

Capital Finance Australia Limited

Broker Code of Conduct

May 2025



Capital Finance Australia Limited (Capital Finance) is dedicated to delivering outstanding service and achieving the best possible results for our customers. We hold all accredited brokers to the same high standards of excellence and professionalism.

The following principles and conduct requirements outline the minimum standards that Capital Finance expect from our accredited brokers and the commitments you must uphold with every interaction with the Bank.

Broker Code of Conduct

The following principles and conduct requirements apply in relation to you in connection with your broking or introducer activities and business operations in connection with Capital Finance (in these terms, us, our or we).

Each time you deal with Capital Finance including when submitting a loan application, you:

- a. agree to comply with, and understand that you are bound by the terms of this Code;
- b. will make sure your staff and those assisting you comply with this Code;
- c. acknowledge that complying with this Code at all times is a condition of your accreditation with Capital Finance; and
- d. acknowledge that any breach of this Code may result in Capital Finance terminating your accreditation and/or taking other steps in connection with the breach.

1 Complying with Law

You must comply with the law and observe and abide by any duties and obligations imposed by any legislature or regulation applicable to your business and activities.

2 General Conduct Obligations

- a. You acknowledge that, except in narrow circumstances where you are expressly acting on our behalf (such as collection of Know Your Customer (KYC) information), you are acting on behalf of the customer in submitting applications and information to us.
- b. If you are the principal of a broking business, you are responsible for the conduct, acts, omissions and statements of all persons employed in that business in the normal course of business, as fully as if such conduct, acts, omissions and statements were yours.
- c. Importantly, you are required to, at a minimum:
 - i. comply with our policies and procedures in relation to your business and activities in respect of broking our products and services, including requirements notified to you to enable us to comply with applicable laws;

- ii. complete all training that is made available to you by us (including through your aggregator), which is identified by us as "mandatory" or "compulsory" and otherwise comply with any training requirements under applicable law.
- iii. not make any misleading, deceptive or untrue statements to any person, including us, and any applicants or potential applicants in connection with any of our products or services (each an applicant);
- iv. not, without our prior consent, offer any discount, rebate, refund or concession (discount) to applicants with regard to our fees or interest rates unless the discount is offered from you or your aggregator from your or their own funds and you tell the applicant that you or your aggregator (as applicable) and not us is liable for the discount;
- v. provide to us any information that may reasonably be considered material to an application or our assessment in respect of an application or applicant (including from a credit worthiness perspective), and not withhold such information, including if it may lead to rejection of an application;
- vi. ensure that all information provided in connection with an application is accurate and complete, particularly information pertaining to financial matters;
- vii. personally interview each equipment finance applicant either in person, via video conferencing facilities or by telephone, and you must not delegate or subcontract this activity to other personnel.
- viii. where we appoint you as our agent to collect Know Your Customer (KYC) information for the purpose of identifying an applicant pursuant to the AML/CTF Act you will do so in accordance with Capital Finance's guidelines and the relevant customer identification laws and regulations;
- ix. not, in connection with an application, call upon an applicant at their place of residence or employment without first being invited to do so;
- x. not act dishonestly, harshly or unconscionably, nor threaten, harass or exert excessive pressure on any applicant or guarantor;
- xi. not tell or imply to, any applicant that finance or insurance must be obtained from us or any particular lender or insurer;
- xii. not initiate or encourage (whether directly or indirectly) the refinancing or discharging (other than in the ordinary course of its business) or churning of any approved Capital Finance's products or services unless that is in the best interest of the applicant;



- xiii. act at all times fairly and without regard to race, colour, sexual preference, gender identity, political affiliation, religion, national origin, disability, sex, sexual orientation, sex characteristics, marital status or age;
 - xiv. act at all times efficiently, honestly and fairly and in an ethical, reasonable and professional manner;
 - xv. provide applicants with sufficient information about Capital Finance's products and services to enable them to understand:
 - how it works;
 - the nature of fees and charges, and the method by which interest is calculated; and
 - the terms and conditions in a general descriptive manner pending issue of formal documentation;
 - xvi. act in the best interests of applicants, and any potential applicants in connection with any of our products or services and comply with responsible lending obligations, including by collecting and assessing information regarding their financial circumstances and objectives;
 - xvii. maintain confidentiality and not disclose information concerning an applicant's or guarantor's affairs without their consent;
 - xviii. deal with applicant and guarantor enquiries and complaints promptly, and promptly notify us where the complaint relates to our products, services or our relationship with you or the individual;
 - xix. not provide or permit the use of any broker code, accreditation or credentials issued to you by us to any other person, and all applications must be personally submitted by you to us using your broker code, accreditation or credentials;
 - xx. promptly notify us where you become aware of any error or potentially misleading content in any Application or associated material provided to us or of any suspected fraud or wrongful or illegal conduct; and
 - xxi. only use and display our logos, trademarks and other materials in which we own the intellectual property rights in accordance with our requirements, instructions and guidelines in respect of the same, and in all cases solely for the purposes of broking of our products and services.
- d. In addition, you must:
- i. obtain voluntary, informed, current, specific and unambiguous consent from each applicant and any guarantor, including in accordance with applicable law, prior to submitting any application or documentation.
- This consent must cover your disclosure to Capital Finance and for us to use and disclose that information in accordance with our application terms for the relevant

