these Partner Terms, do not make public or disclose the other party's Confidential Information.

11.4 Each party may disclose the terms of these Partner Terms, other than Confidential Information of a technical nature, to its related companies, lawyers, auditors, insurers and accountants.

11.5 You must not publicly discuss, in any form, our products, these Partner Terms or our business, including on websites, in social media or with news organisations, without our prior written consent.

11.6 Neither party is required to destroy information about an Identified Merchant that has been stored or maintained as a record in its internal systems, or records maintained to assess the efficiency of the relationship contemplated by these Partner Terms.

11.7 This clause 11 survives termination of your accreditation.

12. Intellectual Property

12.1 All of our pre-existing intellectual property rights and all Merchant Data remain vested in us at all times, and nothing in these Partner Terms assigns or transfers those rights to you.

12.2 We grant you a non-exclusive, non-transferable, revocable licence, while you are accredited, to use any Training Materials, any pre-approved text or graphic extract from the Marketing Materials, and our trade names, logos and trade marks, solely for the purpose of providing the Referral Service.

12.3 To the extent any intellectual property right is deemed to accrue to or vest in you under these Partner Terms, you agree to take all action necessary to assign that right to us.

12.4 You grant us a limited, non-exclusive, revocable licence to use your name and logo in connection with any Contract or with our products, while you are accredited.

13. Liability and Indemnity

13.1 To the fullest extent permitted by law, all conditions, warranties, terms, undertakings, duties and obligations express or implied by law in any way relating to goods or services supplied by us to you under these Partner Terms are excluded.

13.2 Where legislation implies any warranty, term, undertaking, duty or obligation and avoids or prohibits provisions excluding or modifying its application, exercise or liability, that warranty, term, undertaking, duty or obligation is deemed to be included in these Partner Terms, but our liability for breach of it is limited to the extent specified in these Partner Terms.

13.3 Our maximum liability for any Loss suffered or incurred by you arising under or in connection with these Partner Terms is limited to the total Commission paid to you under these Partner Terms in the twelve (12) month period immediately preceding the Loss. In no event are we liable for any consequential loss, including loss of revenue, profit, contract or goodwill, or for any other indirect, incidental or punitive loss, damage or expense. Nothing in this clause limits or excludes our liability for our own fraud, wilful misconduct, gross negligence, or for any liability that cannot be excluded or limited under applicable law including the Australian Consumer Law.

13.4 You indemnify, release and hold harmless us and our officers, employees and agents against any Loss suffered or incurred as a direct or indirect consequence of:

(a) any penalty imposed on us under any law in connection with your failure to comply with applicable laws, industry guidelines or codes of conduct;

(b) any claim, demand or proceeding by a person against us relating to anything done or omitted to be done by you;

(c) a breach by you of these Partner Terms; or

(d) any wilful, unlawful or negligent act or omission of you or your Personnel.

13.5 Your liability under clause 13.4 is reduced proportionately to the extent that we have caused or contributed to the Loss.

13.6 If there is fraud, gross negligence or wilful misconduct by you or your Personnel, you accept responsibility for that misconduct and agree to pay us the amount owing under any Contract that is not paid to us, after collection has been attempted in accordance with our standard procedures, where the Identified Merchant's failure to pay or our failure to collect is caused by that misconduct.

13.7 Any express statement of our rights under these Partner Terms is without prejudice to any of our other rights at law.

14. Term, Suspension and Termination

14.1 These Partner Terms commence on the date you apply for accreditation and continue until your accreditation is terminated.

14.2 Either party may terminate your accreditation at any time, with or without cause and without grounds, by giving the other party thirty (30) days' written notice.

