



Target Market Determination

Sure Cash Finance Small Amount Credit Contract

Product	Small Amount Credit Contract (SACC)
Issuer	Shimtec Pty Ltd ABN 35 001 928 516 trading as Sure Cash Finance
Australian Credit Licence	390591
Date Effective	21 May 2026
TMD Status	Current

This is the target market determination (TMD) for the purposes of section 994B of the Corporations Act 2001 (Cth) for the Sure Cash Finance Small Amount Credit Contract (SACC). It sets out the class of consumers that comprises the target market for the Product, the conditions imposed on the distribution of the Product, the requirements for Sure Cash Finance to review the TMD, and the requirements for distributors to report certain information to Sure Cash Finance.

This TMD does not provide a complete list of the features and terms and conditions of the Product. It should be read together with the Terms and Conditions, Financial Table, Information Statement, Credit Guide and other information available at www.surecashfinance.com.au. If an application for the Product is approved, the Credit Contract will govern the specific terms and conditions that apply.

This TMD has been prepared without taking into account any consumer's individual needs, objectives or financial situation. Capitalised terms have the meaning given to them in the Credit Contract, or as defined in the Definitions section at the end of this TMD.

Target Market Summary

The Product is likely to be appropriate for a consumer seeking fast, unsecured, non-revolving, short-term finance (with a term between 16 days and 12 months) for a small amount (up to \$2,000) to meet a short-term cash-flow need for an Acceptable Purpose, whether on a one-off or recurring basis, who meets our Eligibility Criteria, and whose total Small Amount Credit Contract repayments would not exceed the Protected Earnings Amount. Consumers in the target market may be new or returning customers.

Product Description and Key Attributes

The Product is a small amount credit contract as defined in section 5 of the NCCP Act. Its key attributes are:

- an amount of credit of not more than \$2,000;
- a fixed term of not less than 16 days and not more than 12 months;
- unsecured;
- non-revolving (once repaid, the credit cannot be redrawn);
- substantially equal repayments at substantially equal weekly, fortnightly or monthly intervals (as required under the National Credit Code as amended by the Financial Sector Reform Act 2022);
- no interest, with the cost of credit limited to a permitted establishment fee of up to 20% of the adjusted credit amount and a permitted monthly fee of up to 4% of the adjusted credit amount;
- a dishonour fee of \$35 for a missed direct debit;
- no early repayment or early termination fees;
- subject to the Protected Earnings Amount, the SACC-specific anti-hawking prohibitions, and the ASIC-prescribed SACC warning statement, each as required under the NCCP Act;
- available only to consumers who meet our Eligibility Criteria.

