

Latitude Merchant Operating Guide

Latitude Financial Services product features and operating guidelines.

Oct 2021

Table of Contents

PART A PRO	OGRAM FEATURES				4
1.0	1.1 Mercha 4	ant			
2.0	2.1 Delive 5	ers ry 2.2	Deli	very	
	2.3 Timef 5	rames			
3.0	Latitude Produ 3.1 Genera 5 3.2 Stater 6	ctsal Purpose Card ments			
	Payme"Intere6	ent Deferred "Buy Nest Free" Payment ment Interest Free	Now, Pay Later" 09 Plan e" Payment Plan .	% Interest Paym	ent Plan 6
8	5.0	Latitude	Customer	Solutions	Enquiries
	5.1	Customer			Enquiries
	5.2	Customer			Complaints
	6.0	Latitude	ID		Requirements
	6.1	Identifying			customers
	6.2	Eligibility			
	6.3	. 8 Identification keeping			Documents 9 6.4 Record
		· -			10

		6.5	"Extensio	n 500" –	Raising	Red Fla	ıgs			
		10								
		7.0		Applica	ation					Process
		7.1		 Latitud	е		Applica	ation		Responses
		7.2		How	to	Cater	for	'IVulne		Customers
8.0	Но	w to C	omnlete :		 Oucher f					
0.0	110		ompiete							
		9.0		How	to		rocess	an		dd Or 13
		9.1		Transac	•		with		a 14	Card
		9.2		Transac	J		Withou	t 14	а	Card
		9.3		Comple		th	ne	Sales	5	Vouche
10.0	Re	questii	ng a Cred							16
11.0	Но	w to P	rocess a F	Return						
	12.0		Latitude							Settlemen
	12.1									
13.0	Sta	ff Trair		•••••			•••••			18
PARTCG	ENERALF	PROGE	- RAM TERM	1S						19
14.0										
15.0	Do	cumer	ntation Re	etention,	, Storage	and De	structior	า	••••	19
		16.0		Compli	ance		W	ith		Legislation
		16.1		Anti-Mo		aunderin				m Financing
		16.2		What		ney Lau	ındering	and Te	errorism	Financing?
		16.3		What	is		Australia 21	n AML/	CTF	Framework [*]
	17.0		Red							Flags
	107.1									22
	17.1	18.0		Nationa	al Consu tions (DE	mer Pro	tection A		Design	22 & Distributior 23
		18.1	••••••	Key						Obligations
		18.2						nterest Fre		23 nent Plans to

	custome	rs				•••••	24
	19.0	Misleading	• •	Deceptive	Cond		and
		Harassme	nt		2!	5	
	19.1	Unconscio	nable				Conduct
						25	
	19.2	Undue	Influence,	Pressur	e or	Unfair	Tactics
				25			
	19.3	Privacy					
		2 5					
	19.4	Conseque	nce	of		Non-Co	mpliance
					26		
	19.5	Privacy	an	d	Consumer		Credit
				•••••	26		
20.0	Dealing with the C	Customer					27
21.0	Dealing with Latite	ude					27
22.0	Significant Dealin	gs					27
PART D ADVER	RTISING GUIDELINE	S APPROVA	L PROCESS	S			28

PART A PROGRAM FEATURES

This Merchant Operating Guide (MOG) is the "Operating Guidelines" referred to in your Merchant agreement with Latitude. The MOG is an important document, which forms part of your Merchant agreement.

The MOG is to be used by Merchants whenever dealing with a Latitude credit card, and includes important information about:

- Advertising and promoting credit cards
- Processing applications and transactions
- · Application and transaction authorisation process; and
- · Training staff to enable them to comply with these procedures.

All Merchants must comply with the procedures outlined in this document, and Latitude credit cards must only be honoured in accordance with this document.

In this document, references to "Merchants" include both Merchants and Merchant's staff (unless otherwise stated).

The MOG sets out guidelines associated with writing finance on Latitude Products.

All other sections of the MOG set out all the rules and regulations of accepting Latitude credit cards in your store for promotional finance.

1.0 Contact Details

1.1 Merchant

Merchant Contact	Telephone Number	Operating Hours (AEST)*

Merchant Service Enquiries;	1300 361 921	Mon - Wed	8:30am - 7:30pm
- Add on Sales		Thur - Fri 8:30	0am - 9:00pm
- New Application Enquiries -		Sat - Sun	9:00am - 7:00pm
Extension 500			
Merchant Accreditation Enquiries;	1300 782 345	Mon - Fri	9:00am - 5:00pm
- New Retail Merchant Enquiries			
- Existing Merchant Enquiries			
- Account Manager Enquiries			
Stationery Order Enquiries;	03) 9644 9644 03)	Mon - Fri	8:00am - 5:30pm
- Point of Sale Supplies	9646 4161		
- Stationery Order Enquiries			

1.2 Customer

Customer Contact	Telephone Number	Operating Hours (AEST)*
Customer Solutions;	Gem: 1300 630 977	Mon - Fri 8:00am - 7:00pm Sat
- Credit Limit Increase	GO: 1300 462 273	9:00am - 5:00pm
Enquiries	CreditLine: 1300 131 024	
- Card Activations		
- Lost and Stolen Cards		
Customer Resolutions;	1300 369 340	Mon - Fri 9:00am - 5:00pm
- Complaint		
Management		

^{*}Except Christmas Day, Good Friday and New Year's Day or as otherwise advised. These times may alter during daylight saving periods.

2.0 Stationery Orders

Online Stationery Orders can be accessed via the Latitude Portal and follow the links to catalogue ordering. (If you log in via the Latitude Portal you will not need to enter a password).

2.1 Delivery

All goods will be delivered from the Finsbury Green central warehouse in Melbourne. A Finsbury Green delivery docket will accompany each order with the following details:

- Product Ordered
- Product Description
- Quantity Ordered

The person receiving the order should check that the goods delivered match the paperwork provided. If there are any discrepancies, please contact Finsbury Green immediately. All customer service enquiries can be directed to Finsbury Green on the following number:

Finsbury Green Telephone: (03) 9644 9644 / (03) 9646 4161

2.2 Delivery Schedule

Orders for stationery/point of sale held in the warehouse will be picked, packed and dispatched via standard road transport. Please note the time frames detailed below and allow the specified number of days for delivery when placing orders. All orders can be expected to reach you within the following time frames:

2.3 Timeframes

	Sydney, Melbourne, Canberra & country VIC	1-2 Days
--	---	----------

Selected Metropolitan	Brisbane & Tasmania	3-4 Days
areas	Perth	4-5 Days
All other areas including	NSW, SA & Canberra	2-3 Days
country locations	QLD	4-6 Days
	WA & NT	5-7 Days

For any urgent deliveries please call 03 9644 9644 to discuss and make a suitable delivery arrangement.

