

Please read carefully

Helpline 1800 678 979

To: Lombard Insurance Company Limited

From:

Guarantor 1. Print Name

- By signing this Guarantee and Indemnity, each Guarantor asks Lombard Insurance Company Limited RN 1990/001253/06 (**Lombard Insurance**) to issue the Deposit Guarantee.
- This Guarantee and Indemnity:
 - is given to Lombard Insurance in return for it agreeing to issue the Deposit Guarantee;
 - is unlimited, unconditional and irrevocable and shall remain in force until all the Moneys Guaranteed have been paid or satisfied in full; and
 - may be enforced against each Guarantor without Lombard Insurance first having to give notice to or make demand upon any Applicant.
- Each Guarantor jointly and severally guarantees to Lombard Insurance the timely payment of the Moneys Guaranteed and the timely performance of all obligations of each Applicant's Indemnity.
- As a principal obligation, each Guarantor jointly and severally indemnifies Lombard Insurance against any loss Lombard Insurance may suffer in connection with the Deposit Guarantee at any time because:
 - an Applicant fails to pay Lombard Insurance the Moneys Guaranteed or to perform its obligations under the Applicant's Indemnity;
 - Lombard Insurance is prevented from including or recovering an amount as part of the Moneys Guaranteed by the intervention of any rule of law or equity;
 - any payment to Lombard Insurance is, or is claimed to be, void or voidable or a preference;
 - the Applicant's Indemnity is void, voidable or unenforceable for any reason: or
 - of any other reason whatsoever.
- The obligations of each Guarantor and Lombard Insurance's rights under this Guarantee and Indemnity are not affected by anything that might otherwise affect them at law or in equity.
- Each Guarantor waives any rights which that Guarantor has as surety which at any time may be inconsistent with the provisions of this Guarantee and Indemnity or which would restrict Lombard Insurance's rights or remedies under it.
- Each Guarantor irrevocably agree that DP Bonds Pty Ltd ABN 39 625 083 810 ("**DP Bonds**"), on behalf of Lombard Insurance, is entitled to and may enforce this Guarantee and Indemnity in its own name, including the bringing of any legal proceedings if required.
- Each Guarantor must pay Lombard Insurance for all costs and expenses (including legal costs on a full indemnity basis) Lombard Insurance and or DP Bonds incur in the exercise or enforcement by Lombard Insurance and or DP Bonds of any power or remedy under the Deposit Guarantee and this Guarantee and Indemnity.
- Any payment under this Guarantee and Indemnity must be made on demand and in the manner notified by Lombard Insurance or DP Bonds.
- Lombard Insurance and or DP Bonds can serve any document on a Guarantor by posting the document by ordinary post to the Address of the Guarantor shown in the Schedule or such other address as is notified in writing by the Guarantor to Lombard Insurance or DP Bonds.
- In this Guarantee and Indemnity:
 - the obligations of each Guarantor under the indemnity in 4 are entirely separate from the obligations of each Guarantor under the guarantee in 3.
 - if there is more than one Guarantor, each is jointly and severally liable to Lombard Insurance under this Guarantee and Indemnity.
- Each Guarantor hereby charges all the Guarantor's current and future interests in real property in favour of Lombard Insurance and DP Bonds and appoints Lombard Insurance and or DP Bonds as its attorney to secure payment of all money the Guarantor owes, now or in the future, to Lombard Insurance under this Guarantee and Indemnity.
- The terms of this Guarantee and Indemnity bind each Guarantor both personally and as trustee of any trusts of which the Guarantor is trustee both presently and in the future.
- In this Guarantee and Indemnity:

Applicant means each person named as Applicant in the Schedule.

Applicant's Indemnity means any indemnity or counter indemnity given by the Applicant to Lombard Insurance Company Limited in connection with the Deposit Guarantee.

Guarantor 2. Print Name

Deposit Guarantee means the deposit guarantee issued to the Applicant under the application in respect of which this Guarantee and Indemnity has been given.

Guarantor means each person named as Guarantor in the Schedule

Moneys Guaranteed means all moneys each Applicant owes Lombard Insurance Company Limited, now or in the future, jointly or severally actually or contingently and for any reason, under the Applicant's Indemnity.

Privacy Consent and Notification. By signing this document you consent to us (DP Bonds Pty Ltd ABN 39 625 083 810 and Lombard Insurance Company Limited RN 1990/01253/06) and some other entities collecting, using, holding and disclosing personal and credit information about you. You can find out more about how we deal with your privacy by viewing our privacy policy at www.depositpower.com.au/dpg/privacypolicy or contacting us on 1800 678 979. If you do not provide us with this consent or provide us with your personal information we may not be able to provide you with a guarantee or provide other services.

We may collect, use, hold and disclose personal and credit information about you for the purposes of arranging or providing the our guarantee products to you, managing and administering that guarantee, investigating or managing any claim in relation to the guarantee, direct marketing of products and services by us and managing our relationship with you.

Credit information includes the type and amount of credit provided to you, default information (including overdue payments) and court information. Personal information includes any information from which your identity is apparent.

You may gain access to the personal information that we hold about you by contacting us. Our privacy policy contains information about how you may access or seek correction of your personal information and credit information, how we manage that information and our complaints process. It also contains information on 'notifiable matters' including things such as the information we use to assess your creditworthiness, what happens if you fail to meet your credit obligations or commit a serious credit infringement, your right to request that credit reporting bodies (CRBs) not use your credit information for the purposes of pre-screening credit offers, and your right to request a CRB not to use or disclose credit information about you if you believe you are a victim of fraud.

Consumer and commercial credit information We may exchange your commercial and consumer credit information with entities listed below to assess an application for consumer or commercial credit and manage that credit. In particular, we can obtain credit information about you from a CRB providing both consumer and commercial credit information.

Exchange information with credit providers We may exchange your personal and credit information with credit providers for the purposes of assessing your creditworthiness, credit standing, and credit history or credit capacity.

Exchange information with guarantors We may exchange your personal and credit information with any person who proposes to guarantee or has guaranteed payment of any debt owed to us by you of any products we have provided to you.

Exchange information We may exchange personal and credit information with the following types of entities, some of which may be located overseas.

- Finance brokers, mortgage managers, and persons who assist us to provide our products to you
- Financial consultants, accountants, lawyers and advisers
- Any industry body, tribunal, court or otherwise in connection with any complaint regarding the approval or management of your loan – for example if a complaint is lodged about us or the lender
- Loss assessors, claims investigators, reinsurers or other insurance companies
- Any person where we are required by law to do so
- Any of our associates, related entities or contractors
- Your referees, such as your employer, to verify information you have provided
- Any person considering acquiring an interest in our business or assets
- Any organisation providing online verification of your identity

Customer identification We may disclose personal information about you to an organisation providing verification of your identity, including on-line verification of your identity.

We may exchange your personal and credit information with the following credit reporting bodies:

Equifax Pty Ltd - equifax.com.au

Dun & Bradstreet (Australia) Pty Ltd - dnb.com.au

Experian - experian.com.au.

