

Target Market Determination

Sure Cash Finance Medium Amount Credit Contract

Product	Medium Amount Credit Contract (MACC)
Issuer	Shimtec Pty Ltd ABN 35 001 928 516 trading as Sure Cash Finance
Australian Credit Licence	390591
Date Effective	2 September 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 Medium Amount Credit Contract (MACC). 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.surecash.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.

This determination is effective 2 September 2026 and results from a review, under section 994C of the Corporations Act 2001 (Cth), of the previous determination dated 21 May 2026, reflecting updates to the Product's distribution arrangements.

Target Market Summary

The Product is likely to be appropriate for a consumer seeking unsecured, non-revolving, fixed-term finance (with a term of up to 24 months) for a medium amount (between \$2,001 and \$5,000) to meet a cash-flow need for an Acceptable Purpose, whether on a one-off or recurring basis, who meets our Eligibility Criteria, and who has the demonstrated capacity to meet repayments over the term of the Product without Substantial Hardship. Consumers in the target market may be new or returning customers.

Product Description and Key Attributes

The Product is a medium amount credit contract as defined in section 204 of Schedule 1 to the NCCP Act (the National Credit Code). Its key attributes are:

- an amount of credit of not less than \$2,001 and not more than \$5,000;
- a fixed term of not less than 16 days and not more than 24 months;
- unsecured;
- non-revolving (once repaid, the credit cannot be redrawn);
- regular repayments at substantially equal weekly, fortnightly or monthly intervals;
- an annual cost rate not exceeding 48% per annum, calculated in accordance with section 32A of the National Credit Code, with the cost of credit comprising a permitted establishment fee (up to \$400) and interest charges calculated on the unpaid balance from time to time;
- a dishonour fee of \$35 for a missed direct debit;
- no early repayment or early termination fees;
- subject to the anti-hawking provisions of the NCCP Act and the responsible lending obligations in sections 117 to 123 of the NCCP Act;
- available only to consumers who meet our Eligibility Criteria.

Target Market Description

Eligibility Criteria

Consumers in the Target Market:

- aged between 21 and 75 years (we may issue the Product to consumers aged 18-20 where they demonstrate Acceptable Income, an acceptable credit file and stable employment of at least 12 months);
- an Australian citizen or permanent resident (or visa holder with at least 30 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;
- receive Acceptable Income with a minimum net income of \$1,820 per month;
- have received Acceptable Income from the same source(s) for a continuous period of at least 6 months 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.

Consumers NOT in the Target Market:

- Consumers who do not meet all of the Eligibility Criteria.

Likely needs, objectives and financial situation

Needs and objectives — Consumers in the Target Market:

- require credit for an Acceptable Purpose;

- seeking a medium amount loan of between \$2,001 and \$5,000;
- seeking a fixed-term loan for a period of up to 24 months;
- seeking to meet a 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.

Needs and objectives — Consumers NOT in the Target Market:

- require credit for an Unacceptable Purpose;
- seeking a loan for less than \$2,001 or more than \$5,000;
- seeking a loan with a term longer than 24 months;
- seeking a secured loan;
- seeking a revolving or continuing line of credit;
- for whom a Small Amount Credit Contract (SACC) or a mainstream personal loan would meet their needs at materially lower cost.

Financial situation — Consumers in the Target Market:

- have a minimum net income of \$1,820 per month from Acceptable Income;
- have the financial capacity to meet the repayments and fees under the Product when due over the full term, without Substantial Hardship;
- whose aggregate consumer credit repayments (under this Product and existing consumer credit commitments) would not exceed 30% of verified net income.

Financial situation — Consumers NOT in the Target Market:

- minimum net income below \$1,820 per month, or income not from an Acceptable Income source (including Unacceptable Income);
- consumers who are not receiving Acceptable Income, including consumers who are unemployed and not in receipt of Centrelink payments or other regular, verifiable income;
- do not have the financial capacity to meet repayments and fees when due over the full term, 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 6 months; consumers with an Unacceptable Number of Similar Loans;
- whose aggregate consumer credit repayments would exceed 30% of verified net income;
- 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 48% per annum cap on the annual cost rate, the regular-repayment structure, and the responsible lending assessment conducted over the full term) 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. This is distinct from a consumer who holds multiple concurrent credit contracts of this kind across different lenders, who is excluded from the target market (see the definition of Unacceptable Number of Similar Loans). The responsible lending assessment, conducted over the full term and including the aggregate repayment-to-income limit, is the principal control ensuring affordability for both new and returning customers, and is applied to each loan regardless of whether the consumer is a returning customer.

New customers (consumers without an established repayment history with Sure Cash Finance) are held to a stricter credit standard than the outer boundary described in the definition of Unacceptable History of Dishonours and/or Defaults: under the Responsible Lending & Credit Assessment Policy, any default recorded on a new customer's credit file — regardless of amount or age — results in decline. The \$500 / 12-month threshold describes the target-market boundary; the operational policy applies stricter criteria to new customers.

Distribution Conditions

Authorised distribution channels

The Product may only be distributed by:

- Sure Cash Finance directly, through the online application form at www.surecash.com.au and by direct contact with our employed staff (including by telephone and email); and
- ACR Agents appointed by Sure Cash Finance under section 64 of the NCCP Act, within the scope of their written authorisation, including at an ACR Agent's own retail premises.

Sure Cash Finance does not operate physical branches. 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 anti-hawking provisions 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, with sufficient remaining work rights);
- the purpose for which the loan is sought, with sufficient particularity to assess whether it is an Acceptable Purpose, and the reasons for the amount and term requested;
- an itemised statement of Essential Living Expenses and other recurring financial commitments;
- 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 loans officer (or ACR Agent operative) and a Senior Loans Officer or Loan Supervisor (two-stage sign-off for all MACC approvals), applying 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 (with attention to income stability over a period commensurate with the longer MACC term), verified Essential Living Expenses, existing debt repayments, aggregate credit repayment-to-income ratio, and indicators of Substantial Hardship over the full term;
- 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;
- quarterly internal monitoring of a random sample of approved and declined applications against this TMD and the responsible lending assessment, conducted by the Compliance Manager, who is not involved in day-to-day credit decisioning;
- an annual independent external compliance review, conducted each June by an appointed external adviser, covering this TMD and Sure Cash Finance's related credit policies;
- 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 MACC-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.

Review Trigger	Description / Threshold
Bad debts	Bad debts in a calendar quarter equal to or greater than 9% 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 12% 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).
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

Review Trigger	Description / Threshold
	associated regulations affecting medium 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 MACC TMDs.

Periodic Reviews

Initial Review	By 30 June 2027
Subsequent Reviews	By 30 June each year, and in any event within 12 months of 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	Issuer and ACR Agents	Quarterly, within 10 business days of period end

Information	Who is required to report	Reporting period
received		
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
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): 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 MACC 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): groceries and supermarket spend; 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: 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).

MACC means a medium amount credit contract as defined in section 204 of Schedule 1 to the NCCP Act (the National Credit Code).

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: repaying another loan; paying arrears or missed payments on an existing credit contract; and/or refinancing external credit.

Product means the Sure Cash Finance Medium Amount Credit Contract.



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): 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): 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): 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): 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).