3.0 Latitude Products

The below products can be used for interest free purchases on the Merchant Portal (product features, benefits and rates can be found online); Latitude Gem Visa – www.gemvisa.com.au Latitude GO Mastercard – www.gomastercard.com.au

CreditLine (applied for at apple)

CreditLine - www.interestfree.com.au

Buyer's Edge – www.buyersedge.com.au

3.1 General Purpose Credit Card

If the customer wishes to proceed with the offer, they will be issued with a credit card.

Latitude credit cards are revolving credit products such as these, which means that customers can repay money and use their available credit limit at any time

These credit cards can be used according to the products conditions of use.

3.1.1 Mobile Card

Mastercard and Visa can also be used via mobile devices.

3.1.2 Card Activation

- All credit cards (new, reissue and replacements) must be activated before the customer can use them.
- Customers can make Add On purchases BEFORE they receive their card with their account number.
- The customer can activate their credit card by calling the Customer Solutions (Refer PART A 1.2 Contact Details) and following the prompts (instructions of how to do this are provided with the card).

IMPORTANT NOTE:

Activation is immediate so advise the customer to call Latitude and activate their card and then, subject to successful activation, you can process the sale again through Latitude Merchant Portal.

- If the Add On is made via Integrated Voice Response (IVR), you will be requested to place the customer on the phone to activate their card and once completed, you will be able to continue with processing your Add On authorisation through the IVR. Should you have any difficulties you will be referred to an operator who will need to speak to the customer to activate their card, and if successful, then the operator will process the Add On sale immediately thereafter during the same phone call.
- If the customer attempts to use their card via ATM/EFTPOS/Bank Branch prior to the card being activated they will be declined.

Monthly statements are issued to all customers with a balance on their account, including those with an Interest Free Payment Deferred (Buy Now Pay Later) term not requiring a payment in that month.

3.3 Payment Options

Customers have the following options for making repayments. Fees and charges associated with the various payment channels can be found on the Financial Table.

- Online by logging on to the Online Service Centre or direct bank transfer through the Latitude App.
- Direct Debit a direct payment can be made from a nominated bank account equivalent to the minimum monthly payment required.
- BPAY® by Internet or phone using the online or telephone banking service of the customers Financial Institution.
- Mail by detaching the bottom portion of the monthly statement and mailing it to Latitude with a cheque or money order.
- Australia Post by presenting their statement for payment at any outlet of Australia Post.

Merchants cannot accept payments in store. Merchants must refer customers to the above payment channels. Registered to BPAY Pty Ltd ABN 69 079 137 518.

4.0 Promotions

Customers can access multiple promotional terms and transactions concurrently on the one Latitude Financial Services account (without the need to reapply) up to their available credit limit.

The ones most commonly used are:

Payment Deferred "Buy Now, Pay Later" Interest Free Payment Plan

"Buy Now, Pay Later" is a repayment option that requires no payments during the buy now pay later promotional period. However, customers can make payments at any time. Interest applies if there is an outstanding balance after the interest free period ends.

"Interest Free" Interest Free Payment Plan

Customers need to make a minimum payment each month. Plans start from 6 months. Interest applies if there is an outstanding balance after the interest free period ends.

• "Instalment Interest Free" Interest Free Payment Plan

With equal monthly payments, customers know exactly how much to pay each month. Interest applies if there is an outstanding balance after the interest free period ends.

The merchant portal will provide available promotions for specific stores.

PART B OPERATING GUIDELINES

5.0 Latitude Customer Solutions Enquiries

5.1 Customer Enquiries

If a customer has any enquiries about their account the customer can refer to the product website, the online service centre, the mobile app or call the Customer Solutions Centre, (Refer PART A 1.2 Contact Details).

Types of enquiries may include:

- · Notification of change of address
- Payment options
- Account balance enquiry
- Statement enquiry
- Withdrawing cash from ATMs
- Using the card for everyday transactions
- Additional cardholders
- Card product & features
- Card Activations
- Lost and Stolen Cards

5.2 Customer Complaints

A Merchant must immediately refer the customer to Customer Resolutions (Refer PART A 1.2 Contact Details) regarding any customer complaints about credit cards or accounts. If Latitude requests, Merchants must provide Latitude with copies of any correspondence relating to a customer complaint about goods and/or services transacted on an account or any other assistance Latitude may reasonably need to resolve a customer complaint.

Merchants can also log a customer complaint in merchant portal on behalf of the customer.

Training, complaints & operating manuals > Latitude credit card customer complaints.

Capture as much detail as possible to populate the form. Latitude will contact the customer to discuss and resolve the complaint

6.0 Latitude ID Requirements

6.1 Identifying customers

Latitude must establish and verify the identity of the people who utilise our products and services so that Latitude can be reasonably satisfied the customer is who they claim to be. This process is called Know Your Customers or KYC.

6.2 Eligibility

To be eligible to apply, the applicant must be over 18 years of age and meet at least one of the following criteria:

- 1. Australian citizen; or
- 2. Must have intent and visa permission to stay in the country for the next 12 months

In all cases, you must sight, verify and record the customer's identification to meet our obligations under AML Legislation.

6.3 Identification Documents

There are **2 options** for the customer to provide ID for you to verify:

LATITUDE FINANCIAL SERVICES IDENTIFICATION (ID) REQUIREMENTS

Identifying customers

There are **2 options** for the customer to provide ID for you to verify:

Option 1 – only ONE ID document is required, any one of:

- · Australian Driver's Licence
- Australian Digital Driver's Licence* (SA & NSW only)
- Australian Learner's Permit
- NSW photo card with customers full name, address and DOB
- Proof of age card with address
 *Can only be used in issuing State, e.g., SA digital driver's licence can only be used in SA

Option 2 – TWO ID documents are required

Any ONE of these ID documents

- Australian Passport with photo (that has not been expired for more than 2 years)
- Foreign Passport with Accredited Translation (that is current, not expired)
- Pension Card
- A birth certificate or birth extract issued by an Australian state or territory

PLUS any ONE of these ID documents that shows the customer's address

- Centrelink statement (less than 12 months old)
- Rates notice (less than 3 months old)
- Utility bill:
 Gas/electricity/water/home
 phone/mobile phone (less than 3
 months old)
- Tax Notice of Assessment (less than 12 months old):
 If a Taxation Notice is used (as Secondary ID) you must use the
 Document No, not the Tax File no

You must check and make sure

- ID is current, original and does not show any obvious signs of tampering
- All required ID details are correctly entered in the Personal Details –
 Identification section of the application e.g., full name (in correct order), date of birth and address (current or previous) and match the application details
- For Digital Driver's
 Licence's please ensure
 you check the security
 features applicable to each
 state to confirm the
 Licence is valid. Refer to
 the below for further
 information relating to
 digital driver's licence
 security features.

