

Reference Number

What is a Deposit Bond?

A Deposit Bond is a guarantee provided to the Vendor for all or part of the deposit required when you purchase a property. The deposit bond gives the Vendor (the seller) security against which they can claim if, for instance, you (the purchaser) fail to complete the transaction.

Who provides the Deposit Bond?

The Deposit Bond is provided by Great Lakes Reinsurance (UK) PLC ("Great Lakes") through its agent Munich-American RiskPartners Australia Pty Ltd ABN 47 102 787 351 ("MARP"). Your application to Great Lakes is made through Deposit Access Pty Limited ABN 60 091 487 553.

Great Lakes Reinsurance (UK) PLC ("Great Lakes") is a wholly owned subsidiary of the Munich Re Group the world's largest reinsurance company. Both have been awarded AA+ (very strong) by Standards & Poors, and A++ (superior) by A.M. Best Company.

Why use a Deposit Bond?

A deposit bond effectively takes the place of a cash deposit and provides a convenient way of purchasing a property without the worry associated with arranging a cash deposit.

What if Great Lakes has to pay out under a Deposit Bond?

If Great Lakes is required to make any payment to a vendor under the deposit bond, Great Lakes will have the right to recover those monies from you under the Counter Indemnity Agreement contained in this application form.

Important Privacy Notice

Before you complete this application, please read our Privacy Policy which has been provided to you and which can be viewed at www.depositaccess.com.au If you do not understand any aspect; please contact Deposit Access on (02) 9368 1522.

Important Notice

You are advised to seek independent legal advice before signing this application form. This document imposes serious and binding legal obligations upon you. Your attention is particularly directed to the Counter Indemnity Agreement included within the application.

Details of Applicant(s)
Applicant 1

Company Name	ABN
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Registered Office	Suburb	Post code
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Telephone	Fax	Email
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Names of Directors		
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Has your company ever had an external administrator appointed? Y N

Income Details	Current year	Previous year
Net Profit (after expenses)	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Depreciation	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Applicant 2

Company Name	ABN
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Registered Office	Suburb	Post code
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Telephone	Fax	Email
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Names of Directors		
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Has your company ever had an external administrator appointed? Y N

Income Details	Current year	Previous year
Net Profit (after expenses)	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Depreciation	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Please provide the following

- | | | |
|---------------------------------------|--------------------------|---|
| Most recent profit and loss Statement | <input type="checkbox"/> | If applying as a trust, please provide a copy of the trust deed and \$550 (inc. GST) to have the trust read by legals |
| Most recent balance Sheet | <input type="checkbox"/> | |

Property Details

Vendors Name

Address of property

Suburb

State

Postcode

Title

Purchase Price/Maximum bid

\$

Proposed Use of Property

Owner /occupant

Residential Investment

Commercial

Vacant land

Proposed Settlement date:

Please provide front page of contract.

Details Legal Representation of Applicant(s)

Name of Person

Name of Firm

Mailing address

Suburb

State

Postcode

Telephone

Facsimile

Email

If this application is approved, Great Lakes is authorised to deliver the Deposit Bond to the above named person or firm or such party as that person or firm may direct in writing.

Please provide the following

A copy of the front page of the contract for the purchase

Deposit Bond Requirements

 Required maximum Deposit Bond (not to exceed 10% of purchase price)

Required Duration of the Deposit Bond (months)

 6 12 18 24 30 36 42 48 54 60

 Do you have a written offer of finance for this purchase? Y N

If yes, name of financier

 What funds are you contributing to the purchase
 Attach proof of funds (eg. Bank Statements)

 Are you selling another property to raise funds? Y N

If yes, Address of Property

Have you, the Applicant(s):

 Ever applied for a deposit bond from Deposit Access or any other party
 (either in your own name or through another party)? Y N

If yes, please provide details

 Any deposit bonds that are current and have not expired? Y N

If yes, please provide details

 Ever had a deposit bond called upon by a vendor? Y N

If yes, please provide details

Payment Details

Bond Fee

Application Fee

Total Fee Payable

Cheque

My bank cheque / cheque for

 is attached

Credit Card

Name on card

Card Number

Card type

 Visa Master Card Bank Card

Expiry Date

Signature

Cash

I have made a cash payment of

Please provide the following

If paying by cheque please attach to the application all cheques made payable to "DEPOSIT ACCESS TRUST A/C"

Terms and conditions of this Application and any Deposit Bond issued as a result of this Application

The Parties to this Application

This application is made by you to Great Lakes Reinsurance (UK) PLC ("Great Lakes") through its agent Munich-American RiskPartners Australia Pty Ltd ABN 47 102 787 351 ("MARP") through its authorised agent Deposit Access Pty Ltd ABN 60 091 487 553 ("DA"). The reference to Great Lakes and DA includes the successors and assigns of Great Lakes and DA.

