Swiss Re Corporate Solutions

Deposit Bond Australia Pty Ltd

Deposit Bond Application

CORPORATE Applicant

Section 1: CORPORATE APPLICANT DETAILS (Australian Registered Company/Trust Entity)

APPLICANT'S Name		ABN/ACN	
Incorporation/Registration Date	/ /	Place of Registration	
Type of Entity	Partnership or Individual with an ABN ☐	Company ATF Superannuation Fund ☐	
Individual or Corporate Trustee for Trust ☐		Non-Trading Company ☐	
Trading Company ☐		Special Purpose Investment Vehicle ('SPIV') ☐	
Registered Office/Principal Business Address			
	Email		
Postal Address			
Preferred Contact Name/s			
Mobile No.		Email	
The Applicant will require a loan to settle	Yes ☐	No ☐	

The Applicant holds an Unconditional Loan Approval from an APRA regulated Lender	Yes ☐	No ☐
The Applicant is selling existing property to assist settle new property	Yes ☐	No ☐
Does the Applicant entity have the power to buy property & enter into financial arrangements to do so	Yes ☐	No ☐
Neither the Applicant nor any related parties (Individual or Corporate entities) have any commitments to buy property other than to which this application relates	Yes ☐	No ☐

If Yes, please provide details

Section 2: GUARANTORS' DETAILS (Director/Shareholder)

GUARANTOR'S Family Name		Given Name/s	
Date of Birth	/ /	Email	
Residential Address			
		State	Postcode
Mobile		Drivers Licence No.	Expiry date / /
I am a Permanent Australian Resident or Citizen	Yes ☐	No ☐	

Have you paid a deposit (cash or deposit bond) committing to buy any other property unrelated to this application?

Yes ☐ No ☐ If Yes, please provide details.

I am unaware anyone related to me holds a current Deposit Bond? Confirm Yes or No

Yes ☐ No ☐ If No, please provide details.

As an executive Director &/or Shareholder I acknowledge & accept the responsibility to provide my personal guarantee in support of the Applicant's commitment to purchase the subject property & to comply with its obligations under this Deposit Bond Application.

I warrant that the particulars set out herein are true & correct I declare that I am over 18 years of age & I have never entered into any arrangement or composition with my Creditors nor committed any act of bankruptcy nor suffered any warrant of execution to be levied against me. I further declare I am not an undischarged bankrupt.

Swiss Re International SE, Australia Branch
ABN 38 138 873 211

Section 2: GUARANTORS' DETAILS (Director/Shareholder) *continued...*

GUARANTOR'S Family Name		Given Name/s	
Date of Birth	/ /	Email	
Residential Address			
		State	Postcode
Mobile		Drivers Licence No.	Expiry date / /
I am a Permanent Australian Resident or Citizen	Yes ☐	No ☐	

Have you paid a deposit (cash or deposit bond) committing to buy any other property unrelated to this application?

Yes ☐	No ☐	If Yes, please provide details.

I am unaware anyone related to me holds a current Deposit Bond? Confirm Yes or No

Yes ☐	No ☐	If No, please provide details.

As an executive Director &/or Shareholder I acknowledge & accept the responsibility to provide my personal guarantee in support of the Applicant's commitment to purchase the subject property & to comply with its obligations under this Deposit Bond Application.

I warrant that the particulars set out herein are true & correct I declare that I am over 18 years of age & I have never entered into any arrangement or composition with my Creditors nor committed any act of bankruptcy nor suffered any warrant of execution to be levied against me. I further declare I am not an undischarged bankrupt.