Note: You are not required to keep a copy of the ID document.

Digital Drivers Licence Security Features

State	How to check Security Features	Useful Links
ACT	Digital Driver Licence is currently NOT AN ACCEPTABLE FORM OF ID	
NSW	 Ask the customer to go into their Service NSW app Choose the digital licence images Swipe down the digital driver's licence to update the last refreshed time. This date will appear on the right side of their photo 	For more information, screenshots, and videos on checking digital driver licences go to service.nsw.gov.au/digital-driverlicence
	Other features include:	
	Animated NSW Government logo	
	Waratah hologram moves when phone is titledWatermark matches the license photo	
NT	Digital Driver Licence is currently NOT AN ACCEPTABLE FORM OF ID	
SA	 Ask the customer to enable the "shake-to-animate" feature that has been added to the mySAGOV app, which will animate the screen and display the time and date 	For more information, screenshots, and videos on checking digital driver licences go to my.sa.gov.au
	Ask the customer to shake their phone to show that it is not a screenshot.	
	Other features:	
	 One time barcode that can be scanned using the mySAGOV app 	
QLD	Digital Driver Licence is currently NOT AN ACCEPTABLE FORM OF ID	
TAS	Digital Driver Licence is currently NOT AN ACCEPTABLE FORM OF ID	
VIC	Digital Driver Licence is currently NOT AN ACCEPTABLE FORM OF ID	
WA	Digital Driver Licence is currently NOT AN ACCEPTABLE FORM OF ID	

6.4 Record keeping

- ✓ It is essential you always follow the correct record keeping and document management process.
- ✓ It is your responsibility to ensure all information is recorded in the Merchant Portal as detailed on the customer's ID document/s.
- ✓ Latitude will keep and maintain customer records for the duration of the customer relationship and 7 years after the relationship has ended.

6.5 "Extension 500" – Raising Red Flags

To assist you in meeting Legislative requirements, Latitude has developed a process to ensure you can report any potentially Suspicious Activity to us safely and without risk of "Tipping Off" the customer.

Refer PART C 17.1.2 Red Flags and PART C 17.1.3 Tipping Off under AML/CTF Legislation.

Where you identify any suspicious activity or behaviour, you must contact Latitude (Refer PART A 1.1 Contact Details) and advise our Representative that you need to be put through to "Extension 500".

The Representative will ask you closed-ended questions to ensure that you can provide us the necessary details without making the customer aware of your concerns.

The Representative will then advise you of the next steps to take and help you manage the situation safely.

7.0 Application Process

New applications are either processed through the Latitude Merchant Portal, Product websites or via the Merchants website.

To offer applications at the Merchant website, please contact your Account Manager to arrange online integration.

The Latitude Merchant Portal is located at https://merchantportal.latitudefinancial.com.au
To access the Latitude Merchant Portal, you will need to arrange for login details with your Administrator prior to being able to access the system.

The Merchant Portal has detailed training on how to process a new application under the 'Training & Operating Manuals' section.

7.1 Latitude Application Responses

When an application is submitted and assessed the system will display one of the following responses;

- 1. Approved
- 2. Conditionally Approved
- 3. Referred
- 4. Declined

7.1.1 Approved Responses

For applications submitted via the Latitude Merchant Portal, Latitude will provide Merchants with an Approved response and a pre-populated Financial Table (including account number, credit limit and disclosure date) and a completed Sales Voucher.

The customer may choose to make additional transactions with the available credit on the same day as the application is taken. Process additional authorisations through the Latitude Merchant Portal, if you are the originating store, or contact Latitude to obtain an authorisation for the additional transaction (to process as an Add On sale).

If the customer chooses to upgrade or downgrade their transaction to a different amount the sales voucher can be edited or reversed on the Merchant Portal.

A customer who is approved can shop immediately.

For applications submitted via an online channel, applicants are instructed to:

· Write down their account number

- Take their account number and photo ID, showing their current address instore.
- Complete their purchase

7.1.1.1. Specific CreditLine next steps

CreditLine applicants who nominated to have products shipped to their address, customers are instructed to save their email and wait for a call.

What happens next?

- 1. An Apple Specialist will phone them within 2 business hours to place their order.
- 2. They will then answer a few simple security questions to confirm their identity.
- 3. The Apple Specialist will place the order and their Apple products will be delivered!

If they have any Customer Service questions, they should call Apple on 133 622, selecting option 1, then option 4, then Ext: 542470#

For applicant's intending to shop at an Apple Retail Store, customers are instructed to:

- · Write down their account number
- Take their account number and photo ID, showing their current address instore.
- Complete their purchase

7.1.2 Conditionally Approved

This response means the applicant has been credit approved by Latitude, however Latitude is yet to establish and verify the income of the applicant, before they can become a customer (approved account), to then be able to shop.

Latitude will provide you with details of what further information and documents the customer must provide to complete the 'proof of income' step.

These income documents need to be received and verified by Latitude before the applicant can become a customer (account), to then enable them to shop.

7.1.3 Referred Responses

Latitude may refer applications for a range of reasons. Additional information may be requested to continue assessment of referred applications in most cases.

7.1.4 Declined Responses

Latitude may decline applications based on the information the customer has provided. If the customer requests more information, ask the customer to contact Latitude (Refer PART A 1.2 Contact Details).

Merchants must destroy any documentation or application information about the client.

Merchants must not disclose any customer account or personal information to anyone other than I atitude.

The Privacy Act requires all cardholder information shown on the Application be kept strictly confidential. Merchants must not:

- Keep a copy of the Application or the details on it, or
- Show, provide or discuss the Application or any details on it with anyone other than Latitude.

• Merchants must not disclose any customer account or personal information to anyone other than Latitude.

7.2 How to Cater for Vulnerable Customers

Some customers have unique needs and require additional support. These customers are often referred to as customers experiencing vulnerability; A customer or a potential customer whose ability or circumstances require us to provide additional support to enable them to interact with us or to make an informed decision.

We need to treat customers experiencing vulnerability fairly, with care and empathy to their circumstances, making sure the interaction is a positive one.

Any one of us can be vulnerable at any time in our lives

Customers may be experiencing vulnerability for many reasons which can include language barriers, education levels, mental health reasons, disabilities, being from remote communities or of Aboriginal and Torres Strait Islander heritage.

Aboriginal and Torres Strait Islander people continue to be one of the most vulnerable groups in Australia.