For the purposes of this application, references to:

- "you", "your", "I/we", "me/us" and "my/our" is a reference to the applicant referred to in the section titled "details of applicants" of this application, and if there is more than one applicant it is a reference to all of them jointly and each of them severally

The Application

I/We request Great Lakes through DA to provide me/us with a Deposit Bond for the Maximum Deposit Bond Amount requested in this application.

I/We warrant and represent that all of the information and materials provided to Great Lakes Reinsurance (UK) PLC ("Great Lakes") through its agent Munich-American RiskPartners Australia Pty Ltd ABN 47 102 787 351 ("MARP") and DA in respect of this application is 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 I/we shall immediately advise DA of the change. Great Lakes may at its option revoke any approval provided if there is any material change.

If a Deposit Bond is provided to the purchaser, I/We:

- shall, within 48 hours of purchasing a property at an auction, advise DA and provide to DA a copy of the front page of the contract of sale.
- acknowledge that the Counter Indemnity Agreement set out below will automatically be binding.
- acknowledge and agree that Great Lakes must pay out under the Deposit Bond irrespective of whether or not:
 - the vendor is entitled to terminate the contract for sale
 - the vendor is entitled to claim the deposit under the contract for sale
 - I/we have a dispute with the vendor

acknowledge and agree that Great Lakes Reinsurance (UK) PLC ("Great Lakes") through its agent Munich-American RiskPartners Australia Pty Ltd ABN 47 102 787 351 ("MARP") 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 me/us and without the need for any further authority from me/us.

Counter Indemnity Agreement

In consideration of Great Lakes Reinsurance (UK) PLC ("Great Lakes") through its agent Munich-American RiskPartners Australia Pty Ltd ABN 47 102 787 351 ("MARP") issuing the Deposit Bond to me/us, I/we:

- irrevocably indemnify Great Lakes 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 Great Lakes at any time suffers or incurs directly or indirectly under or in connection with the Deposit Bond
- agree to pay Great Lakes immediately upon demand any amount so indemnified
- agree that upon Great Lakes:
 - making a written demand under this Indemnity
 - notifying me/us in writing that it considers there has been a material adverse change in my/our financial position or that it considers I/we will not be able at any future time to perform the terms and conditions set out in this Indemnity
 - then I/we as and from the date of the written demand or notification (as the case may be) charge as security for each amount demanded or which may become due and owing under this Indemnity all of my/our present and future real and personal property (whether held solely or jointly with any other party)
- irrevocably appoint Great Lakes as my/our attorney and agent to:
 - enforce or pursue any rights I/we may have under any contract for sale to which the Deposit Bond relates, and in this regard I/we irrevocably authorise Great Lakes to commence and conduct any legal proceedings in my/our name and to settle or compromise any such legal proceedings on such terms as Great Lakes thinks fit provided that Great Lakes shall pay all legal costs associated with such proceedings
 - do anything which I/we can do as the owner of my/our real and personal property
 - sign any documents on my/our behalf of any nature to perfect the creation of the charge contemplated under this Indemnity or for the purpose of registering any such charge (as may be required)
 - and I/we hereby ratify and confirm any and all acts that Great Lakes carries out as my/our agent and/or attorney pursuant to this authority and power of attorney
- confirm that the charge over real property created in favour of Great Lakes under this Indemnity creates an equitable interest in favour of Great Lakes in any present or future real property I/we own (whether solely or jointly with any other party) and I/we irrevocably authorise Great Lakes 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.

Signing and Acknowledgments

I/We acknowledge and agree that:

Great Lakes has no obligation to provide me/us with the Deposit Bond unless Great Lakes accepts my/our application and receives the fee specified by DA in cleared funds

Great Lakes may require further information and materials to be provided in support of this application

If a Deposit Bond is issued, I/we shall 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

IMPORTANT – BEFORE YOU SIGN THIS APPLICATION

Do you fully understand that the Counter Indemnity Agreement:

- gives Great Lakes the right to recover from your company any amount paid by Great Lakes under this Deposit Bond? Yes No
- can create a charge over the real and personal property of your company? Yes No

Signed by Director 1

Signed by Director 2

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Name

Name

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Date / /

Date / /

Consent to use and disclosure of information

I/We acknowledge and agree that:

- I/we have read and familiarised myself/ourselves with your Privacy Policy
- I/we consent to the collection, storage, use and disclosure of my/our personal information (including sensitive information) for the purposes and in the manner set out in the Privacy policy

Signed by Director 1

Signed by Director 2

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Name

Name

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Date / /

Date / /