Target Market Description

	Consumers in the Target Market	Consumers NOT in the Target Market
Eligibility Criteria		
Eligibility Criteria	<ul style="list-style-type: none"> aged between 21 and 75 years (we may issue the Product to consumers aged 18-20 where they demonstrate Acceptable Income and an acceptable credit file); an Australian citizen or permanent resident (or visa holder with at least 12 months of unrestricted work rights remaining); have a fixed Australian residential address; have an Australian transaction account in their own name that can process direct debits; in control of their own finances and not under any third-party arrangement (e.g. public trustee, guardianship or financial administration order); receive Acceptable Income with a minimum net income of \$1,580 per month; have received Acceptable Income for a continuous period of at least 90 days immediately preceding the application; able to apply online and provide Sure Cash Finance with read-only access to at least 90 days of bank statement data and their credit file. 	<ul style="list-style-type: none"> Consumers who do not meet all of the Eligibility Criteria.
Likely needs, objectives and financial situation		
Needs and objectives	<ul style="list-style-type: none"> require credit for an Acceptable Purpose; seeking a small loan of between \$500 and \$2,000; seeking a short-term loan for a fixed period of between 16 days and 12 months; seeking to meet a short-term cash-flow need on a one-off or recurring basis (and who may be a new or returning customer); seeking an unsecured loan; seeking a non-revolving loan; seeking certainty of fixed regular repayments, with the ability to repay early without fees. 	<ul style="list-style-type: none"> require credit for an Unacceptable Purpose; seeking a loan for less than \$500 or more than \$2,000; seeking a loan with a term longer than 12 months; seeking a secured loan; seeking a revolving or continuing line of credit.
Financial situation	<ul style="list-style-type: none"> have a minimum net income of \$1,580 per month from Acceptable Income; have the financial capacity to meet the repayments and fees under the Product when due, without Substantial Hardship; whose total Small Amount Credit Contract repayments (under this Product and any other SACC) would not exceed the Protected Earnings Amount (i.e. not more than 10% of net income in any repayment period). 	<ul style="list-style-type: none"> minimum net income below \$1,580 per month, or income not from an Acceptable Income source (including Unacceptable Income); do not have the financial capacity to meet repayments and fees when due, including (without limitation): consumers who gamble excessively (e.g. 30% or more of net income spent on gambling); consumers with an Unacceptable History of Dishonours and/or Defaults; consumers who have requested or are subject to Hardship relief on existing credit commitments in the preceding 90 days; consumers with an Unacceptable Number of Similar Loans; whose total Small Amount Credit Contract repayments would exceed the Protected Earnings Amount;

	Consumers in the Target Market	Consumers NOT in the Target Market
		<ul style="list-style-type: none"> currently in default under another SACC, MACC or other regulated credit contract.

Assessment of Appropriateness

Sure Cash Finance has assessed the Product and considers that the Product, including its key attributes, is likely to be consistent with the likely objectives, financial situation and needs of consumers in the target market. The key attributes (including the Eligibility Criteria, the Protected Earnings Amount cap, the equal-repayment structure, and the SACC fee cap) are suitable for consumers with the attributes identified in the 'Consumers in the Target Market' column of the Target Market Description above.

The target market includes returning customers who use the Product on a recurring basis to meet short-term cash-flow needs. This is distinct from a consumer who holds multiple concurrent small amount credit contracts across different lenders, who is excluded from the target market (see the definition of Unacceptable Number of Similar Loans). The Protected Earnings Amount cap is the principal control ensuring that, for both new and returning customers, total Small Amount Credit Contract repayments remain affordable; the responsible lending assessment is applied to each loan regardless of whether the consumer is a returning customer.

Distribution Conditions

Authorised distribution channels

The Product may only be distributed by:

- Sure Cash Finance directly, through the online application form at www.surecashfinance.com.au, by direct contact with our employed staff (including by telephone), or in person at a Sure Cash Finance branch; and
- ACR Agents appointed by Sure Cash Finance under section 64 of the NCCP Act, within the scope of their written authorisation.

Where an application originates from a purchased lead or referral, the application is treated as a Sure Cash Finance or ACR Agent application and is subject to the same Eligibility Criteria, target-market assessment and responsible lending assessment as any other application. A lead provider or referrer is not authorised to assess eligibility, make any representation about the Product, or make any distribution decision. No other person is authorised to distribute the Product. Distribution must comply with the SACC-specific anti-hawking prohibitions and the responsible lending obligations under the NCCP Act.

Information collected from each applicant

Sure Cash Finance (or an ACR Agent) will obtain the following information from each applicant through the online application form, third-party data services with the applicant's consent, and where required by telephone, SMS or email:

- full legal name, residential address, date of birth, and current telephone number and email address;
- a valid government-issued photo identification document number, verified electronically against authoritative data sources;
- residency status (citizenship, permanent residency or visa status);
- the purpose for which the loan is sought, with sufficient particularity to assess whether it is an Acceptable Purpose;
- information about the applicant's Essential Living Expenses;
- Centrelink income statement (if applicable);
- with the applicant's consent: at least 90 days of bank transaction data (via a CDR-accredited or equivalent bank statement service); and
- with the applicant's consent: a comprehensive credit report (including repayment history information where available) from a licensed credit reporting body.