You may identify a customer is experiencing vulnerability if they:

- Appear confused, repeat the same question, or they might take a long time to respond.
- Respond with comments or answers which are inconsistent with the conversation.
- Proactively advise you they are currently going through a difficult time in their lives.
- Indicate they require a 3rd party (power of attorney, independent legal advisor, or financial counsellor) to help them understand information and support them making a decision.

You need to be confident that the customer understands the contract they are entering into. If you feel your customer is having difficulties understanding the product, then do not proceed with the application. Refer them to Latitude for further assistance or advise they have the option of seeking independent financial or legal advice.

In instances where a customer is experiencing vulnerability you should call Latitude.

8.0 How to Complete a Sales Voucher for a New Account

A sales voucher can be processed through the Latitude Merchant Portal. The online process is available from the 'Training & Operating Manuals' section of the Latitude Merchant Portal located at https://merchantportal.latitudefinancial.com.au.

9.0 How to Process an Add On

An Add On can be processed through the Latitude Merchant Portal. The online process is available from the 'Training & Operating Manuals' section of the Latitude Merchant Portal located at https://merchantportal.latitudefinancial.com.au.

IMPORTANT NOTE:

If the Customer is shopping without their Latitude card, you are able to process this in Merchant Portal. Login and go to the Add On section and click on 'Customer Card # not available'.

Complete Customer Drivers Licence and date of birth details and select 'Search'

If the customer provides a digital drivers licence, please ensure you verify the licence using the security features relevant to each State (see below for details).

Only customers in SA & NSW can currently use a digital drivers' licence, and can only use their digital driver's licence in the State that it has been issued, e.g., NSW customers can only use it in NSW stores.

NSW

- 1. Ask the customer to go into their Service Now app
- 2. Choose the digital licence images
- 3. Swipe down the digital driver's licence to update the last refreshed time. This date will appear on the right side of their photo

For more information, screenshots, and videos on checking digital driver licences go to service.nsw.gov.au/digital-driver-licence

SA

1. Ask the customer to enable the "shake-to-animate" feature that has been added to the mySAGOV app, which will animate the screen and display the time and date 2. Ask the customer to shake their phone to show that it is not a screenshot.

For more information, screenshots, and videos on checking digital driver licences go to my.sa.gov.au

The Latitude database will search and pre-populate the Customer account details if the customer is successfully located.

If the match is unsuccessful, you will need to contact Latitude.

The process below is an example of the manual process and **should only be used if Merchant**Portal is not available.

Does the customer have a card?

The customer can make an Add On transactions before they receive their card.

9.1 Transacting with a Card

- For subsequent transactions (Add On) after the customer's account has been opened, the customer must have an activated card to make further transactions.
- Check the expiry date on the card is valid. If the card has expired the customer will need to call Latitude. Do not progress with the transaction.

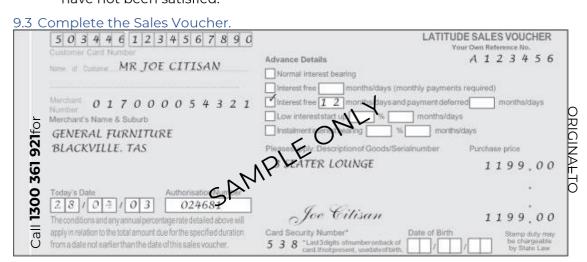
9.2 Transacting Without a Card

You will need to contact Latitude. The Latitude operator will need to verify the customer over the phone.

- If the customer can be verified, and the customer has a current and active card, the Latitude operator will provide the Merchant with the account number details to complete the Sales Voucher.
- If the customer cannot be verified, Latitude will notify the customer and the Merchant that the transaction cannot be processed.

Check the minimum amount financed (amount financed is the transaction amount less the deposit if applicable). For details on the minimum amount financed for specific plans refer to Plan Terms and Rates or Latitude Merchant Services will be able to provide.

- All non-promotional purchases with a Mastercard or Visa must be processed as a Mastercard or Visa transaction.
- Don't proceed with the sale where the minimum purchase amount or deposit requirements have not been satisfied.



For Add Ons, contact Latitude to obtain an authorisation number over the phone:

- Follow the prompts to obtain the authorisation number.
- New Customer credit cards will require activation prior to being able to transact on the card. Refer PART A 3.1.2 Card Activation.
- Calls are transferred out of the Interactive Voice Response (IVR) to a Latitude Operator when a transaction cannot be completed.
- Don't proceed with the sale where authorisation from Latitude is not obtained. If the customer does not have available credit, a credit limit increase may be requested by the customer via the online service centre. Credit Limit increases are subject to normal lending criteria.

IMPORTANT NOTE:

Merchants must not recommend or encourage customers to apply for a credit limit increase.

Complete the authorisation number on the Sales Voucher.

- One authorisation number is provided, and covers all products/services listed on the Sales Voucher
- Sales Vouchers that do not have an authorisation number will be rejected by Latitude.
- Advise the customer if the authorisation is declined. If the customer wishes to speak to Latitude, direct them to contact Latitude.

If the customer completes more than one transaction and the goods/services are not provided, delivered or taken on the same day, then you must:

- Contact Latitude via phone to obtain an authorisation number for the total amount of all items/ services being delivered, taken/provided.
- Complete a separate Sales Voucher for each item/service that will be provided, delivered or taken on a different day.
- When sending multiple Sales Vouchers (splitting the authorisation amount into smaller transactions) the same authorisation approval number must be used on voucher.
- If the customer is purchasing items on different plan terms, a separate Sales Voucher must be used for each plan term.

Have the customer sign the Sales Voucher to acknowledge that the transaction will be charged to their account.

• Check that the customer's signature on the Sales Voucher is the same as the signature on their card or on other forms of identification if customer does not have their card.

IMPORTANT NOTES:

- Sales Vouchers unsigned or unauthorised will not be processed by Latitude.
- Do not send Sales Vouchers to Latitude until the customer has taken delivery of the goods or services have been provided.
- Sales vouchers are to be submitted to Latitude within 365 days of authorisation. If goods/services have not been delivered/provided within the 365-day period, Merchant is to contact Latitude to re-authorise the add-on before the 365-day period expires.

10.0 Requesting a Credit Limit Increase

If a customer requests a credit limit increase, they can do so via their online service centre or call Latitude (Refer PART A 1.2 Contact Details).

IMPORTANT NOTE:

Merchants must not recommend or encourage customers to apply for a credit limit increase.

11.0 How to Process a Return

A Return can be processed through the Latitude Merchant Portal. The online process is available from the 'Training & Operating Manuals' section of the Latitude Merchant Portal located at https://merchantportal.latitudefinancial.com.au.