Section 3: APPLICANT'S LEGAL REPRESENTATIVE DETAILS

Firm Name			
Contact Name		Phone	
Email		Postal Address	
		State	Postcode

Section 4: APPLICANT &/or GUARANTOR'S STATEMENT of ASSETS & LIABILITIES

Real Estate Assets (Home & Investment/s)

Property Owner	Property Address	Value	Lender	Loan Balance
		$		$
		$		$
		$		$
		$		$

Liquid Assets (Cash Savings/Fixed Term Deposits, Public Company Shares, Superannuation)

Owner	Asset Type	Provider	Value
			$
			$
			$
			$

Other Liabilities (Credit Cards, Personal Loans or Leases)

Borrower's Name	Credit Type & Provider	Facility Limit	Outstanding Balance
		$	$
		$	$
		$	$
		$	$

Signed		Dated at		/ /
Signed		Dated at		/ /

Section 5: SOURCE of SETTLEMENT FUNDS (Total = 105% Purchase Price)

New Loan	$	Other (Gift; Inheritance; Separation)	$
Property Sale Proceeds	$		$
Savings (cash)	$		$
TOTAL	**$**	**TOTAL**	**$**

Section 6: PARTICULARS of PROPERTY being Purchased

Via Private Treaty ☐ ? or Auction ☐ ? If bidding at Auction leave Vendor's Name & Property address blank

Vendor's Name							
Address of property to be purchased							
	State		Postcode		Purchase Price	$	
Property Type	Residential ☐		Commercial ☐		Existing Building ☐		Vacant Land ☐
	House & Land Package ☐				Under Construction ☐		Off-the-Plan ☐
Usage	Owner Occupier ☐		Investment ☐				
Contract Start Date	/ /		Contract Completion Date	/ /	Sunset Date	/ /	

*(Please complete as detailed in relevant Contract of Sale)

Holding Deposit	I/We have paid a cash holding deposit	Yes ☐ No ☐	If Yes, amount?	$	Please provide receipt

Section 7: DEPOSIT BOND VALUE AND TERM

Deposit Bond Value	$		being	%	of purchase price	$	
Deposit Bond Term (Mths)			Settlement Date	/ /	Sunset Date	/ /	

Is the Vendor accepting a deposit bond with an expiry date prior to the sunset date detailed in the Contract of Sale? (Off Plan Purchases Only). If Yes, please provide the Vendors written confirmation of the revised sunset and/or expiry date.	Yes ☐ No ☐

Section 8: DEPOSIT BOND FEE PAYMENT DETAILS

Note: DBA/SWISS RE Fees are payable upon approval & prior to issue of the relevant deposit bond.
Payment may be made via Credit Card (Visa or Mastercard)

Alternatively via Direct Deposit to DBA Trust A/C details of which will be provided on relevant Tax Invoice ☐

DBA/SWISS RE Deposit Bond Fee:	$
Referrer Fee:	$
TOTAL FEE:	$

Mastercard	☐	Visa	☐	Expiry Date	/	CVV	

Card Number															

Cardholder's Name	
Cardholder's Signature	

Section 9: APPLICANTS' INSTRUCTIONS for DELIVERY of ORIGINAL SWISS RE DEPOSIT BOND

Recipient	Applicant ☐	Referrer ☐	Legal Representative ☐	Other ☐
Firm Name				
Contact Name			Phone	
Recipient Email Address				
Recipient's Street or Postal Address				
		State		Postcode

Section 10: DISCLOSURE STATEMENT

The benefit payable under the deposit bond is provided solely by Swiss Re International SE, a company incorporated in Luxembourg and registered in Australia with Australian Business Number 38 138 873 211 ("SWISS RE").

Deposit Bond Australia Pty Limited ("DBA") ABN 28 002 772 487 is an agent for SWISS RE specifically authorised to approve and issue residential or commercial deposit bonds to applicant(s). This application is made by you the Applicant or Guarantor (as applicable) to SWISS RE through its authorised agent DBA. The reference to SWISS RE and DBA includes all successors and assignees. DBA's services are remunerated by SWISS RE from the fee payable to issue the relevant deposit bond. In addition an accredited DBA Referrer may receive a commission payment in relation to an issued deposit bond.

Section 11: AUTHORISATION to ACCESS CONSUMER CREDIT INFORMATION

11.1 SWISS RE & DBA Privacy Collection Notice

SWISS RE and DBA are committed to safeguarding the privacy and confidentiality of personal information, relevant to this application.

