

Guarantee and Indemnity, including Property Security Interest



Please read carefully

1800 678 979

To: HDI Global Specialty SE

From:

Guarantor 1. Print Name

1. In this Guarantee and Indemnity:

Applicant means each person named as Applicant in the Guarantee and Indemnity Schedule (the Schedule).

Applicant's Indemnity means any indemnity or counter indemnity given by the Applicant to the Underwriter in connection with the Deposit Bond.

Authorised Manager means Credeq Australia Pty Ltd, ABN 39 625 083 810

Deposit Bond means the Deposit Power Deposit Bond to be issued to the Applicant under the Application in respect of which the Applicant's Indemnity and this Guarantee and Indemnity is given.

Caveat means an instrument registered on the title of real property giving notice of the interest in land created by the charge in this Guarantee and Indemnity. A Caveat may prevent the registration of dealings and plans on a title of real property under the relevant state legislation.

Guarantor means each person named as Guarantor in the Schedule.

Moneys Guaranteed means all moneys each Applicant owes the Underwriter, now or in the future, jointly or severally, actually or contingently and for any reason, under the Applicant's Indemnity and/or in relation to this Deposit Bond.

The Underwriter means HDI Global Specialty SE HRB211924.

2. By signing this Guarantee and Indemnity, each Guarantor asks the Underwriter to issue the Deposit Bond.

3. This Guarantee and Indemnity:

(a) is given to the Underwriter in return for it agreeing to issue the Deposit Bond;

(b) is unlimited, unconditional and irrevocable and shall remain in force until all the Moneys Guaranteed have been paid or satisfied in full; and

(c) may be enforced against each Guarantor without the Underwriter first having to give notice to or make demand upon any Applicant.

4. Each Guarantor jointly and severally guarantees to the Underwriter the timely payment of the Moneys Guaranteed and the timely performance of all obligations of each Applicant's Indemnity.

5. Each Guarantor acknowledges and agrees that the liabilities and agreements set out in this Guarantee and Indemnity apply to and bind the Guarantor including in the event the fee for the Deposit Bond has been paid for by another party.

6. As a principal obligation, each Guarantor jointly and severally indemnifies the Underwriter against any loss the Underwriter may suffer in connection with the Deposit Bond at any time because:

(a) an Applicant fails to pay the Underwriter the Moneys Guaranteed or to perform its obligations under the Applicant's Indemnity;

(b) The Underwriter is prevented from including or recovering an amount as part of the Moneys Guaranteed by the intervention of any rule of law or equity;

(c) any payment to the Underwriter is, or is claimed to be, void or voidable or a preference;

From:

Guarantor 2. Print Name

(d) the Applicant's Indemnity is void, voidable or unenforceable for any reason: or

(e) of any other reason whatsoever.

7. The obligations of each Guarantor and the Underwriter's rights under this Guarantee and Indemnity are not affected by anything that might otherwise affect them at law or in equity.

8. 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 the Underwriter's rights or remedies under it.

9. Each Guarantor irrevocably agrees that the Authorised Manager, on behalf of the Underwriter, is entitled to and may enforce this Guarantee and Indemnity in its own name, including the bringing of any legal proceedings if required.

10. Each Guarantor must pay the Underwriter for all costs and expenses (including legal costs on a full indemnity basis) the Underwriter and/or the Authorised Manager incur in the exercise or enforcement by the Underwriter and/ or the Authorised Manager of any power or remedy under the Applicant's Indemnity and this Guarantee and Indemnity.

11. Any payment under this Guarantee and Indemnity must be made on demand and in the manner notified by the Underwriter or the Authorised Manager in writing.

12. The Underwriter and or the Authorised Manager 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 the Underwriter or the Authorised Manager.

13. In this Guarantee and Indemnity:

(a) the obligations of each Guarantor under the Guarantee and Indemnity in 3 are entirely separate from the obligations of each Guarantor under the indemnity in 6.

(b) if there is more than one Guarantor, each is jointly and severally liable to the Underwriter under this Guarantee and Indemnity.


14. Each Guarantor hereby charges all the Guarantor's current and future interests in real property in favour of the Underwriter and the Authorised Manager and appoints the Underwriter and or the Authorised Manager as its attorney to secure payment of all money the Guarantor owes, now or in the future, to the Underwriter under this Guarantee and Indemnity.

15. Each Guarantor acknowledges this is a security interest over its real property and the charge created by this Guarantee and Indemnity including as set out in 14, may result in the Underwriter and/or the Authorised Manager registering a Caveat against any real property owned by each Guarantor or in which each Guarantor has an interest and each Guarantor expressly consents to the registering and maintenance of that Caveat against such property.

16. A Caveat may be lodged by the Underwriter and/or the Authorised Manager at any time.

17. The terms of this Guarantee and Indemnity bind each Guarantor both personally and as trustee of any trusts of which either Guarantor is trustee both presently and in the future.