A return can also be processed by completing the Credit & Adjustment Voucher and sending to Latitude.

The form is located on the Merchant Portal

(https://merchantportal.latitudefinancial.com.au) at the 'Forms' page under 'Training & Operating Manuals'.

12.0 Latitude Settlement

- 1. Settlement will only occur for correctly completed transactions.
- 2. The settlement amount Latitude must pay the Merchant will be the net of the following:
 - The value of sales shown as the 'total' of purchases on Sales transactions plus commission (if payable): less
 - The amount of any Credit transactions processed by Latitude;
 - The Merchant Service fee(s) on the transactions;

- Any amounts that may be withheld under 3 of the Merchant Terms and Conditions; and
- Any other amounts owed to Latitude.
- 3. Settlement will be by automatic deposit to the Merchant's bank account.
 - If the net settlement amount is a payment to the Merchant, a direct credit to the Merchant's bank account will occur.
 - If the settlement amount is a payment to Latitude, then Latitude will wait until there are sufficient funds. If the Merchant has a debit agreement with Latitude, then Latitude will debit the Merchant's bank account.
- 4. For each product, a settlement statement will be provided to Merchants daily after the processing of each batch of transactions, containing:
 - Value of each individual transaction processed.
 - Details of any Merchant Service Fees charged.
 - Details of any Commission payable.
 - Details of any returned transactions.
 - A summary of the value of transactions processed by Latitude and the net amount paid.
- 5. The settlement report should be used to reconcile the transactions supplied to Latitude with the amount credited to the Merchant's bank account.
- 6. Any amounts payable to Latitude, which are not offset or recouped through settlement, may be billed by Latitude to the Merchant. If the Merchant has a direct debit agreement with Latitude then Latitude will debit the Merchant's bank account.
- 7. The settlement statement should be used as a Tax Invoice for the purpose of claiming the GST component of the Merchant Service Fee.

12.1 Example of a Merchant Settlement Detail Statement

This is an example of a Merchant Settlement Detail Statement that will be provided to Merchants daily after the processing of each batch of transactions.

				RCHANT ement Inform		LEMENT	DETAIL	
APC Dontol Craus			STAT	IIs for transa FEMENT NU	JMBER:	ocessed on	15 Novembo	1,0
ABC Dental Group 4 362 KINCAIRDS ROA	D		Conta	act Fax Num	ber		(02) 987	76 5
BLACKWELL TAS 75			Curre	ency				A
DEMONTELE THE TO			Page					1
Transaction Totals								
Transaction Type	Transaction	Commission Amount (GST inclusive)	MSF			Net S Total	Sponsored MSF	
Sales	4,122.00	274.73	(88.00)	(8.0	0) 4.	,307.73	0.00	
Sales Returns	(2,950.00)	(259.60)	0.00	0.0		209.60)	0.00	
Net Charge Backs	0.00	0.00	0.00	0.0		0.00	0.00	
Totals	1,172.00	15.13	(88.00)	(8.0	0) 1	,098.13	0.00	
Date Cardholder Nai Sales			(GST inclusive)	MSF	MSF		MSF	
12/10/2006 5039 4683 2934 16 JACKSON, MARK	09 9535761	1,947.50	171.38	0.00	0.00	2,118.88	0.00	
12/10/2006 5039 4683 5698 90 BERDLESS, ADAM		5 1,000.00	0.00	(88.00)	0.00	912.00	0.00	
12/10/2006 5039 4683 2459 01 BRAUN, JOHANN		8 1,174.50	193.85	0.00	0.00	1,277.85	0.00	
9.35	Sales Total	4,122.00	274.73	(88.00)	0.00	4,307.73	0.00	
Sales Returns 12/09/2006 5039 4683 5393 94 SMYTHE, TIM	01 9533138	(1,000.00)	(88.00)	0.00	0.00	(1,088.00)	0.00	
13/10/2006 5039 4683 5449 19 BROWNING, SHEL	07 9533735 LE 9533735	5 (1,950.00)	(171.60)	0.00	0.00	(2,121.60)	0.00	
	Sales Returns Tota	(2,950.00)	(259.60)	0.00	0.00	(3,209.60)	0.00	
Oį	ening Balance						0.00	
M							1,172.00 (88.00)	
	ST amount on M tal Commission		SST				(8.00) 15.13	
Ne	et Transaction A	Amount					1,098.13	
Se	ttlement Amou	int deposited	I to your ba	nk accou	nt		1,098.13	
CI	osing Balance						0.00	
Re	efer to the Recip	ient Created	Tax Invoice	for the Co	mmissi	on Details		

13.0 Staff Training

Merchants must ensure that all staff involved with the processing of applications or transactions regularly attend training programs so that they are able to understand and comply with these Operating Guidelines.

Latitude will provide training materials for use in conducting the training programs required. The Merchants should contact Latitude for further training material and more information. Any new policy or procedure documents will be provided via the Latitude Merchant Portal.

It is your responsibility to ensure that all staff involved with Latitude are trained on the most upto-date policies and procedures and ensure staff is available for training and meet Latitude training requirements when delivered by various methods including hosted Learning Management Systems and the Latitude Account management team.

Staff not meeting training requirements can result in consequences (Refer PART C 19.4 Consequences of Non-Compliance)

PART C GENERAL PROGRAM TERMS

The Merchant must follow the requirements below regarding documentation, compliance with legislation, dealing with the customer and dealing with Latitude.

14.0 Documentation sent to Latitude

All documentation that a Merchant sends to Latitude must comply with the following guidelines:

- All procedures set out in this document have been followed in relation to that document.
- All documentation is accurate and complete.
- All documentation has been correctly signed by the customer and the signature is genuine, not forged or unauthorised. The signature has not been altered, and it matches the signature on the identification provided by the customer.
- There is no reason to suspect fraud or suspicious activity relating to any documentation.

A Sales Voucher must not be submitted for settlement or forwarded to Latitude unless the following guidelines have been complied with:

- The Sales Voucher relates to the sale of the products and/or services listed in it and all products and/or services involved are written on the Voucher.
- No reimbursement, payment or trade-in has been received, or will be accepted, for the amounts listed on the Sales Voucher.
- All goods listed on the Sales Voucher have been delivered and/or, fully installed. Any services have been fully performed.
- All goods and/or services provided to the customer corresponded with their description in the Sales Voucher and any sample shown to the customer, and were of Merchantable quality, and were fit for the purposes which the customer make known to the Merchant.
- The Merchant has not and will not, do anything to prevent any amounts owing by a Customer from being valid and enforceable by Latitude.
- The Merchant has not and will not, take or grant any right or security interest in the Sales Voucher.
- The information contained in the Sales Voucher has not previously been submitted to Latitude or any other credit provider.

