

Hardship Policy

Mondus Capital Pty Ltd (ABN 91 659 284 312)

Corporate Authorised Representative of Loanmaker Pty Ltd (ACN 603 763 220) ACL 509175

Hardship Policy

Dated 27th October 2025

Purpose

- A As part of Mondus Capital Pty Ltd (ABN 91 659 284 312) (the Business) process to ensure that it continues to maintain the highest levels of professional integrity and ethical conduct, the Business has adopted this Hardship Policy (Policy) to guide and direct the Business' approach to hardship.
- B The key objective of this Policy is to ensure that the Business complies with its legal and ethical obligations in respect of Hardship.

Operative provisions

1. Definitions

1.1 Definitions

In this document:

TERM	DEFINITION
ACL	means Australian Credit Licence
The Business	means Mondus Capital Pty Ltd ACN 659 284 312 and any related bodies corporate that might exist from time to time including as an Authorised Representative of Loanmaker Pty Ltd (ACN 603 763 220 ACL 509175). Zeroo Home Loans is a trading name of Mondus Capital Pty Ltd (ACN 659 284 312) and does not constitute a separate legal entity.
Employee	means any of the Business employees, representatives, officers or directors.
Representative	means any business Employee who: <ul style="list-style-type: none"> (i) provides advice or deals in the credit services products authorised under the Business' ACL; or (ii) is listed on ASIC's register as an Authorised Representative of the Business' ACL (where applicable).
Responsible Manager or RM	means any individual nominated on the Business' Authorised Representatives ACL as being responsible for significant day-to-day decisions about the Business' credit services business.

2. This Policy

1.1 Effective Date

This Policy is effective from the above date and will be reviewed annually or as deemed necessary.

1.2 Supersedes

This document supersedes all previous documents, practices, and policies relevant to hardship.

2.1 When does this Policy apply?

This Policy applies to all Responsible Managers, directors, officers and Employees of the Business at all times, and the requirements remain in force on an ongoing basis.

This Policy represents the standards which apply throughout the Business. Where the Business relies on a Third Party for compliance with this Policy, the Business must ensure that such reliance is permissible and complies with the applicable law and is consistent with this Policy.

2.2 Policy Review

This Policy will be reviewed on at least an annual basis by the Chief Executive Officer of the Business, having regard to the changing circumstances of the Business. The Chief Executive Officer will then make any changes as necessary to ensure the ongoing compliance of this Policy is followed through adequately.

3. Introduction

- 1.3 The Business acknowledges the provisions of the National Credit Code, providing the consumer with the right to request assistance in circumstances of hardship.

While the Business will employ a rigorous assessment procedure, in an effort to avoid any consumer experiencing repayment hardship, the Business recognises that circumstances could arise which could adversely impact on the consumer's ability to repay the loan. These circumstances could include unexpected unemployment, unexpected financial obligations, including involving children and illness.

- 1.4 Financial Information Sheet

The Business maintains a financial hardship information sheet, which is made available to any consumer seeking information concerning hardship applications.

2. Consumer Communication

- 2.1 Consumer Communications regarding Hardship

As the Business' credit contracts provide, we invite the consumer who is experiencing financial hardship to contact the Business before there is a default in repayment. However, a hardship application can also be made after there has been a default in repayment.

The Business representatives, if and when employed, are to encourage and welcome such contact. This action is taken in an effort to facilitate the Business' accommodation of the circumstances before there is a default, or to prevent further defaults.

- 2.2 Mandatory Default Notices

The Business' mandatory default notices also invite communication regarding hardship. A fair and reasonable application for hardship assistance, after a default has occurred, is not precluded.

3. Hardship and Assessment

3.1 General Hardship Assessment

The Business approaches its considerations concerning hardship with a number of questions, including the following:

- (a) is the provision of the loan likely to cause or have caused financial hardship?
- (b) would the hardship be likely to materialise in regard to another of the consumer's financial obligations?

3.2 The Business is mindful of the importance of having adequate arrangements in place for managing its hardship obligations.

