

## STANDARD TERMS OF COMMISSION AGREEMENT

THIS AGREEMENT is made on the 19 day of January , 2021

BETWEEN The Placement Partner Shubhangi. and the Principle Company **Bhalekar Pty. Ltd.** (ABN. **22 642 063 385**) on and via platform: [www.FinTop.com.au](http://www.FinTop.com.au)

### WHEREAS:

- A. **Bhalekar Pty. Ltd.** is termed as Principle throughout this agreement.
- B. **FinTop Platform** ([www.fintop.com.au](http://www.fintop.com.au)) is Bhalekar Pty. Ltd. owned the web software platform for client, placement partner, accounting and business management.
- C. Shubhangi. is termed as Placement Partner throughout this agreement. Placement Partner is engaged in the business of promoting [www.fintop.com.au](http://www.fintop.com.au) platform (Owned by Bhalekar Pty Ltd) and platform's product and services.
- D. Client is an individual or business seeking the mortgage management or other loans and related services from Bhalekar Pty. Ltd.

### Purpose

The Principal and the Placement Partner agree that the following clauses, terms and conditions will apply to client onboarding including sales on and for FinTop Platform be performed by the Placement Partner and associated commission payable by Principle under this Agreement:

### Period

This Agreement will commence upon web acceptance or signage by both parties and valid until either party provides written request to end the contract.

### Placement Partner's Obligation

#### Duty:

- 1. Duty of Placement Partner is to share link of Fintop Platform to prospective customers upon receiving their consent, for their consideration to join and purchase principle's product or services.

#### General conduct

In all its dealings, the Placement Partner must:

- 1. act efficiently, honestly and fairly with a high degree of professional skill, care and diligence;
- 2. not act in a manner that could affect the reputation of Principle adversely; and
- 3. act in accordance with good sales practices.

#### Without limitation, the Placement Partner must:

- 1. Always seek and have consent from prospective clients before providing Fintop Platform's link to them or before providing their contact details to Principle.

2. Always seek and have consent from prospective clients before making the first contact or sending any communication.
3. With the consent, share link of Fintop Platform to prospective customers for their consideration to join and purchase principle's product or services.
4. Always seek consent from prospects before providing prospect contact details to Principle.
5. NOT send spam communication to any individual, group or organisation via phone, email or social media platforms.
6. NOT discuss, suggest or promote any Mortgage or loan products to anyone. If client or prospects ask any such information, Placement Partner should clearly inform that he/she are not licenced mortgage brokers to engage in such discussions. To help such clients or prospects, Placement Partner may ask them to contact our mortgage broker or after taking their consent, refer them to our mortgage broker via email on [loan@fintop.com.au](mailto:loan@fintop.com.au).
7. NOT call anyone without consent, especially those who are registered under [Australian national Do Not Call Register scheme](#).
8. NOT indulge in any inappropriate communication with clients, prospect or anywhere on social media platforms.
9. NOT create an impression, impose or act as an employee, director or decision maker of either FinTop Platform or Principle.
10. NOT represent or act on behalf of FinTop Platform or Principle under any circumstances.
11. NOT request, possess or handle any client documents.

## **Payment**

### **Earning Structure**

1. Placement Partner will get **\$250** for 'first successfully settled loan application of each customer,' who is onboarded or referred by Placement Partner.
2. Placement Partner is not eligible for any commission, if Principle's existing client is co-borrower in loan application.
3. Placement Partner are not eligible for any trail commission.

### **Payments**

1. Placement Partner will be paid on 25<sup>th</sup> or first business day after 25<sup>th</sup> on each month when Placement Partner has eligible commission payments.

### **Other factors affecting commissions**

1. All commissions are subject to approval from relevant bank or financial organization where client's loan application is submitted. Until Principle receives the commission payment from the relevant organization, Placement Partner does not become eligible for any commission payments.

2. Principal makes no commitments to or guarantees of income for Placement Partner. It is recommended that Placement Partner work independently to generate leads. Appropriate guidance and strategies shall be provided by principle to Placement Partner time to time to do better business.