15.0 Documentation Retention, Storage and Destruction

- Sales Vouchers must be kept with the merchant and produced on Latitude's request to aid dispute resolution, up to 7 years post transaction date.
- It is the responsibility of the merchant to ensure all customer documentation is not disclosed. The following documents must be securely destroyed;
- Applications
- Customer ID and supporting documentation

16.0 Compliance with Legislation

16.1 Anti-Money Laundering and Counter-Terrorism Financing Legislation

This section has been designed to provide you with an understanding of the Anti-Money Laundering and Counter-Terrorism Financing Act (2006), its impact on Latitude's products and processes and consequently your responsibility as Latitude intermediaries.

Anti-Money Laundering and Counter-Terrorism Financing is also often referred to as AML/CTF.

- 1. WHAT IS MONEY LAUNDERING AND TERRORISM FINANCING?
- 2. WHAT IS THE AUSTRALIAN AML/CTF FRAMEWORK?
- 3. WHAT ARE THE RISKS?
- 4. WHAT DO YOU NEED TO DO?
- 5. RED FLAGS

Upon comprehension of this section, you will be able to:

- Describe the obligations of Latitude under the AML/CTF Act and Rules.
- Explain the consequences of non-compliance with the AML/CTF Act and Rules.
- Identify the type of risks Latitude might face and understand the potential consequences of such risk
- Use processes and procedures, provided by Latitude's AML/CTF program, that are relevant to work carried out by intermediaries.

You are required to acknowledge your completion of AML/ CTF training:

- For Online Applications, Training Acknowledgement must be accepted (once only) when logging onto the Portal OR
- For Manual Applications, Acknowledgement is given by signing the Merchant Declaration.

16.2 What is Money Laundering and Terrorism Financing? *16.2.1 Money Laundering*

Money Laundering is the process of converting money generated by criminal activity into seemingly legitimate funds.

Any kind of criminal activity including fraud, theft, tax evasion, drug trafficking, racketeering, prostitution, smuggling, kidnapping for ransom and threats to extort money can be a source of criminal funds.

Money laundering strengthens the position of criminals in our society, undermines the global financial system and destroys Australia's reputation as a clean, effective country in which to do business.

16.2.2 Terrorism Financing

Terrorism Financing is the process of using funds to support terrorist groups and perpetuate terrorism.

Funds to finance terrorism don't necessarily come from criminal activities - they can come from private contributions or donations from people who may or may not be aware that they are financing terrorism.

These funds often enter the financial system in relatively small amounts – so they can be difficult for financial institutions to detect.

Terrorism financing is the lifeblood of terrorist groups. By combating the financing of terrorist acts, financial services businesses play a crucial role in the worldwide fight against terrorism.

16.2.3 Targeting Financial Institutions

It's important for all of us to prevent criminal funds from entering, continuing through or leaving the financial system.

The key objective for a:

- Money launderer is to place criminal money into the financial system to hide its criminal origins.
- Terrorism financier is to take money out of the financial system and use it to finance acts of terrorism.

To launder money or finance terrorist activity, funds usually need to pass through at least one financial institution.

Latitude is always a potential target, so we must constantly guard against the risks.

16.3 What is the Australian AML/CTF Framework? 16.3.1 The Act and Rules These

laws:

- Meet international standards to protect Australian businesses from being used for Money Laundering and Terrorism Financing
- Make it harder for criminals to use the profits of crime and terrorists to receive money, to carry out terrorist acts.

The AML/CTF Act regulates all businesses and individuals that provide Designated Services. Credit cards including Latitude Gem Visa, CreditLine, Latitude GO Mastercard, CareCredit, and Buyer's Edge are designated services under the AML/CTF Act.

As such:

• As our Intermediaries, Latitude is relying on you to help it comply with its obligations.

16.3.2 Policies, Procedures and Individual Compliance

Financial institutions all over the world have responded to the threat of money laundering and terrorism financing by devising AML/CTF policies, procedures and controls.

Policies and procedures can only be effective if everyone is aware that they exist and is committed to following them.

As our Intermediaries you must follow the Policies and Procedures in respect to the sale of our products.

16.3.3 Complying with Australian Law

To comply with Australian law:

- YOU DO NOT need to be aware of all the details of the legislation and regulations governing the prevention of Money Laundering and Terrorism Financing
- YOU DO need to be aware of the key points and particularly, the policies and procedures that are relevant to your role as an Intermediary of Latitude. It is important that both Latitude and its Intermediaries take these obligations seriously.

IMPORTANT NOTE:

Always follow the processes and procedures relevant to your job.

• Make sure that you know what to do if you know or suspect that any illegal activity is taking place

16.3.4 What Do You Need To Do?

IMPORTANT NOTE:

These Legislative requirements are supported in the procedures for Acceptable Identification.

16.3.5 Identifying Customers

Latitude must establish and verify the identity of the people who take advantage of our products or services. This process is called Know Your Customers or KYC.

The principal objectives of our Know Your Customer (KYC) procedures are:

- To ensure that we accept only legitimate and bona fide customers
- To ensure that we properly identify our customers and understand the risks they may pose for us

16.3.6 Accepting New Customers

Prior to providing a Designated Service such as a credit card to a new customer, Latitude must complete the applicable customer identification procedure. Refer to 6.0 Latitude ID Requirements for further information on the customer identification process.

17.0 Red Flags

17.1 Potentially Suspicious Matters

Potentially Suspicious Matters are events, patterns of behaviour or transactions that are unusual or that could indicate that a customer is involved in money laundering or terrorism financing.

They arise when you have reasonable grounds to suspect that a customer, or a potential customer, is involved in criminal or terrorist acts.

17.1.2 Red Flags

Potentially Suspicious Matters can involve (though are not restricted to):

- A customer is unusually nervous
- A customer doesn't appear to be the person they claim to be
- A customer is unable or unwilling to provide personal background information if required
- A customer provides unusual, suspicious, or falsified identification or income documentation if required
- A customer discusses our record keeping or reporting duties with the apparent intention of avoiding them

All of us must be alert to potentially Suspicious Matters.

Latitude must report any Suspicious Matters to the Australian Transaction Reports and Analysis Centre (AUSTRAC).

These reports must be made within tight deadlines and failure to meet these deadlines could result in regulatory sanctions.

To enable Latitude to meet its obligations, it is important that you let us know immediately if you encounter or identify something that is potentially suspicious.

17.1.3 Tipping Off

If you do identify a potentially suspicious matter regarding a customer or transaction, you must never inform an individual that they, or their activities, are the subject of a report to Latitude and potentially AUSTRAC, or an investigation into money laundering or terrorism financing.

