

# Medium Amount Credit Contract

## Target Market Determination

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| Product Issuer | Trusty Finance Pty Ltd, ABN 60 661 567 184, ACL 543794                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Product Type   | Medium Amount Credit Contract (MACC)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Effective Date | 28 <sup>th</sup> July 2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Introduction   | <p>This document is our Target Market Determination (TMD), prepared in line with Part 7.8A of the Corporations Act 2001 (Cth). It explains the target market for our products, and how we approach their distribution and review.</p> <p>The purpose of this TMD is to describe the group of consumers who are most likely to benefit from our Medium Amount Credit Contract (MACC). It helps us ensure these products are reaching the people they're designed for.</p> <p>Importantly, this TMD considers the likely goals, needs, and financial situations of the target market as a whole. It does not take into account your individual circumstances and should not be treated as personal financial advice.</p> <p>Before deciding whether a MACC is right for you, please review all the product information — including our Credit Guide, which you can access here: <b>Trusty Finance Credit Guide</b>.</p> <p>This TMD does not replace, summarise, or override the terms and conditions of our MACC. For the full details, you should always refer to the loan contract and other documents we provide. These set out your obligations and the key features of the product, and we encourage you to read them carefully before applying.</p> |
| Product        | <p>Our Medium Amount Credit Contract (MACC) has the following key features</p> <ul style="list-style-type: none"><li>• the amount borrowed is between <b>\$2,001 and \$5,000</b> including upfront fees (an establishment fee of \$400 and additional fees of up to \$20).</li><li>• <b>interest is calculated daily</b> at a rate of <b>47% per annum</b>.</li><li>• the loan is subject to additional fees if changes to the loan schedule are made and/or in the event of a missed repayment. These may include:<ul style="list-style-type: none"><li>○ a <b>missed repayment fee</b> of up to \$35, and</li><li>○ a <b>rescheduling fee</b> of up to \$25.</li></ul></li><li>• There are <b>no balloon payments</b> (large lump sum payments at the end of the loan).</li><li>• Repayments are made <b>weekly, fortnightly, or monthly</b>, depending on the pay cycle or the customer.</li><li>• The loan is <b>secured</b> against a chattel (personal property) that can be registered on the <b>Personal Property Securities Register (PPSR)</b>.</li></ul> <p>This loan is a <b>medium amount credit contract</b>, as defined under the <b>National Consumer Credit Protection Act 2009 (Cth)</b>.</p>                                          |

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| Target Market                         | <p>Our Medium Amount Credit Contracts (MACCs) are designed for consumers who are 18 years or older and who are likely to have the following goals, financial situation, and needs:</p> <ul style="list-style-type: none"><li>• Need a regulated consumer loan between <b>\$2,001 and \$5,000</b> (including upfront fees) for any legal personal purpose — for example, purchase of buying a car, home electronics, appliance or holiday costs such as flights and accommodation.</li><li>• Can provide suitable <b>security</b> that can be registered under the PPSR registry.</li><li>• Are able to repay the loan over a <b>fixed term</b> ranging from <b>12-24 months</b>.</li><li>• Have an <b>acceptable credit history</b>, meaning they:<ul style="list-style-type: none"><li>○ are not currently under bankruptcy and;</li><li>○ have not entered into a debt agreement within the last 12 months, and;</li><li>○ have not been terminated from a bankruptcy or debt agreement as shown on their credit file, and;</li><li>○ have no new unpaid defaults listed with another lender in the last 12 months.</li></ul></li><li>• Need a <b>fast decision</b> on their loan application.</li><li>• Are <b>employed</b> or <b>self-employed</b>.</li><li>• Meet the requirements of our <b>affordability assessment</b>, including a minimum income level.</li><li>• Are <b>not in financial hardship</b>.</li><li>• Have the <b>legal capacity</b> to enter into a loan agreement.</li></ul> <p>All loans are subject to our credit policy and responsible lending suitability assessment.</p> |
| Conditions and Restrictions on Supply | <p>Our <b>Medium Amount Credit Contracts (MACCs)</b> are <b>not designed for</b>, and will not be offered to, consumers who:</p> <ul style="list-style-type: none"><li>• Are <b>not of legal capacity</b> (due to age, mental illness, or disability).</li><li>• Are currently experiencing <b>financial hardship</b>, or who we believe are likely to in the near future.</li><li>• Cannot provide suitable <b>security</b> as determined by Trusty.</li><li>• Rely <b>solely on Centrelink benefits or government support</b> as income.</li><li>• Appear to <b>gamble excessively</b></li><li>• Have a history of <b>inconsistent repayments</b> on existing credit facilities</li><li>• In our view, have an excessive number of <b>dishonours</b> to other credit providers.</li><li>• Regularly withdraw funds from their bank account in a way that causes <b>dishonours</b>.</li><li>• Intend to use <b>50% or more of the loan funds for business purposes</b>.</li><li>• Intend to use the loan funds for <b>gambling, alcohol, or illegal purposes</b></li><li>• Do not currently have the <b>capacity to repay the loan within a fixed term ranging from 12 - 24 months</b>.</li><li>• Where the loan would <b>not meet their stated needs or objectives</b>.</li></ul>                                                                                                                                                                                                                                                                                                                    |
| Distribution                          | <p>Our <b>Medium Amount Credit Contracts (MACCs)</b> are primarily distributed <b>directly by Trusty Finance</b>. We take reasonable steps to make sure that MACCs are only distributed in line with this TMD, and not through any excluded conduct. (“Excluded conduct” has the meaning given in the <b>Corporations Act 2001 (Cth)</b>, and generally</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

refers to the provision or implementation of personal advice.)

