

Guarantee and Indemnity, including Property Security Interest

Deposit Power

Please read carefully

1800 678 979

To: HDI Global Specialty SE

From:
Guarantor 1. Print Name

From:
Guarantor 2. 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 DP Bonds Pty Ltd, trading as Deposit Power, 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;

(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.

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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.

Privacy Notice - HDI Global Specialty SE

Privacy Notice Germany pursuant to Art. 13, 14

General Data Protection Regulation (GDPR).

This notice explains how your data will be collected and dealt with, and, where applicable, other data subjects, about the processing of your personal data that we, as HDI Global Specialty SE, have collected directly or not directly from you and the rights to which you are entitled under data protection law. In this notice, 'we', 'us' or 'our' refers to HDI Global Specialty SE and its agents, co-insurers and reinsurers. 'You' or 'your' refers to the individual whose personal data we are processing.

1. Responsible data controller

HDI Global Specialty SE
HDI-Platz 1
0659 Hannover
Germany
Tel. +49 511 3878 1900
E-mail: HGS_Germany_Contact@hdi-specialty.com

HDI Global Specialty SE is a Data Controller as defined under the EU General Data Protection Regulation ('GDPR').

You can reach our Data Protection Officer by post at the aforementioned address (please include the additional address line "Data Protection Officer") or by e-mail via our data privacy group mailbox:

E-mail: privacy-hgs@hdi-specialty.com
Or: privacy@talanx.com

Important information & Privacy Consent

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2. Personal data we may collect about you

- 2.1. Individual details such as name, address, proof of
- 2.2. address, contact details (including emails and telephone numbers), gender, marital status, date and place of birth, nationality, employer, job title, employment history and family details (including their relationship to you).
- 2.3. Identification numbers issued by government bodies, agencies or similar such as national insurance, passport, tax identification or driving licence numbers.
- 2.4. Financial information such as bank account or paymentcard details, income or transaction histories.
- 2.5. Insurance policy information including information about quotes you receive and policies you take out.
- 2.6. Credit and anti-fraud data including credit history, credit score, sanctions and criminal offences, and information received from various anti-fraud databases relating to you.
- 2.7. Information about previous and current claims (including in connection with other related or unrelated insurance) which may include data about your health, criminal convictions, or special categories of personal data and, in some cases, surveillance reports.
- 2.8. Technical information including your computer's IP address.
- 2.9. Special categories of personal data which have additional protection under the GDPR, namely health, criminal convictions, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric, or data concerning sex life or sexual orientation.

3. Where we may collect your personal data from.

We may collect your personal data from various sources:

- 3.1. You (including, from time to time, recordings of your telephone calls with us)
- 3.2. Your family members, employer or agent/representative (including your broker)
- 3.3. Our agents, other insurers, insurance brokers, or Reinsurers
- 3.4. Credit reference agencies
- 3.5. Websites or software applications for use on computers or mobile devices and/or social media content, tools and applications
- 3.6. Anti-fraud databases, sanctions lists, court judgments and other databases
- 3.7. Government agencies
- 3.8. Any open electoral register; or
- 3.9. In the event of a claim, third parties including the other party or parties to the claim, witnesses, experts, loss adjusters, solicitors, claims handlers, translators, surveillance agents, engineers and others.

4. What personal information we disclose to others

We do not disclose any of our customers' or other persons' nonpublic personal information to anyone, except as permitted or required by law. Permitted disclosures include information to process transactions on your behalf, and information about you or about participants, beneficiaries or claimants under your insurance policy in the normal course of business.

5. Identities of Data Controllers and Data Protection Contacts

The operation of the insurance market means that personal data may be shared between insurance brokers, insurers, reinsurers and other market participants. You can find out the identity of the controller or controllers of your personal data in the following ways:

- 5.1. If you took out the insurance yourself, get in touch with the data protection contact at your insurance broker or the entity you dealt with in taking out the insurance.
- 5.2. If your employer or another organisation took out the insurance for your benefit, you should get in touch with the data protection contact at your employer or the organization that took out the insurance.
- 5.3. If you are not a policyholder or an insured under the insurance, you should get in touch with the organisation that collected your personal data.

6. The purposes, categories, legal grounds and recipients of our processing your personal data

- 6.1. Your personal data may be processed for the following purposes:

6.1.1. Quotation/inception:

Setting you up as a client, including possible fraud, sanctions, credit and anti-money laundering checks. In order to be able to use your information when concluding the Commercial Bond or to check the information given by you. And in order to be able to check and, if necessary, supplement your details when an insured event occurs, personal data may be exchanged to the extent necessary for this purpose with the previous insurer named by you in the application.