"Tipping off" or informing the wrong people about any report to AUSTRAC related to money laundering and terrorism financing, could compromise an investigation.

"Tipping Off" is an offence under Australian Law, punishable by up to 2 years imprisonment and/or a fine.

For this reason, you should never inform a customer, or anyone else, that a report has been made about them or their activities and you should never discuss potentially suspicious activities with anyone other than:

• The designated contact at Latitude.

If information that you provide forms part of a suspicious matter report to AUSTRAC about a customer, your identity will be protected. Latitude has developed policies and procedures ("Extension 500") that articulate the process that you need to follow if you identify potentially suspicious activity. You must ensure you follow these procedures. For more information, consult your Latitude Representative.

17.1.4 "Extension 500" - Raising Red Flags

To assist you in meeting your Legislative requirements, Latitude has developed a process to ensure you can report any potentially Suspicious activity to us safely and without risk of "Tipping Off" the customer.

Contact Latitude (Refer PART A 1.1 Contact Details) and advise our Representative that you need to be put through to "Extension 500".

The Latitude Representative will ask you closed-ended questions to ensure that you can provide us the necessary details without making the customer aware of your concerns.

The Latitude Representative will then advise you of the next steps to take and help you manage the situation safely.

17.1.5 Modern Slavery Act 2018 (Cth)

Latitude promotes compliance with the Modern Slavery Act 2018 (Cth) and requires any Merchant with which it deals to ensure they take all reasonable steps to ensure that within the Merchant's operations and supply there is no non-compliance with laws prohibiting the use of forced, indentured or convict labour or the labour of persons in violation of the applicable minimum working age laws, or the use of labour in violation of applicable minimum wage, hours of service, or overtime laws (Modern Slavery Laws). Latitude must be notified as soon as you become aware of any actual or suspected non-compliance with Modern Slavery Laws.

We encourage our third parties to view Latitude's Modern Slavery Statement for further information regarding Latitude's approach to combatting modern slavery.

18.0 National Consumer Protection Act 2009 & Design & Distribution Obligations (DDO)18.1 Key Obligations

A credit provider must not enter, suggest or assist a customer to apply for a credit contract if the credit contract is unsuitable for the customer.

- Ensure you read the application statements and questions in full to the customer. This includes the suitability question at the start of the application to confirm that the Latitude credit card is the right product for your customer
- Make sure the customer understands they are applying for a credit card as you will need to acknowledge this on their behalf.
- Advise your customer to apply for a credit limit that suits their requirements, including planned purchase
- Provide customer with a Key Facts Sheet and Credit Guide booklet before starting the application.
- Provide the customer with the link to or a copy of Target Market Determination if requested

IMPORTANT NOTE:

- Make sure you capture all the information and follow the instructions when completing a New Application, this will make sure you comply with Responsible Lending guidelines.
- The customer may be required to provide proof of income documents to Latitude Financial Services as part of their credit assessment.

18.1.1 Provide the consumer with a copy of the assessment upon request

If Latitude enters into a credit contract with a consumer or increases the limit of an existing credit contract, the consumer may request that Latitude provide them with a copy of its assessment that the credit contract or limit increase is not unsuitable.

Please direct the customer to contact Latitude directly to obtain their copy.

	INTRODUCING INTEREST FREE						
	Do's	Don'ts					
When you introduce interest free	You can introduce interest free at any point of your discussion provided you inform the customer of all payment options at the same time. It is important to introduce all the payment options at the same time so that the customer may choose the most suitable payment option for their needs.".	Don't provide-reasons or benefits to your customer as to why they should use interest free, for example, Don't say things like "Interest free is a great way for you to take home what you really want and have the ability to pay it off over time. For an extra \$5 per week, you can have the complete bundle or package".					
	You can inform the customer of specific interest free promotions, including estimated weekly or monthly repayments, only after you have informed them of all payment options. Just remember if you are not running any promotions let them know your everyday interest free offers. You can only provide factual information about the product						
	If at any point your customer informs you that they are going to pay by cash, credit or debit card you are to stop discussing interest free	Don't use interest free as a payment option to encourage your customer to purchase more.					
When the customer asks you about interest free	When a customer asks you about payment options you can introduce interest free provided you inform the customer of all payment options at the same time. It is important to introduce all the payment options at the same time so that the customer may choose the most suitable payment option for their needs.".	Don't use interest free as a payment option to encourage your customer to purchase more.					
	When the customer has asked about interest free you can explain how the product payment plan works, and current interest free promotions that you are running, including estimated weekly or monthly payments. Just remember if you are not running any promotions let them know your everyday interest free offers. You can only provide factual information about the product.	Don't provide reasons or benefits to your customer as to why they should use interest free, for example, Don't say things like "Interest free is a great way for you to take home what you really want and have the ability to pay it off over time. For an extra \$5 per week you can have the complete bundle or package".					

18.3 **Distribution guidelines**

- 18.3.1 You have to comply with any policies, procedures and training requirements that we notify to you from time to time.
- 18.3.2 From time to time, we may publish target market determinations in connection with the products we issue. If you distribute our products, you must ensure that:
 - (a) any retail product distribution conduct you engage in is consistent with the target market determination published by us for the relevant product;
 - (b) you do anything we reasonably require you to do to help us comply with our obligations under Part 7.8A of the Corporations Act 2001 (Cth) as an issuer of a financial product,
 - except to the extent it would cause you to breach another law.
- 18.3.3 You must provide us will all information and documents that we require you to provide, and at the times requested. The types of information and documents we may require may be set out in the manuals, policies or guidelines provided by us to you from time to time. It may also be set out in the target market determination for the product.
- 18.3.4 You must promptly notify us if you become aware of anything that would constitute a significant dealing or other event or circumstance that would reasonably suggest that the target market determination for a financial product is no longer appropriate.
- 18.3.5 You agree to us conducting audits in connection with your compliance with your obligations under our arrangement with you. We may conduct this audit as part of an existing audit right we have under that arrangement or after providing you with reasonable notice.

19.0 Misleading, Deceptive Conduct and Harassment

Misleading, deceptive conduct refers to any behaviour that is likely to mislead or deceive. It does not matter whether the behaviour was deliberate, careless or unintended.

Only provide clear, factual and truthful information to your customer. Avoid using acronyms that can confuse and **don't** use terms such as:

- 'This will save you money'
- 'You will be better off'
- 'You will be in a better position'

You cannot offer any form of financial or personal advice, instead, stick to the facts you know and the application scripting when speaking about Latitude's Payment Plans.

To harass means to annoy, bother, persecute, tease, torment, badger, deceive, induce fear or shame your customer into making a decision they otherwise wouldn't make.