Please read carefully

 1800 678 979

Privacy Consent and Notification

By signing this document each Guarantor consents to the Authorised Manager and the Underwriter (hereafter 'we' or 'us') and some other entities at the Authorised Manager direction, collecting, using, holding and disclosing personal and credit information about each Guarantor. Each Guarantor can find out more about how we deal with each Guarantor's privacy, or gain access to the personal information that we hold, by viewing our Privacy Policy at depositpower.com.au or by contacting us on 1800 678 979. If each Guarantor does not provide us with this consent or provide us with their personal information we may not be able to issue a Deposit Bond or provide other services.

We may collect, use, hold and disclose personal and credit information about each Guarantor for the purposes of arranging or issuing our Deposit Bond, managing and administering that Deposit Bond, investigating or managing any claim in relation to the Deposit Bond, including enforcing our rights under this Guarantee and Indemnity, direct marketing of products and services by us and managing our relationship with each Guarantor.

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

Our Privacy Policy contains information about how each Guarantor may access or seek correction of each Guarantor's 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 each Guarantor's creditworthiness, what happens if each Guarantor fails to meet their credit obligations or commits a serious credit infringement, each Guarantor's right to request that credit reporting bodies (CRBs) not use their credit information for the purposes of pre-screening credit offers, and each Guarantor's right to request a CRB not to use or disclose credit information about them if a Guarantor believes they are a victim of fraud.

Consumer and commercial credit information We may exchange each Guarantor's 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 each Guarantor from a CRB providing both consumer and commercial credit information.

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

Exchange of information with guarantors We may exchange each Guarantor's personal and credit information with any person who proposes to guarantee or has guaranteed payment of any debt owed to us by each Guarantor of any products issued by Deposit Power.

Exchange of 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 each Guarantor
- Financial consultants, accountants, lawyers and advisers
- Any industry body, tribunal, court or otherwise in connection with any complaint regarding the approval or management of each Guarantor's 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
- Each Guarantor's referees, such as each Guarantor's employer, to verify information each Guarantor has provided
- Any person considering acquiring an interest in our business or assets
- Any organisation providing online verification of each Guarantor's identity.

Guarantor identification We may disclose personal information about each Guarantor to an organisation providing verification of their identity, including on-line verification of their identity.

We may exchange each Guarantor's personal and credit information with the following credit reporting bodies:

Equifax Pty Ltd - equifax.com.au

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

Experian - experian.com.au.

Guarantee and Indemnity Schedule



Please read carefully

1800 678 979

- Please make sure all sections of this form are completed
- Witnesses must be independent to the purchase
- Where there are more than two Guarantors, complete Guarantor details on a separate Guarantee and Indemnity Schedule (available at depositpower.com.au)

Section 1 - Purchase Property Details

Property Address:

State:

Postcode:

Section 2 - Guarantors

WARNING - Entering into this Guarantee and Indemnity involves financial risk. We recommend you seek independent legal advice before entering into this Guarantee and Indemnity.

Guarantor 1:

Full Name:

Is this Individual a Permanent Australian Resident: Yes No

Date of Birth: / /

Driver Lic. or Passport No.:

Expiry Date: / /

Contact Number:

Email address:

Residential address:

State: Postcode:

Have you read and understood the terms of this Guarantee and Indemnity? Yes No

Do you understand that the Underwriter may have the right to recover from you any amount paid under the Deposit Bond? Yes No

Do you acknowledge that you have been given the opportunity to obtain independent legal advice before signing this Guarantee and Indemnity? Yes No

Have you read and do you consent to the Privacy Consent and Notification on Page 2? Yes No

Signature of Guarantor: Date: / /

Name of Witness:

Address:

State: Postcode:

Signature of Witness: Date: / /

Guarantor 2:

Full Name:

Is this Individual a Permanent Australian Resident: Yes No

Date of Birth: / /

Driver Lic. or Passport No.:

Expiry Date: / /

Contact Number:

Email address:

Residential address:

State: Postcode:

Have you read and understood the terms of this Guarantee and Indemnity? Yes No

Do you understand that the Underwriter may have the right to recover from you any amount paid under the Deposit Bond? Yes No

Do you acknowledge that you have been given the opportunity to obtain independent legal advice before signing this Guarantee and Indemnity? Yes No

Have you read and do you consent to the Privacy Consent and Notification on Page 2? Yes No

Signature of Guarantor: Date: / /

Name of Witness:

Address:

State: Postcode:

Signature of Witness: Date: / /

Section 3 - Deposit Bond Applicant Details

Applicant 1:

Full Name:

Address:

State: Postcode:

Applicant 3:

Full Name:

Address:

State: Postcode:

Applicant 2:

Full Name:

Address:

State: Postcode:

Applicant 4:

Full Name:

Address:

State: Postcode:

info@depositpower.com.au

depositpower.com.au