14.3 Either party may terminate these Partner Terms immediately by written notice to the other party if the other party:

(a) is in material breach of any warranty, representation or covenant under these Partner Terms;

(b) commits a material breach of any term or obligation under these Partner Terms that is not capable of rectification;

(c) commits a material breach that is capable of rectification and does not rectify it within five (5) business days of notification;

(d) commits or is suspected of committing fraud, or of engaging in misleading or deceptive conduct;

(e) suffers an Insolvency Event;

(f) being a partnership, dissolves, threatens or resolves to dissolve, or is in jeopardy of dissolving;

(g) being a natural person, dies;

(h) is the subject of a request by a law enforcement agency, government agency or regulator that these Partner Terms be terminated;

(i) is prevented by a Force Majeure Event from complying with its obligations under these Partner Terms for a period of sixty (60) days; or

(j) breaches any obligation under clause 8 of these Partner Terms, or any of their Personnel is suspected on reasonable grounds of being involved in money laundering, terrorism financing, or any activity that would give rise to a suspicious matter report obligation under the AML/CTF Act,

except where the operation of this clause 14.3 is stayed under the Corporations Act 2001 (Cth).

14.4 We may terminate your accreditation on fourteen (14) days' written notice if, on three (3) or more separate occasions within any rolling twelve (12) month period, you have:

(a) failed to respond to our reasonable requests within the timeframes required by these Partner Terms;

(b) submitted incomplete or materially inaccurate Required Data to us; or

(c) persistently failed to comply with any material obligation under these Partner Terms. Before issuing a notice under this clause, we will give you written notice identifying the specific instances of conduct we rely on and an opportunity to respond within five (5) business days.

14.5 We may terminate your accreditation on five (5) business days' written notice where we reasonably determine, having regard to objective and documented circumstances, that continuing your accreditation presents a genuine and material risk to us. For the purposes of this clause, a genuine and material risk includes:

(a) the commencement of a regulatory investigation or enforcement action against you or any of your Personnel by ASIC, AFCA, the ACCC or any other regulatory authority;

(b) your suspension or cancellation of membership by an industry association or Aggregator Group;

(c) a public finding or allegation of serious misconduct against you or your Personnel that is corroborated by objective evidence; or

(d) conduct by you or your Personnel that we reasonably believe has exposed or may expose us to a regulatory action or material claim. Where the circumstances require immediate action (for example, in response to a written direction from a regulatory authority),

we may terminate without prior notice but must give you written notice of the grounds as soon as reasonably practicable and in any event within two (2) business days after termination

14.6 If notice of termination is given to you, we may, in addition to terminating, be regarded as discharged from any further obligation under these Partner Terms and may pursue any additional or other remedy provided by law.

14.7 On termination of your accreditation you must immediately stop performing the Referral Service, stop using our trade marks and other intellectual property, and return or destroy at our direction any Confidential Information, Marketing Materials or Training Materials in your possession or control, except to the extent you are required to retain copies under law.

14.8 Where we have been providing services to converted Identified Merchants, we will compile a final set of reports and provide those records to you within thirty (30) days of termination.

15. Membership and Professional Indemnity Insurance

15.1 You must hold and maintain, for the whole period you are accredited, current membership of an industry association or an Aggregator Group arrangement acceptable to us.

15.2 You must take out and maintain professional indemnity insurance for not less than $2 million per claim and in the annual aggregate, including one reinstatement provision.

15.3 You must maintain that professional indemnity insurance for the whole period you are accredited and for seven (7) years after the last Application you submit to us.

15.4 You must notify us in writing within five (5) business days if your membership or your professional indemnity insurance lapses, is cancelled or is not renewed. On request, you must supply a certificate of currency issued by the insurer or its agent confirming that the insurance satisfies this clause 15. We may suspend your accreditation under clause 1.11 until evidence acceptable to us is provided.

16. Disputes

16.1 A dispute arising under these Partner Terms will be dealt with as follows:

(a) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(b) within five (5) business days, each party will nominate a representative not having any prior involvement in the dispute;

(c) the representatives will try to settle the dispute by direct negotiation between them; and

(d) if a resolution is not reached within a further five (5) business days, either party may commence legal proceedings.

16.2 This clause does not apply to legal proceedings by either party seeking urgent interlocutory relief.

16.3 You agree to provide us with reasonable assistance in relation to any complaint made by an Identified Merchant referred by you, including providing us with records relating to the Scenario or Application.