Where possible, SWISS RE and DBA collect personal information directly from you, including through this application. Where that is not reasonably practical, we may collect personal information about you from your broker, credit reporting bodies or other sources.

SWISS Re and DBA may use the personal information we collect about you, as applicable in the circumstances, to: (a) assess this application and your financial position; (b) issue deposit bonds (c) administer or manage deposit bonds and provide related services; and (d) comply with our legal obligations.

SWISS RE and DBA may disclose your personal information for the purposes described above to: (a) credit reporting bodies (see section 11.2 below); and (b) service providers who assist us to carry about the above purposes (such as technology providers, payment service providers and professional advisors). In the case of SWISS RE, we may also disclose your personal information, credit information or credit eligibility information to our related entities, some of whom may be located overseas or do not have an Australian link, including in Hong Kong SAR, India, Singapore, Philippines, Malaysia, the United Kingdom, Switzerland, the United States of America, the Slovak Republic and Japan.

If you give us someone else's personal information you must make them aware of the details in this Privacy Statement.

If you do not provide all of the personal information we have requested, SWISS RE and DBA may be unable to issue, administer and manage deposit bonds and provide services.

We realise that this personal information may be sensitive in nature and we will treat it with the utmost care and security. Information on how SWISS RE and DBA handle your personal information, credit information and credit eligibility information is explained in our Privacy Policies, including how you can:

- seek access to the personal information and credit eligibility information SWISS RE and DBA hold about you; or
- seek correction of the personal information, credit information or credit eligibility information SWISS RE and DBA hold about you; and
- make a privacy, credit information or credit eligibility information related complaint and how SWISS RE and DBA will deal with such a complaint.

You can view SWISS RE's Privacy Policy at https://corporatesolutions.swissre.com/about-us/australia-newzealand.html.

You can view DBA's Privacy Policy at https://depositbondaustralia.com.au/privacy-policy/.

Section 11: AUTHORISATION to ACCESS CONSUMER CREDIT INFORMATION

11.2 Notice of Disclosure of Credit Information to a Credit Reporting Body (Privacy Act 1988)

SWISS RE, or DBA, may give credit information about any individual or Guarantor ("you"; "your"; "I/we"; "me/us"; and "my/our") to, and request credit reporting information about you from, the following credit reporting body or bodies (CRB):

CRB name: Equifax **Contact details:** equifax.com.au
CRB name: Experian **Contact Details:** experian.com.au

The information disclosed may include identification information (including your name, gender, address, date of birth, employer and driver's licence number) and information about this application.

Where SWISS RE or DBA makes an information request to a CRB:

- your consent is not required for the disclosure of that information request to the CRB;
- a record of the information request may be used and, as relevant, disclosed by the CRB or a credit provider to assess your creditworthiness, including to calculate a credit score or credit rating; and
- the information request may affect a credit score or credit rating, because the fact that an information request was made may be taken into account in later assessments of your credit score or credit rating.

A CRB may include information disclosed by SWISS RE or DBA in reports to credit providers to assist them to assess your financial position. If you fail to meet payment obligations in relation to consumer credit or commit a serious credit infringement, SWISS RE may be entitled to disclose that information to a CRB.

Your consent is not required for a CRB to disclose credit reporting information about you to SWISS RE for a consumer credit related purpose permitted by privacy laws. However, by signing this application, I/we expressly consent to a CRB disclosing credit reporting information about me/us to SWISS RE or DBA for:

- a commercial credit related purpose, in connection with assessing this Application;
- if I am/we are a Guarantor, the purpose of assessing whether to accept me/us as a Guarantor in relation to credit provided, or proposed to be provided, by SWISS RE to the Applicant.

Information on how SWISS RE and DBA handle your credit information or credit eligibility information is explained in the Privacy Policies referred to in section 11.1.

You may obtain the CRB's credit reporting policy using the CRB contact details above. You may also ask the CRB not to use (or in certain cases disclose) your credit reporting information for pre-screening of direct marketing, or if you believe on reasonable grounds that you have been, or are likely to be, a victim of fraud.