product or service, collection statements and privacy policies; and

- ii. notify each applicant that you:
 - are acting on their behalf in submitting their application to us; and
 - will receive a commission or other payment from us if we approve an application and settlement occurs and, if so required under any applicable law, the amount of the commission if ascertainable, in respect of their application; and
 - iii. not share or split commission with an introducer or other broker unless that introducer or other broker is licensed under any relevant state or territory legislation and has complied with any legislative requirements as to disclosure in respect of their dealings with an applicant.
- e. You acknowledge that we have sole discretion and authority to approve any application and that you are not acting on our behalf. You must not imply or represent to any applicant that we will, or you can, approve an application or that our decision to do so can be influenced by you.
- f. If you become aware that your broking activities in respect of our products or services, including the referral of applicants to us results in, or is reasonably likely to result in, an actual or perceived conflict of interest or duty with any other work you are performing or have agreed to perform for another person, you must:
- i. promptly notify us in writing; and
 - ii. otherwise take reasonable steps to avoid, manage and mitigate any such actual or perceived conflict of interest or duty.
- g. If submitting an equipment finance application for an applicant other than for your own broking business, you must declare a direct financial interest in the application if applicable.

3 Banking Code of Practice and Vulnerable Customers

You must take such steps as are reasonable given the activities performed by you to assist and enable us to comply with the "Banking Code of Practice" as published and updated by the Australian Banking Association, by ensuring that:

- a. where an applicant identifies to you matters that indicate they are or may be a "vulnerable customer" within the meaning of the Banking Code of Practice that:
 - i. those matters are notified to us where consented to by the applicant;
 - ii. you respect their need for confidentiality;
 - iii. you try to make it easier for them to communicate; and



- iv. you provide appropriate guidance and referrals to help them maintain or regain control of their finances if appropriate;
- b. that each applicant for an approved product meets the "substantial benefit" requirements under the Banking Code of Practice, or reasons are provided to us outlining why that applicant is a co-borrower but is not receiving a "substantial benefit;" and
- c. any guarantors:
 - i. are appropriately advised of the process that will apply in connection with their guarantee, including minimum review periods for disclosure packs issued by us; the notifications that they should receive should letters of demand be sent to the borrower or in relation to ongoing defaults of the borrower;
 - ii. that are director guarantors (other than a sole director guarantor) are informed that they have the right to receive the documents in the guarantor pack, and that these documents contain important information that may affect their decision to give a guarantee;
 - iii. are not given the guarantee or disclosure pack by the applicant or you, and do not sign the guarantee in the applicant's or your presence unless permitted by us; and
 - iv. where we require, prior to signing a guarantee, meet with us, (or if we permit you) to discuss being a guarantor, without the applicant being present.

4 Competitively Sensitive Information

- a. You must not, share Competitively Sensitive Information (as defined below):
 - i. about us with other lenders;
 - ii. about other lenders with us; and
 - iii. about you or your aggregator with us.
- b. Competitively Sensitive Information covers any Confidential Information that could influence how lenders compete with each other. Competitively Sensitive Information includes (but is not limited to) confidential details about:
 - i. a lender's future offerings, including proposed interest rates, fees or discounts or marketing strategy; and
 - ii. contracts or agreements you or your Aggregator has with lenders or suppliers.

5 Competition Protocols

You must:

- a. independently determine:
 - i. any fees you charge applicants;
 - ii. any discounts you charge applicants from your own funds; and
 - iii. the applicants to be offered new finance, rollovers, refinancing or an increase to an existing facility.
- b. not restrict our ability to offer new finance, rollovers, refinancing or an increase to an existing facility to customers introduced by you.

6 Financial Advice

- a. You acknowledge that your accreditation with us does not mean that you are an authorised representative of Capital Finance or otherwise authorised to act under any Australian Financial Services Licence (AFSL) or Australian Credit Licence held by Westpac Banking Corporation and its Australian related body corporates.
- b. You must not provide any financial product advice in relation to any financial products or arrange the issue of our financial products unless you do so under your own or a third party's AFSL that licenses the conduct or the conduct is otherwise exempt from the requirement to hold an AFSL.

7 Technology Usage

- a. Acceptable use of DriveOnline
 - i. You must use DriveOnline solely for the purposes within this Broker Code of Conduct
- b. Your conduct and use of DriveOnline is monitored by Capital Finance. Misuse of DriveOnline is a breach of this Broker Code of Conduct and will attract consequences.

Use of DriveOnline is monitored under individual broker logins in line with our Third-Party Privacy Notice available at capitalfinance.com.au/privacy/third-party-notice or by calling us on 1300 300 309. Use of DriveOnline by subordinate staff or colleagues is considered your use under your individual login.