17. General

17.1 **Notices.** Notices under these Partner Terms may be delivered by hand, by mail or by email to us at PO Box 7055, Upper Mt Gravatt QLD 4122 or broker@biigga.au, or to you at the address and email provided in your accreditation application, as updated by you in writing. A party may change its nominated address on seven (7) days' notice. A notice is deemed given on written acknowledgment of receipt in the case of hand delivery, three days after dispatch in the case of post, and on receipt of transmission in the case of email if received on a business day or otherwise on commencement of the next business day. A notice given to you through the Broker Portal or by email is a notice in writing.

17.2 **Electronic communications.** You acknowledge that there are risks in communicating electronically and agree that you are responsible for those risks. You must comply with any security measures we provide. If we receive an electronic communication we believe to be genuine and complete and which complies with those security measures, we need not verify its authenticity or completeness even if it instructs us to make a payment, and the communication will be treated as authorised by you and binding on you. We may give you notice at any time that we will no longer accept any or specified electronic communications. Notwithstanding the above, we will not action any electronic communication that purports to change your nominated bank account details or redirect a Commission payment to a different account without first verifying that instruction directly with you by telephone, using the contact number recorded in your accreditation application or subsequently notified to us in writing. We are not liable for any loss resulting from fraudulent payment redirection instructions submitted using your own compromised login credentials where we have complied with this verification requirement.

17.3 **Broker Portal.** Where we give you access to the Broker Portal or other password protected functionality, you must comply with the terms of access to it. You are responsible for all use of your login credentials and must notify us immediately if you believe they have been compromised.

17.4 **Mutual disclosure.** Each party must notify the other within two (2) business days of any proceeding, litigation or investigation, including by a regulatory authority, that is threatened or on foot and would reasonably be expected to affect the subject matter of these Partner Terms or that party's ability to perform its obligations. Each party must also give prompt written notice of any adverse change in its business, assets, operations or financial condition that may impair its ability to comply with these Partner Terms.

17.5 **Telephone monitoring.** We may monitor and record telephone calls between us and you or your Personnel for training, compliance and quality assurance purposes. At the commencement of each call that we intend to record, we will provide verbal notice that the call is being recorded (for example: "This call will be recorded for training and compliance purposes"). Continuation of the call after that notification constitutes consent by all parties on the call to the recording for the purposes of applicable surveillance and telecommunications legislation. You consent to your employees and agents receiving calls and messages from us at any telephone number they provide, including mobile numbers.

17.6 **Independence.** These Partner Terms do not create a relationship of employment, agency, partnership or joint venture. The parties are independent contractors. You must not take any action that would allow a prospective Identified Merchant to reasonably conclude that you are our agent with binding authority, and you have no ability to bind us to any agreement, representation or promise.

17.7 **No reliance.** You warrant that you have not relied on any representation made by us that is not expressly stated in these Partner Terms, or on any description, illustration or specification contained in any material, information sheet, presentation, bulletin or publicity material produced by us.

17.8 **Waiver.** No right under these Partner Terms is waived except by notice in writing. A waiver by us does not prejudice our rights in respect of any subsequent breach, and any failure, forbearance, delay or indulgence by us is not a waiver of our rights.

17.9 **Assignment.** You may not assign, transfer, sub-licence or otherwise dispose of the benefit of these Partner Terms without our prior written consent, which may be given subject to conditions we choose to impose. We may assign our rights and obligations at any time at our discretion. We may assign our rights and obligations to a party outside the Attvest group provided that:

(a) we give you not less than thirty (30) days' prior written notice of the proposed assignment;

(b) the assignee agrees in writing to be bound by these Partner Terms in our place from the date of assignment.

17.10 **Entire agreement.** These Partner Terms, including any variation made from time to time and the Commission Payment Schedule, contain the entire agreement between the parties and supersede all prior representations, agreements, statements and understandings, whether verbal or in writing.

17.11 **Severability.** Headings are for convenience only and do not affect interpretation. If any provision is held invalid, unenforceable or illegal, these Partner Terms remain otherwise in full force and are construed as if that provision were not included, and are deemed modified to the extent necessary to render the remaining provisions enforceable. The term "including" means "including without limitation".