Under no circumstances are you to harass a person to apply for credit.

19.1 Unconscionable Conduct

It is generally understood to mean conduct which is so harsh that it goes against good conscience. Behaviour may be deemed unconscionable if it is particularly harsh or oppressive and is beyond hard commercial bargaining.

Do not take advantage of or exploit the vulnerabilities of customers that may be disadvantaged by such things as language, age or lack of education.

Use plain English, make sure you have disclosed important terms and conditions. Make sure that your customers are completely aware of the agreement they are entering into and allow them the opportunity to seek advice if required.

19.2 Undue Influence, Pressure or Unfair Tactics

An act of persuasion that overcomes the judgment and free will of another person.

Use common sense when interacting with your customers and do not deceive, flatter, trick or coerce them into entering into an agreement they otherwise would not have made.

19.3 Privacy

When applying for a credit card, by necessity, your customers personal and financial information will be required.

We need to be vigilant that our customers information is correctly handled, removing the opportunity for unauthorised access or misuse of this sensitive and personal information.

Make sure you:

- Read the 'Privacy Consent for use of Personal Information' and 'Permission to Check Credit Reporting File', which is embedded in the New Application process, before collecting any Personal Information. Our Privacy Notice is also included in the Conditions of Use booklet.
- Make sure that the information you collect is accurate, complete and up to date.
- Securely dispose of any customer documentation. (Shred, secure document bin, etc.)

- Be mindful when discussing personal and sensitive information in public areas.
- Make Privacy and protection of our customer's information a priority.

19.4 Consequence of Non-Compliance

Latitude will monitor Customer, Merchant and Group behaviours to ensure all Latitude operating guidelines, training delivery, policies and procedures and relevant laws and practices are being followed compliantly and in-line with Latitude expectations and requirements.

Should Latitude discover or be made aware of adverse Customer, Merchant and Group actions, Latitude can undertake consequence activities and possible remediation including but not limited to the following:

- Reversal of transaction and recouping of funds
- Suspension or termination of Merchant Staff, Merchant Store or Group from Latitude systems and cessation of all credit related activities.
- Termination of Latitude Merchant agreement
- Further remedial actions, including remediation of customers and recuperation of costs in theevent of Merchant misconduct resulting in customer remediations, should Latitude seek to recover remediation costs from the Merchant

19.5 Privacy and Consumer Credit

When dealing with customers personal information under this finance program the Merchant must comply with the following:

- The Merchant must not disclose any personal information (being a fact or opinion about an identifiable individual) collected or accessed in connection with an application or transaction to any person without first obtaining Latitude's written consent.
- The Merchant must not make records, or allow records to be made, of any personal information.
- The Merchant must use their best endeavours to ensure that all personal information is kept under their control and secure from theft, loss, damage and unauthorised access, use and disclosure
- The Merchant must not use any such personal information, except in accordance with these Operating Procedures.
- Merchants must immediately notify Latitude in writing if they become aware of any actual or potential theft, damage and/or unauthorised use of personal information collected.
- If the customer cannot understand the terms and conditions of applying for a Latitude account because the customer does not read English language, then the merchant **MUST** use the services of a professional interpreter service.

20.0 Dealing with the Customer

When dealing with a customer for the purpose of Latitude, the Merchant must ensure the following is adhered to:

- Maintain a fair exchange and return policy for goods, and adjustments for services.
- Ensure and be able evidence receipt and delivery of goods and services.
- Provide required service on goods and/or services purchased using Latitude, or direct customers to a manufacturer's authorised service facility.

• Not impose any special conditions on, add additional costs or discriminate against customers who use a Latitude product.

21.0 Dealing with Latitude

The Merchant must:

- Immediately advise Latitude in writing if, for any reason, the Merchant is prevented from operating its business, or its business is affected by any statutory authority.
- Provide at least 60 days written notice to Latitude of any proposed sale of business, change to the partnership, or change in the beneficial ownership of the company's shares.
- Provide Latitude with copies of their annual audited financial statements (including balance sheet, income statement and statement of cash flows), each certified as true and correct and prepared in accordance with generally accepted accounting standards in Australia, at Latitude's request.
- Fully co-operate with Latitude when a complaint is received by Latitude which involves a Merchant, to ensure the complaint is resolved to all parties' satisfaction, including providing evidence of transaction within required timeframes.
- Report any Latitude-related customer complaints to Latitude, either via the merchant portal link or via your Account Manager.
- Report any significant dealings to Latitude (see below)

22.0 Significant Dealings

Latitude must notify ASIC of a significant dealing if Latitude is distributing their product(s) that is not consistent with the product(s) Target Market Determinations (TMD's). The target market, is a class of consumers for whom the product, including its key attributes, would likely be consistent with their likely objectives, financial situation and needs.

A distributor, like a retail merchant for which this document applies, must also notify Latitude of a significant dealing if the product is not consistent with the product's TMD.,

Information to be provided-

The following information in relation to the significant dealing:

- A description of the significant dealing;
- Why the dealing is significant and not consistent with this TMD;
- The date the significant dealing occurred;
- · How the person identified the significant dealing; and
- If applicable, any steps the person has taken, or will take, in relation to the significant dealing.

Reporting period and timing-

When does the person have to report: As soon as possible (but no later than 10 business days after the person become aware of the significant dealing).

Consequences in not meeting these guidelines are documented in 19.4 Consequences of Non-Compliance)

PART D ADVERTISING GUIDELINES APPROVAL PROCESS

- 1. Contact your Latitude Account Manager to discuss the promotional offer. Provide outline of the proposed promotional offer, including:
 - Proposed sales finance promotional offer and term
- Start and finish date of advertising campaign
- Any exclusions to the offer
- Media to be used (TVC, print, internet or radio)
- If deposit is required
- Any other issues you might consider relevant.
- 2. Email concepts including copy and creative of the advertisement at least 3 business days before the production deadline to your Account Manager.
- 3. Latitude to provide approval within 2 business days of receiving the ad.
- 4. If running a TVC or radio ad, please ensure you have the Terms & Conditions Tent card displayed in store where finance is processed. If you do not have the required tent card please arrange a stationery order.

A copy of the advertising guidelines and disclaimers is located on the Latitude Merchant portal section in the 'Training & Operating manuals' tab. If you do not have access to merchant portal, please contact your Latitude Account Manager.

Credit provided by Latitude Finance Australia ABN 42 008 583 588 Australian Credit Licence number 392145, 800 Collins Street, Docklands VIC 3008, Australia



Credit provided by Latitude Finance Australia ABN 42 008 583 588 Australian Credit Licence number 392145, 800 Collins Street, Docklands VIC 3008, Australia