How information is used

Sure Cash Finance's loan origination and approval system applies the following controls and processes:

- auto-decisioning rules apply each Eligibility Criterion and exclusion to the verified data, with applicants failing any material criterion declined automatically;

- applications passing auto-decisioning are reviewed by a trained Sure Cash Finance credit officer (or ACR Agent operative) who applies the same criteria and the responsible lending assessment under sections 117 to 123 of the NCCP Act, with discretion limited to resolving data quality issues;
- the responsible lending assessment considers verified income, verified Essential Living Expenses, existing debt repayments, Protected Earnings Amount headroom, and indicators of Substantial Hardship;
- checks include: identity verification; age and residency confirmation; assessment of credit bureau data; analysis of 90-day bank transactions (affordability, dishonours, credit usage, behavioural indicators); confirmation that the loan purpose is an Acceptable Purpose; and confirmation that the applicant is within the target market described in this TMD.

System controls

Sure Cash Finance maintains the following system controls:

- hard rules within the origination system that block any application failing a material Eligibility Criterion or meeting an exclusion criterion;
- a complete audit trail of every application, decision and reason, retained for at least 7 years;
- monthly internal monitoring against the target market and review triggers;
- a quarterly internal audit of a random sample of approved and declined applications by a function independent of credit operations;
- annual independent external compliance review;
- mandatory induction and annual recurrent training of all Sure Cash Finance staff and ACR Agent personnel performing distribution conduct, with authorisations suspended where training is not current;
- alignment of website, advertising and marketing material with this TMD, reviewed before publication.

ACR Agent controls

ACR Agents are subject to the following additional conditions:

- a written authorisation under section 64 of the NCCP Act, incorporating this TMD by reference and requiring compliance as a condition of the authorisation;
- mandatory pre-authorisation training on this TMD, responsible lending and SACC-specific obligations, with annual recertification;
- use of the same origination system, decisioning engine and credit policy as the direct channel, with no separate or relaxed criteria; and
- the reporting obligations set out in the Information Reporting Requirements section below.

Review Triggers

Sure Cash Finance will review this TMD on becoming aware (including constructively, in line with section 994C(4) of the Corporations Act) of any of the following:

Review Trigger	Description / Threshold
Complaints	Complaints received in a calendar quarter equal to or greater than 2% of active loans at the end of that quarter.
Bad debts	Bad debts in a calendar quarter equal to or greater than 18% of active loans at the end of that quarter.
Cancellations	Cancellations in a calendar quarter equal to or greater than 5% of loans originated in that quarter.
No payment	Originated loans within a calendar quarter that go 30 days or more without a payment equal to or greater than 15% of loans originated in that quarter.
Hardship applications	Hardship applications in a calendar quarter equal to or greater than 2% of active loans at the end of that quarter.
Repeat and sequential borrowing	A material increase, over a rolling 12-month period, in (a) the proportion of loans made to returning customers above the established baseline, or (b) the average number of loans per customer, indicating a possible escalation in repeat or sequential borrowing (as distinct from the established level of repeat borrowing inherent in the target market).

Review Trigger	Description / Threshold
Consumer outside target market	Sure Cash Finance identifies a consumer outside the target market who acquired the Product.
Consumer inside target market but Product unsuitable	Sure Cash Finance identifies a consumer inside the target market for whom the Product was not suitable.
Material change to Product	Any material change to the Product structure (including its key attributes), pricing or distribution.
Regulatory orders	ASIC uses its product intervention power under Part 7.9A of the Corporations Act, issues a stop order under Part 7.8A, or takes any other regulatory action in relation to the Product or a comparable product.
Significant dealings	Sure Cash Finance identifies a significant dealing required to be reported to ASIC under section 994G of the Corporations Act.
Material change in legislation or guidance	Any material amendment to the NCCP Act, National Credit Code, Corporations Act or associated regulations affecting small amount credit contracts or the DDO regime, or any material update to ASIC RG 274 or successor guidance.
External findings	Receipt of any communication from ASIC, AFCA or another regulator concerning the Product or its distribution, or publication of any ASIC report materially affecting expectations for SACC TMDs.