17.12 **Survival.** These Partner Terms enure to the benefit of and bind the parties and their successors, trustees, permitted assigns and receivers, but do not enure to the benefit of any other person. Provisions capable of having effect after expiry remain in full force and do not merge.

17.13 **Costs.** Each party bears its own costs of and incidental to the preparation and acceptance of these Partner Terms. Each party must promptly provide all documents and do all things the other party reasonably requests to effect, perfect or complete these Partner Terms.

17.14 **Governing law.** These Partner Terms are governed by and construed according to the law of the State of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of that State and the courts of appeal from them.

18. Definitions

Aggregator Group means a finance broking group, aggregator or platform which you operate under as an accredited member and with which we are on the lending panel or have a business relationship for the referral of business funding customers.

AML/CTF Act means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) as amended from time to time, and includes the AML/CTF Rules made under that Act.

AML/CTF Program means our anti-money laundering and counter-terrorism financing program maintained under Part 7 of the AML/CTF Act, as notified to you from time to time.

Application means an application for one of our products submitted to us for assessment in respect of an Identified Merchant.

Arrears means a scheduled repayment under a Contract that is not received on its due date and remains unpaid for more than three (3) Business Days after its due date.

AUSTRAC means the Australian Transaction Reports and Analysis Centre established under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

Business Day means a day that is not a Saturday, Sunday or public holiday in Queensland.

BiiGGA, we, us, our means BiiGGA Pty Ltd ABN 95 649 864 915, part of the Attvest group, of Unit 5, 88 Brandl Street, Eight Mile Plains QLD 4113.

Broker ID means the unique identifier we assign to your business on approval of your accreditation.

Broker Portal means the online portal we make available to accredited partners for submitting and tracking Scenarios, Applications and Commission.

CDD means customer due diligence as required under Part 2 of the AML/CTF Act.

Commission means the fee payable to you under these Partner Terms in respect of Contracts originated by you.

Commission Payment Schedule means the schedule of Commission Rates issued to you on approval of your accreditation, as varied from time to time in accordance with clause 2.3.

Commission Rate means a rate set out in the Commission Payment Schedule, expressed as a percentage of the Funded Amount, of the New Money Portion or of the Repaid Portion as applicable, and exclusive of GST.

Clawback Amount means Commission that has become repayable to us under clause 2.7.

Confidential Information means our confidential, proprietary and commercially sensitive information, however disclosed, including information identified by us as confidential or that ought reasonably to have been known by you to be confidential, information relating to our business affairs and practices including financial information, business opportunities, plans, processes and methodologies, and information relating to our products, services, Identified Merchants or suppliers, including Merchant Data, but excluding information that is or comes into the public domain other than by your breach of these Partner Terms, or that is independently known to or developed by you as evidenced by your written records.

Contract means an agreement between us and an Identified Merchant for one of our products, being a Merchant Cash Advance (MCA), a Business Term Advance (BTA) or a Line of Credit (LOC).

Force Majeure Event means an event or circumstance beyond the reasonable control of a party, including a natural event or disaster, pandemic, act of war, revolution, strike, lockout or act of government, which makes it impossible, impracticable or illegal for that party to perform its obligations under these Partner Terms, but does not include a lack of funds for any reason.

Funded Amount means the amount disbursed to the Identified Merchant's nominated bank account under a Contract, excluding any origination fee owed to us and any amount applied to pay out a third party financier.

GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Identified Merchant means a client or prospective client of yours that you refer to us.

Insolvency Event means a party becoming an insolvent under administration or insolvent within the meaning of the Corporations Act 2001 (Cth), having a controller, receiver, receiver and manager, trustee in bankruptcy, liquidator, provisional liquidator, administrator or statutory manager appointed over the whole or part of its assets or business, any step being taken by a mortgagee to take possession of or dispose of its assets, any step being taken which could result in it being subject to an arrangement, assignment or composition or being protected from creditors under any statute or dissolved other than to carry out a solvent reconstruction, an order being made or resolution passed for its winding up, it being otherwise unable to pay its debts when they fall due, a security holder taking possession of its property, it taking any step toward a compromise or arrangement with or assignment for the benefit of its members or creditors, anything of the same or similar effect happening under the laws of any jurisdiction, it suspending payment of its debts or ceasing or threatening to cease to carry on all or a material part of its business, or it ceasing to carry on business.