Section 12: APPLICANT(S) & GUARANTOR'S REPRESENTATIONS & WARRANTIES

12.1 Acknowledgements

The Applicant(s) request(s) SWISS RE through DBA to provide it with a Deposit Bond for the Deposit Bond Value requested in this application.

The Applicant(s) warrant(s) and represent(s) that all of the information and materials provided to SWISS RE and DBA in respect of this application are true and correct. If there is any material change in that information from the time it was provided and before the Deposit Bond is issued the Applicant(s) will immediately advise DBA of the change. SWISS RE may at its option revoke any approval provided there is any material change.

I/We agree that SWISS RE or its authorised agent, may contact my/our employer(s), accountant(s) or any other relevant party to obtain information, including confirmation of income and employment history, for the purposes of assessing and reviewing this application for a Deposit Bond.

The Applicant(s) & as applicable Guarantor(s) declare(s) that they are over the age of eighteen years and have never entered into any arrangement or composition with their creditors nor committed any act of bankruptcy nor suffered any warrant of execution to be levied against them. The Applicant(s) & as applicable the Guarantor(s) further declare that they are not an undischarged bankrupt person.

If a Deposit Bond is provided, the Applicant(s) & as applicable the Guarantor(s) - will, within 48 hours of purchasing a property at an auction, advise DBA and provide to DBA a copy of the front page of the contract of sale;

*acknowledges that the Counter Indemnity Agreement set out below will automatically be binding;

*acknowledges and agrees that SWISS RE must pay out under the Deposit Bond irrespective of whether:

(i) the vendor is entitled to terminate the contract for sale;

(ii) the vendor is entitled to claim the deposit under the contract for sale; or

(iii) the Applicant(s) has/have a dispute with the vendor

*acknowledges and agrees that SWISS RE is irrevocably authorised to pay out under the Deposit Bond immediately upon a request for payment being made and may make such payment without reference to the Applicant and without the need for any further authority from the Applicant.

The Applicant(s) warrant(s) and represent(s) that to the best of its knowledge there are or have been:-

(i) no material claims, attempted claims, or potential claims against an insurer, a guarantor, a financier or any other surety body in relation to the Applicant(s)

(ii) no material industrial or litigious action against the Applicant(s) or a related third party

Section 12: APPLICANT(S) & GUARANTOR'S REPRESENTATIONS & WARRANTIES

12.2 Counter Indemnity Agreement

In consideration of SWISS RE issuing the Deposit Bond, the Applicant(s) & Guarantor(s):

A) ***Indemnity:-***

(i) unconditionally and irrevocably indemnifies SWISS RE against all actions, claims, demands, liabilities, Goods and Services Tax liabilities, losses, damages, costs and expenses (including, without limitation, legal expenses on a full indemnity basis) which SWISS RE at any time suffers or incurs directly or indirectly under or in connection with the Deposit Bond;

(ii) agrees to pay SWISS RE within 7 days of demand any amount so indemnified;

(iii) understands that if it does not pay any amount demanded by SWISS RE under this indemnity when due, then interest will accrue on that amount from the date payable up until the day the outstanding amount is paid. Interest will accrue on a daily basis at the 90 day Bank Bill Swap Reference Rate (rounded to two decimal places) plus a margin of 2%. This interest is payable on demand.

B) ***Charging of Property:-*** agrees that, upon SWISS RE:

(i) making a written demand under this Indemnity; or

(ii) being notified in writing by the Applicant(s) that there has been a material adverse change in my/our financial position or reasonably determines that the Applicant(s) will not be able at any future time to perform the terms and conditions set out in this Indemnity, then SWISS RE, as and from the date of the written demand or notification or determination (as the case may be), charge as security for each amount demanded or which may become due and owing under this Indemnity all of the Applicant(s) present and future real and personal property (whether held solely or jointly with any other party).