Distribution takes place mainly through our **website** and our **credit team**. In some cases, **third-party websites** (such as comparison or referral sites) may:

- refer consumers to the Trusty Finance website, or
- collect initial application details and pass these on to us.

We apply the following conditions to ensure MACCs are distributed responsibly:

- **Staff training:** All employees involved in direct distribution complete internal training on product knowledge and assessing consumer suitability.
- **Consumer checks:** As part of the application process, we ask qualifying questions to help assess suitability and confirm that applicants fall within the target market set out in this document. This is done in line with our internal policies and procedures (including scripting).
- **Third-party referrals:** For any referrals, we verify the third party's collection methods and ensure that any information passed on to us is accurate, true, and complete before entering into a MACC.

## Review Triggers

Based on our issuer distribution conditions above, being our distributor training requirements, consumer screening processes, and the key attributes of the MACC, we think it likely that the consumers who acquire the product will be within the target market. Nevertheless, we will continue to monitor the consumers who access the loans to ensure that they are within the target market. If they are not, as determined following a review trigger, we will review the product and this TMD, and either change the MACC's key attributes or update this TMD to ensure that the target market is met.

Over time, this **Target Market Determination (TMD)** may need to be updated if it no longer reflects the product, the law, or the way MACCs are being distributed. We will review this TMD if we become aware of any of the following events:

- **Regulatory trigger:** If the National Consumer Credit Protection Act 2009 (Cth) or related laws are amended in a way that significantly changes how MACCs are regulated.
- **Key attributes or distribution trigger:** If there are material changes to the product's key features or how it is distributed.
- **Significant dealing trigger:** If we identify that MACCs are being sold in a way that is inconsistent with this TMD. A "significant dealing" may be identified based on factors such as:
  - A significant proportion of consumers who take out a MACC are not in the target market.
  - Actual or potential harm to consumers outside the target market.
  - A material share of income from MACCs is being generated from consumers outside the target market.
  - Distribution practices are inconsistent with this TMD.
  - Dealings outside this TMD that either:
    - represent a material share of overall distribution; or
    - are individual transactions likely to cause significant consumer detriment.
  - The length of time consumers outside the target market have held a MACC.

- **Complaint trigger:** If complaints reach certain thresholds, including:
    - More than **0.5%** of active MACCs (non-settled loans) in a month generate complaints lodged with the **Australian Financial Complaints Authority (AFCA)**.
    - More than **1%** of active MACCs in a month generate complaints made directly to us or our distributors.
    - We receive more than one formal communication from ASIC (or another regulator) in a calendar month regarding the provision of MACCs.
  - **ASIC powers trigger:** If we receive a notice, order, or other legal instruction from ASIC exercising its powers under Part 7.8A of the Corporations Act 2001 (Cth).
- If a review trigger occurs, this TMD will be reviewed **as soon as possible**, and no later than **10 business days** from when we become aware of it.

## Review Periods

| Review Type     | Maximum Review Period |
|-----------------|-----------------------|
| Initial review  | Already completed     |
| Ongoing reviews | Every 1 year          |

## Distributor Reporting Requirements

Distributors must provide us with the following information:

| Reporting Requirement                                                                                                                   | Reporting Period                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <b>Significant dealing</b> – written notice addressing the factors in section 8 of this TMD.                                            | As soon as practicable, and no later than 10 business days after becoming aware.         |
| <b>Complaints</b> – details of complaints about MACCs received during the previous quarter.                                             | As soon as practicable, and no later than 10 business days after the end of the quarter. |
| <b>Dealings outside the TMD</b> – where the distributor becomes aware of loans issued outside the target market, including reasons why. | As soon as practicable, and no later than 10 business days after the end of the quarter. |

## Customer Complaints

At Trusty Finance, we take feedback seriously. If you have an issue or complaint you'd like to raise, please contact our **Internal Dispute Resolution (IDR) Manager**.

We'll acknowledge your concern as quickly as possible — usually within **24 hours (one business day)** of receiving it. In some cases, we may ask you to put your complaint in writing so that we can properly investigate.

Our aim is to resolve complaints as soon as possible, and always within **30 days** for issues relating to this TMD (not including default or hardship notices).

How to contact us:

Email: [complaints@trustyfinance.com.au](mailto:complaints@trustyfinance.com.au)

Phone: (02) 8053 7350

External Dispute  
Resolution

If we're unable to resolve your complaint within the timeframes above, or you're not satisfied with our response, you can **refer** your complaint to our external dispute resolution provider:

**Australian Financial Complaints Authority (AFCA)**

Postal: GPO Box 3, Melbourne, VIC, 3001

Phone: 1800 931 678

Fax: (03) 9613 6399

Email: [info@afca.org.au](mailto:info@afca.org.au)

[www.afca.org.au](http://www.afca.org.au)

AFCA is a free, independent service that helps resolve complaints about financial services. Please note, before AFCA can consider your matter, you'll need to have gone through our internal complaints process first.

Questions?

If you have any questions about our products or about a MACC, you can reach us in the following ways:

Phone: (02) 8053 7350

Email: [info@trustyfinance.com.au](mailto:info@trustyfinance.com.au)

Website: [www.trustyfinance.com.au](http://www.trustyfinance.com.au)