Loss means any action, claim, proceeding, demand, damages, cost, expense, liability or loss.

Marketing Materials means materials used for marketing our products, including our trade marks, business name and logos, in any media, and any other material promoting your business relationship with us, as developed and made available by us from time to time.

Merchant Data means information about an Identified Merchant, including the Required Data obtained from you, information provided to you, and information collected or developed by either party in the course of performing its obligations under these Partner Terms.

PEP means a politically exposed person as defined in the AML/CTF Rules.

Personnel means employees, directors, officers, principals, shareholders, representatives, contractors and agents.

Privacy Act means the Privacy Act 1988 (Cth) as amended from time to time.

Privacy Policy means our privacy policy, published at https://assets.biigga.au/BiiGGA_Privacy_Policy_v1_2022.pdf, as updated from time to time.

New Money means a Contract with an Identified Merchant that is not a Top Up. This includes a first Contract and a fresh Contract entered into after an earlier Contract has been fully repaid and closed.

New Money Portion means, for a Top Up, the Purchased Amount of the new Contract less the Purchased Amount of the earlier Contract, and is nil where that figure would otherwise be negative. For a Line of Credit Top Up it means the increase in the approved facility limit.

Outstanding Balance means the amount still owing by the Identified Merchant under the earlier Contract at the Settlement Date of a Top Up. No Commission is payable on the Outstanding Balance.

Purchased Amount means the amount of future receivables purchased by us, or the approved facility limit provided by us, under a Contract.

Repaid Portion means, for a Top Up, the Purchased Amount of the new Contract less the Outstanding Balance less the New Money Portion. It represents the part of the earlier facility already repaid and now drawn again. There is no Repaid Portion on a Line of Credit Top Up.

Settlement Date means the date on which we pay the purchase consideration to the Identified Merchant, or establish the facility, under a Contract.

Referral Service means introducing prospective Identified Merchants, Scenarios or Applications to us to allow us to contact the Identified Merchant, assess whether it meets our criteria, proceed with an Application and, if approved, enter into a Contract.

Required Data means all information and documentation about a prospective Identified Merchant that we request in order to assess a Scenario or an Application.

Scenario means a request submitted to us for an indicative assessment of a prospective Identified Merchant, before an Application is submitted.

Top Up means a Contract that replaces or supplements an existing Contract with the same Identified Merchant, where part of the new Contract is applied to discharge the outstanding balance of the existing Contract. For a Line of Credit it means an increase in the approved facility limit.

Terms and Conditions means our customer terms and conditions, published at https://assets.biigga.au/BiiGGA_Ts-Cs_v3_2026.pdf, as updated from time to time.

Terms of Use means our website terms of use, published at https://assets.biigga.au/BiiGGA_Terms-of-Use-Website-v1-2025.pdf, as updated from time to time.

Training Materials means any training material we provide to you from time to time in relation to our products or the Referral Service.

You, your means the broking business assigned with a Broker ID and accredited to provide the Referral Service to us, or applying to do so.

How these Partner Terms are accepted

These Partner Terms are published by BiiGGA and are not issued for signature. By submitting an accreditation application to BiiGGA and indicating your acceptance in that application, you accept these Partner Terms in full on behalf of your business. BiiGGA records the name of the person accepting, the entity accepting, the email address used, and the date and time of acceptance. Your accreditation takes effect only when BiiGGA notifies you in writing that it has been approved, and you may submit Scenarios and Applications from that date.

BiiGGA Pty Ltd ABN 95 649 864 915, part of the Attvest group. 1300 472 663. broker@biigga.au. PO Box 7055, Upper Mt Gravatt QLD 4122.