Periodic Reviews

Initial Review	Within 12 months of the Date Effective
Subsequent Reviews	At least every 12 months from the previous review
Trigger Reviews	As soon as practicable, and in any event within 10 business days, of becoming aware of a review trigger or of any other event or circumstance that would reasonably suggest this TMD is no longer appropriate

Information Reporting Requirements

This table sets out the information required to identify whether a review trigger, or any other event or circumstance that would reasonably suggest this TMD is no longer appropriate, has occurred. Reports must be provided in the format specified by Sure Cash Finance from time to time (currently via the Sure Cash Finance Distributor Portal).

Information	Who is required to report	Reporting period
The number, nature and resolution of complaints (as defined in section 994A of the Corporations Act)	Issuer and ACR Agents	Quarterly, within 10 business days of period end
The percentage of bad debts (loans written off as uncollectable)	Issuer and ACR Agents	Annually, within 10 business days of period end
The percentage of loan cancellations	Issuer and ACR Agents	Quarterly, within 10 business days of period end
The percentage of loans that went 30 days or more without making a payment	Issuer and ACR Agents	Quarterly, within 10 business days of period end
The number and outcome of hardship applications received	Issuer and ACR Agents	Quarterly, within 10 business days of period end
Details of a consumer identified as being outside the target market who acquired the Product	Issuer and ACR Agents	As soon as practicable, and in any event within 10 business days, of becoming aware

Information	Who is required to report	Reporting period
Details of a consumer identified as being inside the target market but for whom the Product was not suitable	Issuer and ACR Agents	As soon as practicable, and in any event within 10 business days, of becoming aware
Any material change to the Product structure (including its key attributes) or its distribution	Issuer and ACR Agents	As soon as practicable, and in any event within 10 business days, of becoming aware
Any use by ASIC of its product intervention power under Part 7.9A of the Corporations Act in relation to the Product	Issuer and ACR Agents	As soon as practicable, and in any event within 10 business days, of becoming aware
Details of any significant dealing (as defined in section 994F of the Corporations Act) required to be reported to ASIC	Issuer and ACR Agents	As soon as practicable, and in any event within 10 business days, of becoming aware
Any material change to the regulation of small or medium amount credit contracts under the NCCP Act, the National Credit Code or associated regulations	Issuer and ACR Agents	As soon as practicable, and in any event within 10 business days, of becoming aware

Definitions

Capitalised terms have the meaning given to them in the Credit Contract, unless otherwise defined below or elsewhere in this TMD.

Acceptable Income	means income which is regular, recurring and ongoing and includes (but is not limited to): <ul style="list-style-type: none"> • salary and wages; • Australian government pension or allowance payments (including Age Pension, Disability Support Pension, Carer Payment, JobSeeker Payment, Parenting Payment and Family Tax Benefit), but excluding Crisis Payment, Special Benefit and one-off payments; • Veterans' Affairs payments; • Child Support payments; • personal income as a sole trader, where consistently received into the consumer's bank account; and • rental property income where verifiable.
Acceptable Purpose	means a personal, domestic or household purpose that is not an Unacceptable Purpose. Common examples include unexpected vehicle repairs, replacement of essential household items, unexpected medical, dental or veterinary expenses, and funeral costs.
ACR Agent	means an authorised credit representative appointed by Sure Cash Finance under section 64 of the NCCP Act.
AML/CTF Act	means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).
ASIC	means the Australian Securities and Investments Commission.
Corporations Act	means the Corporations Act 2001 (Cth).
Credit Contract	means a SACC between Sure Cash Finance and a consumer for the provision or proposed provision of credit to that consumer.
DDO	means the design and distribution obligations in Part 7.8A of the Corporations Act.
Eligibility Criteria	has the meaning given in the 'Target Market Description' section of this TMD.
Essential Living Expenses	means day-to-day living expenses including (but not limited to): <ul style="list-style-type: none"> • groceries and supermarket spend;