## **Termination:**

This Agreement may be terminated by either party, if the Contract shall expire or be terminated for any reason, by the giving of 7 days of written notice. Upon termination, if caused by end of contract or written notice by either party, no commissions shall be paid. This Agreement may be terminated immediately on the occurrence of any one of the following events:

1. upon the cessation of principle's business.
2. the Placement Partner commits any material breach of this Agreement.
3. the Placement Partner fails to comply with terms and conditions of this agreement.
4. the Placement Partner fails to comply with any relevant statutory or regulatory requirement.
5. the Placement Partner is identified to be involved in any wrongful activities related or unrelated to business or misguides or fails to serve the customers in a quality and timely manner.

## **Confidentiality**

1. Client data provided by Placement Partner to Principle is the Principle's Intellectual Property and shall remain the property of Principle even after end of this agreement.
2. The parties agree that confidential information disclosed to the other party remains at all times confidential and each party indemnifies the other in respect to all loss, damage, claim, liability, cost or expense suffered by the discloser arising from any breach of this Agreement.
3. The Placement Partner shall not disclose and shall use its best endeavours to prohibit and prevent the unintentional disclosure of any confidential information concerning the business, strategic plan, methodologies or any other interests of the Principle which may come to its knowledge.
4. The Placement Partner acknowledges that confidential information including client data is the property of the Principal and handle it with dignity.
5. Protection and confidentiality of client data information, including personal information, application outcome is Placement Partner's responsibility, and such sensitive data should be handled carefully.
6. All information about, or in any way relating to, that party, its business, transactions, affairs, techniques or processes, or its clients, which the other party obtains or learns during the currency of this agreement is confidential.

7. The restrictions contained under this clause shall continue to apply for 12 months after the termination of this Agreement but shall cease to apply to information which is in the public domain.

## **Nature of the Relationship**

The Placement Partner and the Principal agree that the Placement Partner will act as a FinTop Platform and Principle's services promoter and will not be in the partnership with the Principal or an employee, servant or agent of the Principal for any purposes whatsoever.

## **Taxes, Insurance, and Indemnity**

The Placement Partner agrees to perform and observe all obligations and requirements of it by law in relation to the Placement Partner, including but not limited to, paying all necessary taxes, duties and imposts and taking out and continuing all necessary insurances, including public liability, professional indemnity and compliance with workers' compensation obligations as and when necessary.

The Placement Partner hereby indemnifies, and agrees to keep indemnified the Principal and its respective officers, servants, employees and agents, against all losses, liabilities, claims and expenses which arise from:

1. any act or omission of the Placement Partner in connection with the Services whether at common law, or for breach of statutory duty, or under any other statute or law;
2. any injury or damage suffered by the Placement Partner;
3. without limiting the above, any act or omission of the Placement Partner that causes or contributes to any loss, liability, claim or expense being incurred by the Principal under or in connection with the Contract.

The Placement Partner shall take out and maintain adequate insurance to cover its obligations under this Agreement.

## **Assignment**

The Placement Partner may not assign its rights and obligations under this Agreement to any other party, without the consent of the Principal.

## **Variation**

The terms of the Agreement may not be varied otherwise than in writing signed by the Placement Partner and the Principal.

## **Audit & Compliance**

The Placement Partner shall observe all applicable industrial laws and awards in each sphere of its activities in connection with the Services and carry out the Services under this Agreement in accordance with the highest professional standards.

Commission and referral reports are be available on Fintop Platform and can be accessed on platform by Placement Partner. These reports, sales methodologies and approaches can be audited by internal or external auditors. Placement Partner is aware about the audit requirement and provides permission to be audited if needed.

## **Dispute Resolution Process**

Any disputes related to this agreement, commission payments must be settled by mutual understanding and communication. Placement Partner can send communication to [dispute@fintop.com.au](mailto:dispute@fintop.com.au) for any complaints related to payments.

## **Governing Law**

This Agreement will be constructed and governed by the law of the state of Victoria.

IN WITNESS OF THIS AGREEMENT the parties have executed this Agreement in duplicate on the date set out at the head of the Agreement.

EXECUTED as an Agreement.

SIGNED and agreed by

SIGNED and agreed by

*shubha*

Name: Shubhangi

Title: Placement Partner of FinTop Platform

Date:19 January 2021

IP Address:124.148.173.56

Name: Shubhangi Bhalekar

Title: Director of Principle

Date:19 January 2021