- Evaluating the risks and matching them to
- appropriate policy terms/premium
- Payment of premium where the insured is an Individual

6.1.2. Policy administration

- Client care, including communicating with you and sending you updates
- Payments to and from individuals

6.1.3. Claims processing:

- Managing insurance and reinsurance claims
- Defending or prosecuting legal claims or
- regulatory proceedings
- Investigating or prosecuting fraud

6.1.4. Renewals

- Contacting you/the insured to renew the insurance
- Evaluating the risks and matching them to appropriate policy terms/premium
- Payment of premium where the insured is an individual

6.1.5. Other purposes including:

- Complying with our regulatory or legal obligations
- Risk modelling
- Effective re Commercial Bonds
- Transferring books of business, company sales, restructuring and reorganisation

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6.2. We may also disclose personal data to the following non-exhaustive list of entities: reinsurers, financial institutions, service providers, contractors, agents, tax authorities, law enforcement and other regulators and group companies in connection with the above purposes. You will find the current list of service providers and our companies who participate in data-processing operations here on our website: https://www.hdi.global/globalassets/_shared/_global/legals/hgs_oereview_service_providers-220914.pdf or by emailing privacyhgs@hdi-specialty.com

6.3. We process your data on one of the following legal grounds:

- 6.3.1. in order to place and operate the contract(s) of insurance;
- 6.3.2. where a legitimate interest to do so has been identified for which processing of your data is necessary and which balances your interest, rights and freedoms e.g. protecting you from fraud or personalising the insurance product to you; or
- 6.3.3. where we have a legal obligation to do so e.g. to prevent money laundering.

7. Consent

To provide insurance and deal with insurance claims in certain circumstances we may need to process special categories of your personal data (see 2.8 above), such as medical or criminal records. Your consent to this processing may be necessary to achieve one or more of the purposes set out above. Where this is the case, you may withdraw your consent to such processing at any time by notifying privacy-hgs@hdi-specialty.com. If you do withdraw your consent, however, this may mean we cannot provide insurance or pay claims.

8. Storage and retention of your personal data

Information is held by us on servers and in printed form, as well as on our behalf in off-site storage facilities. We will keep your personal information only for so long as is necessary and for the purpose for which it was originally collected. In particular, so long as there is any possibility that either you or we may bring or face legal claims in connection with the insurance contract(s), or if there are legal or regulatory reasons to retain your personal information, we must do so. We understand the importance of securing your personal information.

We have physical, electronic and procedural safeguards in place to protect your non-public personal information in compliance with applicable state federal laws. We restrict employee access to customer information only to those who have business reason to know, in order to provide our products and services to you.

9. International transfer of data

We may need to transfer your data to third parties outside the European Economic Area (third country transfer) by the abovementioned named Data Controller. The processing will always be carried out in compliance with the contractual restrictions regarding confidentiality and security as well as in accordance with the applicable laws and regulations on data protection. Such data transfer to bodies or states outside the European Union/EEA, in particular by way of administrative access, is possible on the basis of the aforementioned purposes and legal grounds. In these cases, data will only be transferred if suitable safeguards are in place in accordance with the General Data Protection Regulation (GDPR). Suitable guarantees are,

in particular, an existing adequacy decision of the EU Commission, EU standard contractual clauses agreed with the service providers or binding data protection regulations established by the company, which have been recognized by the data protection supervisory authorities. In the event of a data transfer on the basis of Art. 49 DSGVO, separate information will be provided on this. If you would like further details of how your personal data would be protected if transferred outside the EEA, please contact privacyhgs@hdi-specialty.com.

10. Amendment

We may amend this Privacy Notice from time to time. The most recent version can always be consulted on our website: <https://www.hdi.global/legal/privacy/>.

11. Your rights

If you have any questions about our use of your personal data, please contact the relevant data protection contact as explained above. In certain circumstances you may have the right to require us to:

- 11.1. Provide you with further details about the use we make of your personal data
- 11.2. Provide you with a copy of the personal data we hold
- 11.3. Correct any inaccuracies in the personal data we hold
- 11.4. Delete any personal data we no longer have any lawful ground to use
- 11.5. Where the processing requires your consent, to withdraw that consent so we stop the processing in question
- 11.6. Transfer your personal data to another organisation
- 11.7. Object to any processing based on the legitimate interests ground at 5.3.2 above unless our reasons for that processing outweigh any prejudice to your data protection rights
- 11.8. Object to automated processing, including profiling
- 11.9. Restrict how we process or use your personal data in certain circumstances e.g. whilst a complaint is being investigated.

In certain circumstances we may need to restrict the above rights to safeguard the public interest (e.g. prevention or detection of crime) or our interests (e.g. legal or litigation privilege).

Right of objection

You have the right to object to the processing of your personal data for direct marketing purposes. If we process your data for the protection of legitimate interests, you may object to this processing if your particular situation gives rise to reasons which speak against the data processing. If you are not satisfied with our use of your personal data or our response to any request by you to exercise any of your rights, or if you think we have breached the GDPR, you have the option of submitting a complaint to the above-mentioned Data Protection Officer or to a data protection supervisory authority at the relevant national authority.

Germany (Lead Supervisory Authority)
Die Landesbeauftragte für den Datenschutz Niedersachsen
Prinzenstrasse 5
30159 Hannover
Phone: +49 (0)511 120 45 00
Fax: +49 (0)511 120 45 99
E-mail: poststelle@lfd.niedersachsen.de
Website: <https://www.lfd.niedersachsen.de>

12. Contact Us

Head Office: Data Protection Officer, HDI-Platz 1, 30659 Hannover, Germany, Tel. +49 511 3878 1900,

Guarantee and Indemnity Schedule

Deposit Power

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