	<ul style="list-style-type: none"> • fuel and transport costs for essential travel; • utilities (electricity, gas, water, internet, telephone); and • accommodation costs (rent, mortgage repayments).
Hardship	means circumstances where a consumer is in financial difficulty and has sought a temporary or permanent variation to payment obligations, including (without limitation) relief under section 72 of the National Credit Code.
Illegal Purpose	includes any purpose which: <ul style="list-style-type: none"> • is illegal under the laws of Australia or any relevant foreign jurisdiction; • involves or facilitates fraud, identity misuse, money laundering, or other prohibited activities; and/or • would result in Sure Cash Finance breaching a relevant legislative requirement (including the NCCP Act, AML/CTF Act or Corporations Act).
National Credit Code	means the National Credit Code in Schedule 1 of the NCCP Act.
NCCP Act	means the National Consumer Credit Protection Act 2009 (Cth).
Paying Other Forms of Credit	includes: <ul style="list-style-type: none"> • repaying another loan; • paying arrears or missed payments on an existing credit contract; and/or • refinancing external credit.
Product	means the Sure Cash Finance Small Amount Credit Contract.
Protected Earnings Amount	means the cap under the National Credit Code (as amended by the Financial Sector Reform Act 2022) which restricts total Small Amount Credit Contract repayments by a consumer to not more than 10% of the consumer's net (after-tax) income in any repayment period.
SACC	means a small amount credit contract as defined in section 5 of the NCCP Act.
Substantial Hardship	means circumstances that constitute substantial hardship within the meaning of that term under the NCCP Act. Without limitation, Sure Cash Finance will consider that a consumer who would, after meeting their repayment obligations under the Product, be unable to meet their Essential Living Expenses is in Substantial Hardship.
Sure Cash Finance	means Shimtec Pty Ltd ABN 35 001 928 516 trading as Sure Cash Finance, Australian Credit Licence number 390591.
TMD	means this target market determination.
Unacceptable History of Dishonours and/or Defaults	means a history of dishonours and/or defaults considered unacceptable in assessing the consumer's capacity to repay the Product, including (without limitation): <ul style="list-style-type: none"> • 6 or more dishonours to lenders in the consumer's bank account during the preceding 90 days, regardless of resolution; • any unresolved dishonour to another lender at the time of the application; • a current bankruptcy or Part IX or Part X arrangement under the Bankruptcy Act 1966 (Cth), or any such arrangement within the preceding 24 months; and/or • any current paid or unpaid default of \$500 or more recorded on the consumer's credit file in the preceding 12 months.
Unacceptable Income	includes (but is not limited to): <ul style="list-style-type: none"> • deposits from friends or family; • proceeds from the sale of items; • one-off deposits; • gambling credits or winnings; and/or • early superannuation release.

Unacceptable Number of Similar Loans	means a number of small or medium amount credit contracts similar to the Product that is unacceptable in assessing the consumer's capacity to repay, including (without limitation): <ul style="list-style-type: none">• 3 or more new lender deposits received by the consumer in the preceding 30 days; and/or• 8 or more new personal loans obtained by the consumer in the preceding 90 days.
Unacceptable Purpose	includes (but is not limited to): <ul style="list-style-type: none">• Essential Living Expenses;• Paying Other Forms of Credit;• any purpose indicating Substantial Hardship;• any Illegal Purpose;• gambling, betting, wagering or speculation;• investment, business or commercial purposes; and/or• funding another person's expenditure (whether by loan, gift or otherwise).