

Release

Date ▶

4 NOVEMBER 2016

Between the parties

ASIC	Australian Securities and Investments Commission
CCIL	Cash Converters International Limited (ACN 069 141 546) of Level 18, 37 St Georges Terrace Perth WA 6000
CCPF	Cash Converters Personal Finance Pty Ltd (ACN 110 275 762) of Level 18, 37 St Georges Terrace Perth WA 6000

1 Interpretation

1.1 Definitions

The meaning of the terms used in this release are set out below.

Term	Meaning
ASIC	means the Australian Securities and Investments Commission
Cash Converters	means CCIL and all its Related Parties.
CCIL	means Cash Converters International Ltd (ACN 069 141 546).
CCPF	means Cash Converters Personal Finance (ACN 110 275 762).
Claim	includes any claim, demand, action, suit, proceeding or liability of any kind (including one which is prospective or contingent and one the amount of which is not ascertained) for damages, restitution, costs or any other remedy in connection with, arising from or related to the Concerns whether based in common law, equity, statute or otherwise.

Term	Meaning
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Concerns	means any potential contraventions or compliance issues in relation to any Credit Contract entered into by Cash Converters prior to the date at which the Enforceable Undertaking is accepted but does not include: <ul style="list-style-type: none"> • criminal offences under the <i>Crimes Act 1958</i> (Vic) (or any other equivalent State or Commonwealth legislation) (except to the extent related to the provision of credit to which the National Credit Act applies); • contraventions of the Corporations Act (except to the extent related to the provision of credit to which the National Credit Act applies); or • contraventions of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth) (except to the extent related to the provision of credit to which the National Credit Act applies save for concerns regarding debt collection).
Credit Contract	has the same meaning as in section 4 of the National Credit Code contained in Schedule 1 to the National Credit Act.
Enforceable Undertaking	means the enforceable undertaking entered into between CCIL, CCPF and ASIC under s 322(1) of the National Credit Act at or around the time of this release.
Infringement Notice	means the [30] infringement notices issued on CCPF by ASIC under regulation 39 of the <i>National Consumer Credit Protection Regulations 2010</i> (Cth) at or around the time of this release.
National Credit Act	means the <i>National Consumer Credit Protection Act 2009</i> (Cth).
Related Parties	means, in respect of any entity: <ul style="list-style-type: none"> • all its related bodies corporate as defined in section 9 of the Corporations Act; and • all current and former directors (as defined in section 9 of the Corporations Act), officers (as defined in section 9 of the Corporations Act), agents, franchisees, servants, employees, third party contractors and subcontractors.

2 Release and Covenant by ASIC

- (a) Subject to the acceptance of the Enforceable Undertaking by ASIC and clause 3 of this release, ASIC:
- (1) releases and discharges Cash Converters from any Claim by ASIC; and
 - (2) covenants not to:
 - (A) investigate or take any civil, administrative or regulatory action in respect of any matter which arises in connection with the Concerns; or
 - (B) bring any proceedings against Cash Converters which arises in connection with the Concerns; or
 - (C) refer to the Commonwealth Director of Public Prosecutions any allegation against Cash Converters which arises in connection with the Concerns.
- (b) The release and covenants in clause (a) will cease to be operative if CCIL and/or CCPF fails to comply satisfactorily with the terms of the Enforceable Undertaking or does not pay the Infringement Notices.

3 Acknowledgement

The parties to this release acknowledge that:

- (a) nothing in clause 2 derogates from the rights and remedies available to any other person or entity which arises in connection with the Concerns;
- (b) nothing in this release prevents ASIC from exercising its statutory powers to investigate Cash Converters in relation to matters that do not arise in connection with the Concerns; and
- (c) this deed may be executed in any number of counterparts and exchanged electronically, with all counterparts, taken together, constituting one instrument.

4 Benefit of Release

Without prejudice to the ability of each party and each Related Party to enforce this release for its own benefit:

- (a) each party holds the benefit of each release, discharge and covenant not to sue (or otherwise take action) contained in this release to the extent that it is expressed to apply in favour of its Related Parties on trust for each of its Related Parties; and
- (b) neither party may without the prior written consent of its Related Parties agree to vary the terms of any release, discharge or covenant not to sue (or otherwise take action) contained in this release to the extent that it is expressed to apply in favour of its Related Parties.

Signing page

Executed as a deed

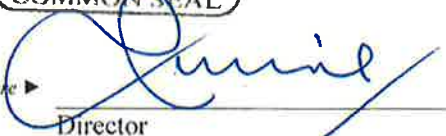
Executed and delivered as a deed in

Signed sealed and delivered by
Cash Converters International Limited
by



sign here ▶ 

print name **Derek Ralph Groom**
Company Secretary

sign here ▶ 

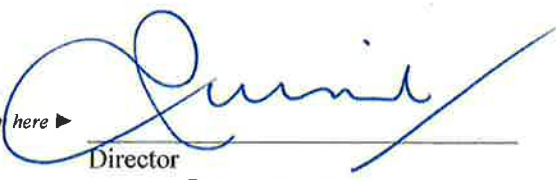
print name **Peter Cumins**
Managing Director

Executed and delivered as a deed in

Signed sealed and delivered by
Cash Converters Personal Finance Pty Ltd
by

sign here ▶ 

print name **Derek Ralph Groom**
Company Secretary

sign here ▶ 

print name **Peter Cumins**
Managing Director

Executed and delivered as a deed in

Signed sealed and delivered for and
on behalf of

the Australian Securities and
Investments Commission by

in the presence of

sign here ▶



sign here ▶



print name

DAVID J Mc GUINNESS

Witness

print name

Pattra Samranphan