This hardship management is particularly important in ensuring that consumers are considered for hardship arrangements when raising legitimate grounds which justify recognition of hardship, such as redundancy or family illness.

4. Hardship Application Form

4.1 Applying for Hardship

As indicated above, the Business notes that the consumer can apply for hardship consideration either verbally or in writing. To assist when the application is verbal, the Business maintains a Hardship Application Assessment Form for use by staff, who are in contact with the hardship applicant.

This form is provided to assist:

- (a) in the documentation of information for hardship application consideration by the Business representative;
- (b) if the application is referred to the Compliance Manager;
- (c) if the application is rejected and there is a subsequent expression of dissatisfaction or a dispute arises;
- (d) the Compliance Manager;
- (e) the internal dispute resolution (IDR) process (if necessary); and
- (f) the external dispute resolution (EDR) scheme (if necessary).

5. Assessing Hardship Assistance

5.1 How Hardship Applications can be Assessed

When a consumer seeks hardship assistance, the Business representative in contact with the consumer will determine what documentary evidence, if any, it would be appropriate to sight.

This evidence will not be required if the assistance is limited to short term relief, or where the Business representative does not have any concerns in regard to the legitimacy and appropriateness of the consumer's request.

Where the representative is uncertain, or believes that the request should be denied, the staff member is to seek appropriate evidentiary documentation and then refer the matter to the Compliance Manager, for that manager's final determination. Rejection of a hardship application will only occur after the most careful consideration of the consumer's circumstances.

6. Issues for Determination

6.1 At all times, the Business personnel will seek to be understanding, compassionate and accommodating.

In making decisions, all staff will consider the following criteria:

- (a) whether or not the consumer is a long term and reliable customer;
- (b) the term of the loan;
- (c) the amount of the loan outstanding;
- (d) the value of any security;
- (e) the reason the consumer is seeking the relief;
- (f) the consumer's ability to service the loan in the long term;
- (g) the consumer's history with the business;
- (h) supporting documentation available;
- (i) whether or not there is a possibility of fraud;
- (j) any submission from a financial counsellor;
- (k) whether or not there appears to be excessive consumption levels; and
- (l) whether or not the consumer is experiencing long term and/or chronic hardship.

7. Opportunities for Assistance

7.1 Possible Outcomes to a Hardship Application

The relief opportunities that may be considered are primarily those in the National Credit Code, which are listed in the credit contracts:

- (a) postponing repayments during a specified period;

- (b) extending the term, thereby reducing the amount of each repayment; or
- (c) postponing repayments and extending the term of the contract for a specified period.

The opportunity chosen must be practical.

8. Confirming Hardship Arrangements

8.1 Time Requirements

The Business considers hardship applications as being urgent matters, irrespective of a dispute or not. Therefore, the Business adopts best practice procedures that result in timeframes shorter than the maximum periods specified in the legislation.

Unless there are exceptional circumstances, the Business' Policy is to provide verbal confirmation, rejection or a request for further information, within 48 hours of the request for assistance.

As detailed below, where the hardship arrangements exceed 30 days, the Business will confirm the arrangements in writing within 21 days after receiving the hardship request.

8.2 Two Consumers or more

If hardship assistance is offered and it involves two consumers (or more), the Business will require all consumers to agree to the offered change in writing.

9. Timeframes

9.1 Time Requirements as per Statute and Regulation

While generally providing much quicker responses than the maximum times specified in the credit legislation, the Business' Policy is to observe the statutory requirements associated with timeframes in connection with hardship applications. These statutory requirements are specified in Sections 72, 73, 89A, 177B and 179H of the National Credit Code.

When further information is required from the customer.

- (a) given its concern for responsible lending and making informed decisions, the Business will give the consumer notice, orally or in writing, if further information supporting the hardship application is required. This notice will include reference to its date and the fact that the consumer has 21 days to respond from the date of the notice.
- (b) in requesting this information, the Business acknowledges that it has additional time of up to 28 days from the date the information is requested, but not received, or up to 21 days from when the information is considered by the Business, in accordance with the credit legislation and ASIC Regulatory Guide 271, at paragraph 271.93.