C) ***Granting of Power of Attorney:-*** irrevocably appoints SWISS RE as its attorney and agent to enforce or pursue any rights the Applicant(s) may have under any contract for sale to which the Deposit Bond relates, and in this regard the Applicant(s) irrevocably authorise SWISS RE to commence and conduct any legal proceedings in the Applicant(s) name and to settle or compromise any such legal proceedings on such terms as SWISS RE reasonably thinks fit provided that SWISS RE shall pay all legal costs associated with such proceedings;

D) ***Security Perfection and Further Assurance:-*** agrees:

(i) to do anything which it can do as the owner of its real and personal property; and

(ii) sign any documents to perfect the creation of the charge contemplated under this Indemnity or for the purpose of registering any such charge (as may be required);

(iii) to ratify and confirm any and all acts that SWISS RE carries out as its agent and/or attorney pursuant to the above authority and power of attorney and indemnify SWISS RE against any loss, cost, expense or liability suffered or incurred by SWISS RE in connection with carrying out any such acts; and

(iv) that any charge over real property created in favour of SWISS RE under this Indemnity creates an equitable interest in favour of SWISS RE in any present or future real property the Applicant(s) own(s) whether solely or jointly with any other party and the Applicant(s) irrevocably authorises SWISS RE to lodge and/or maintain a caveat over any such property.

The law governing the Indemnity is the law of the jurisdiction in which the property to be purchased is situated.

Section 13: SIGNING & ACKNOWLEDGEMENT

The Applicant(s) &/or Guarantor(s) acknowledge(s) and agree(s) that:

(i) SWISS RE has no obligation to provide the Applicant(s) with the Deposit Bond unless SWISS RE accepts this application and receives the fee specified by DBA in cleared funds;

(ii) Neither SWISS RE nor any of its Agents is under any obligation to refund fees after issue of the Deposit

(iii) SWISS RE may require further information and materials to be provided in support of this application; and

(iv) if a Deposit Bond is issued, the Applicant(s) will be bound by all of the terms and conditions set out in this application and in particular with the matters set out in the paragraph titled "Counter Indemnity Agreement" of this application, including the charge over the Applicant's property (sub-paragraph titled "Charging of Property") and the power of attorney granted to SWISS RE (sub-paragraph titled "Granting of Power of Attorney").

Section 14: APPLICANT or GUARANTOR DECLARATION

By signing this Application you the Applicant(s) &/or Guarantor(s) understand and accept the Counter Indemnity Agreement gives SWISS RE the right to:-

(i) recover from the Applicant(s) any amount paid by SWISS RE under this Deposit Bond; and

(ii) create a charge over the Applicant/s' and or Guarantor/s' personal and property assets in the event of a claim against the relevant Deposit Bond by the Vendor or Deposit Holder; and

(iii) be appointed as the Applicant's attorney to enforce the Applicant's rights under the contract for sale to which the Deposit Bond relates.

This application (including the Counter Indemnity Agreement) is executed as a Deed.

We recommend the Applicant(s) seek(s) legal advice on the contents of this application including the Counter Indemnity.

SIGNED SEALED & DELIVERED by DIRECTOR or AUTHORISED REPRESENTATIVE On Behalf Of The APPLICANT

Full Name				(Director/Shareholder)
Signature		Dated at		/ /

SIGNED SEALED & DELIVERED by DIRECTOR or AUTHORISED REPRESENTATIVE On Behalf Of The APPLICANT

Full Name				(Director/Shareholder)
Signature		Dated at		/ /

SIGNED SEALED & DELIVERED by GUARANTOR 1 (as applicable)

Full Name				
Signature		Dated at		/ /

SIGNED SEALED & DELIVERED by GUARANTOR 2 (as applicable)

Full Name				
Signature		Dated at		/ /

DEPOSIT BOND UNDERWRITER:
Swiss Re International SE, Australia Branch
ABN 38 138 873 211

All Applications, Enquiries & Claims should be directed to Swiss RE's Authorised Agent:

Deposit Bond Australia Pty Ltd ('DBA')
Locked Bag 4004, Surry Hills, NSW 2010; or
Suite 4.02, Level 4, 83 Kippax Street, Surry Hills, NSW 2010
Email: admin@deposit.com.au
DBA Helpdesk: Freecall 1800 2663 88 Or (02) 9966 1044