In accordance with Sections 72 and 177B of the National Credit Code further information is not required from the customer if the Business gives the consumer written notice within 21 days of an

agreement to change the contract as a result of the hardship application. The content of this notice will include reference to the details of the changes agreed to.

9.2 When Hardship is Rejected

When the consumer fails to provide requested information, meaning any information at all, the Business will provide written notice of the rejection of the hardship application within 28 days of the date of the notice seeking further information. The content of the notice will include the reasons for the rejection, the name of the relevant EDR scheme and the consumer's rights under that scheme.

When the Business has rejected a hardship application and subject to the expiration of the 30 days notice included in a separate default notice, the Business will not commence relevant enforcement proceedings until 14 days after the date of the rejection notice.

The Business acknowledges that the terms of reference of the Business' EDR scheme provides discretion to refer the dispute back to the Business' IDR process, for a maximum of 14 days, where that scheme considers such action appropriate. This includes circumstances where further information is required.

9.3 When Hardship is Granted

9.4 If hardship assistance is granted and the contract involves two or more consumers, the Business will require all consumers to agree to the terms of the arrangement. When the circumstances and changes do not constitute a "simple arrangement", the one or more consumers will be provided with an appropriately amended contract, no later than 21 days after the date of agreement.

10. Written Notice of Hardship

10.1 Notice of Hardship Variation

Where the hardship variation has been given, and the agreement has been reached under Sections 72, 94, 177B or 179H of the National Credit Code and ASIC Regulatory Guide 271, at paragraph 271.99, the Business has a further 30 days under Sections 73 or 177C, to confirm the changes to the credit contract in writing.

10.2 Where Hardship is Refused

Where the hardship application has been refused, the Business will provide a written notice of the hardship application decision within 21 days of receiving the application. This notice will include the name of the Business' EDR scheme, the consumer's rights under that scheme and the reasons for not agreeing to the change.

11. Refusing a Request

11.1 When the Business may Refuse a Hardship Application

The Business will refuse a hardship application if:

- (a) it is considered that the consumer would be unable to meet their credit obligations, even if there was an adjustment to the contract;
- (b) the consumer has had an unsatisfactory repayment record before the request, and this record leads to a strong belief that the consumer will not honour the amended obligations;
- (c) the consumer's reason/s is/are not regarded as credible; or
- (d) there is any other reason for coming to a reasonable view that the consumer is not, in fact, suffering hardship.

12. Identifying and Recognising Hardship as a Factor in a Dispute

12.1 The Business recognises that Business personnel must be able to identify where hardship is involved in a dispute.

The Business' system for identifying and recognising hardship is as follows. The representative:

- (a) will note any comment concerning hardship when the consumer first approaches;
- (b) will note the consumer's demeanour;
- (c) will read the contents of any application in writing and/or very carefully consider any representative's report concerning the consumer's representations;
- (d) will study the hardship application form and/or any dispute form, mindful of the content and these policies and procedures;
- (e) where such comment, demeanour and/or content is noted, the representative will tick the hardship box at the bottom of the dispute form; and
- (f) will collect any accompanying information the consumer might volunteer (verbal or written) that is relevant to the claims included in the form, before handing it on to the Compliance Manager.

12.2 Role of the Compliance Manager

The Compliance Manager is responsible for identifying and recognising hardship and will take the following action when necessary:

- (a) if the hardship box has not been ticked, the Compliance Manager will review the contents of the form and information the representative has collected, to ascertain whether or not they might contain an element of hardship;
- (b) if an element of hardship is detected, the Compliance Manager will tick the hardship box;
- (c) if, in the opinion of the Compliance Manager, insufficient detail concerning hardship has been included on the form, or in information provided with the form, that issue will be a subject for exploration when the manager contacts the consumer and/or meets with the consumer; or
- (d) where hardship is detected and confirmed, that shall be the predominant consideration for the Compliance Manager in the formulation of a final decision.