

KEY TERMS OF YOUR CHATTEL MORTGAGE AGREEMENT

About these key terms

The aim of these key terms is to help you understand the key terms of your asset finance lending arrangements with us. Please note they do not contain all of the terms and conditions of your arrangements.

Additionally, they are not a substitute for, and do not form part of, your contract with us. The terms and conditions that follow on from this page do form part of your contract.

1 Make your repayments

You need to repay the amount loaned to you together with any interest. Your contract will set out the total interest payable on the loan and the repayment amount (principal and interest) for the regular repayments you need to make.

2 Personal Property Securities registration over Goods

You agree to mortgage the Goods to us until you've repaid the loan and complied with all other obligations. We will register a Personal Property Securities registration over the Goods that are mortgaged and you need to provide us with any information and documents we need to help us register.

3 Early repayment

You can repay your loan early, but there will generally be extra costs payable. These costs could be significant. You can ask us for an estimate of these costs at any time.

4 Fees, costs and charges

You need to pay the fees, costs and other charges associated with your lending products. These are set out in your contract. You also agree to pay additional costs if certain other things occur, such as a default.

5 Balloon payments

A balloon payment is a lump sum owed at the end of your loan term after all regular repayments have been made. If you have a balloon payment at the end of your loan, section 2 of the "Terms of repayment" section of your contract will show the balloon amount. There are options for managing a balloon payment, including paying the balloon out or applying to refinance the balloon amount (subject to credit assessment). You can ask us about these options.

6 Look after the financed Goods

You need to keep the Goods insured at all times during the loan, for an amount equal to the full insurable value. You also need to keep the Goods registered (if they are able to be registered), keep them in good condition and have them serviced, and always use them in accordance with

any laws and regulations. You can't sell, hire or lease out, or otherwise dispose of the Goods during the loan without our permission.

7 If you default on your loan

If you don't pay an amount owing you will be in default. You will also be in default if certain other things occur like:

- if you become insolvent;
- if you engage in illegal activities;
- if the information you give us is materially incorrect;
- if you lose a licence you need to run your business;
- if there is a change in your legal status or capacity or composition; or
- if you lose control of the Goods or your business's assets.

We will usually give you 30 days to fix the event, but we can act immediately in certain circumstances, for example if it is reasonable for us to do so to manage a material and immediate risk. Where we do act after a default has occurred, the things we may do include requiring you to immediately repay us and taking possession of any secured property such as the Goods.

8 Changes to your terms and conditions

Sometimes we may need to change the terms and conditions of your contract with us. Generally, we will give you 30 days' notice of a change. We may give less notice in certain instances such as where the change is favourable to you. If we make a change, you can choose to cancel your loan by paying us back and satisfying any other obligations you owe us.

9 Set-off

We can set-off amounts that we owe you against amounts that you owe us. We will tell you if we do this.

10 Anti-money laundering and sanctions

We are subject to strict anti-money laundering and sanctions regulations. We need to manage our anti-money laundering and sanctions obligations and risk very carefully. This means from time to time we may need to take action including blocking payments or even cancelling your loan.

Where can you find out more?

Your contract has been provided to you and you should read it before you sign anything. Please ask your ANZ business banker or your accountant or lawyer about anything you do not understand.

CHattel Mortgage Terms and Conditions

REFERENCE: CM563

These are the Terms and Conditions by which I, the Mortgagor as my name appears on the **Chattel Mortgage**, agree to be bound **in consideration** of the Principal Sum advanced or agreed to be advanced to me by the Credit Provider. I, as beneficial owner, mortgage the Goods to the Credit Provider to hold them absolutely. If I pay to the Credit Provider all money payable under this Mortgage, and if I perform all my obligations under this Mortgage, then the Credit Provider will, at my expense, execute an appropriate reassignment of this Mortgage. I also agree with the Credit Provider as follows:

1. INTERPRETATION

1.1 In this Mortgage, the following terms have these special meanings, unless the context otherwise requires:

- 1.1.1 **"Approved Direct Payment Method"** means a payment method other than a cash payment, or a payment by cheque or money order which allows mortgage instalments to be credited direct to the Credit Provider's account by a bank or financial institution acting upon my order or request.
- 1.1.2 **"Business Day"** means any day other than a Saturday, Sunday or Australian national public holiday.
- 1.1.3 **"Chattel Mortgage"** means the 'Chattel Mortgage' that forms part of this Mortgage and which contains the Table. The Chattel Mortgage includes any annexure to the Chattel Mortgage.
- 1.1.4 **"Contract Rate"** means the rate of interest used to calculate the total amount of interest stated in the Table.
- 1.1.5 **"Credit Provider", "we"** means Australia and New Zealand Banking Group Limited ABN 11 005 357 522, and includes any person who is its successor or assignee or any person to whom it transfers any of its rights in connection with this Mortgage, including its rights to receive the payments and the Recoverable Amount, and "our" has a corresponding meaning.
- 1.1.6 **"Disbursement Date"** means the earliest date on which the Credit Provider pays any amount of the Principal Sum in connection with this Mortgage.
- 1.1.7 **"Early Payment Loss"** is a reasonable estimate of the amount of any loss (other than the costs referred to in clause 7.6) that may be suffered by the Credit Provider as a result of our funding position changing because of the whole or part of the total amount repayable or the Recoverable Amount being paid, or becoming payable, prior to the times stated in the Table, or upon any early termination of this Mortgage. Our estimate may not always reflect actual transactions we entered into when we provided the relevant loan to you because we manage our risk associated with various loans and transactions on a portfolio basis. I may obtain an estimate of the Early Payment Loss from time to time on request from the Credit Provider.
- 1.1.8 **"Esanda Finance Corporation Limited"** means Esanda Finance Corporation Limited ABN 64 004 346 043, and includes any person who is its successor or assignee or any person to whom it transfers any of its rights in connection with this Mortgage.
- 1.1.9 **"Goods"** means:
 - 1.1.9.1 the goods described in the Table;
 - 1.1.9.2 if the actual item in relation to which the Credit Provider has made or agreed to make a payment is not the same as that item, the actual item; or
 - 1.1.9.3 all goods purchased with the assistance of the loan of the Principal Sum;and includes, when supplied with or fitted to the Goods, replacement parts, accessories and attachments (including anything installed in or affixed to, the Goods for the purposes of the PPSA). It is agreed that the Credit Provider's interest in the Goods is a legal interest.
- 1.1.10 **"Goods and Services Tax (GST)"** means any tax payable on the supply of goods, services or other things and includes goods and services tax, value added tax, sales tax, consumption tax or any similar impost.
- 1.1.11 **"I", "me" and "you"** means the Mortgagor(s) named in this Mortgage and includes:
 - 1.1.11.1 if I am an individual, my personal representatives; or
 - 1.1.11.2 if I am a company, my successors.
 - 1.1.11.3 If there is more than one Mortgagor, "I", "me" and "you" mean each of them separately and every two or more of them jointly and they are jointly and severally liable to the Credit Provider.

- 1.1.12 **"Intermediary"** means any dealer who carries on a business dealing with goods of the kind that are subject to this Mortgage, financial broker, the Credit Provider representative or any other third party acceptable to the Credit Provider who has introduced me to the Credit Provider, or the Credit Provider to me.
- 1.1.13 **"Monthly Actuarial Basis"** means the method under which interest is calculated on monthly outstanding balances. Monthly outstanding balances are calculated by applying instalments first to accrued interest and then in reduction of the Principal Sum. If the amount of an instalment is less than the amount of interest accrued on the due date of the instalment, the amount of the deficiency is added to the outstanding balance of the Principal Sum.
- 1.1.14 The **"Next Calculation Date"** means, in the case of an early completion or termination, the date one month after the early completion or termination or one month after the date of the sale of the Goods, whichever is the earlier.
- 1.1.15 **"Origination Fee"** means a fee that an Intermediary may charge me, in accordance with the terms of the agreement that is between me and the Intermediary.
- 1.1.16 **"PPSA"** means the *Personal Property Securities Act 2009* (Cth).
- 1.1.17 **"Principal Sum"** is the amount stated as the Principal Sum in the Table and any other amounts that form the Principal Sum in accordance with this Mortgage.
- 1.1.18 **"Recoverable Amount"** is the total amount repayable set out in the Table and all other moneys payable under this Mortgage (including accrued default interest, any Early Payment Loss, prepayment costs and losses, and repossession, storage, maintenance and selling expenses), less:
- 1.1.18.1 all money received by the Credit Provider by way of instalments;
 - 1.1.18.2 a rebate based on the amount of interest still to pay under this Mortgage; and
 - 1.1.18.3 any money received by the Credit Provider in accordance with clause 4.
- 1.1.19 **"Security Interest"** includes any security interest under the PPSA, mortgage, pledge, lien, charge, hypothecation, trust arrangement, title retention arrangement or other security interest or encumbrance.
- 1.1.20 **"Table"** means the document that forms part of this Mortgage detailing the description of the Goods, amount payable, and any other terms or conditions that may apply to this Mortgage and also includes any annexure to the Table.
- 1.1.21 **"this Mortgage"** means the agreement constituted by these Terms and Conditions, the Chattel Mortgage and the Table.

2. ACCEPTANCE

- 2.1 The payment by the Credit Provider of any amount of the Principal Sum will constitute a binding acceptance of my offer without notice to me. The resulting agreement will be deemed to have been made on the earliest date on which the Credit Provider pays any amount of the Principal Sum (the date is the Disbursement Date).
- 2.2 I assent to the Credit Provider paying any commission, fee or other remuneration to any Intermediary who may introduce me to the Credit Provider or the Credit Provider to me. I acknowledge that any such intermediary is not the Credit Provider's agent. If my Chattel Mortgage was arranged by an Intermediary and a commission was paid to that Intermediary, the Contract Rate will include an amount for any commission, fee or other remuneration paid by the Credit Provider to that Intermediary.
- 2.3 If I make a payment to the Intermediary named in this Mortgage relating to any duty, fees, charges or instalment as required under this Mortgage and in particular clause 7, I authorise the Intermediary to accept payment and to account to the Credit Provider for the amount that I have paid.
- 2.4 Business purpose: I agree that I will use the Principal Sum loaned to me wholly or predominantly for business purposes.

3. PRINCIPAL SUM AND ITS DISBURSEMENT

- 3.1 I authorise the Credit Provider to disburse the Principal Sum by payment to respective payees as directed by me. I agree that the Credit Provider may, in its discretion (acting reasonably), deduct and retain or pay (as the case may be) from the Principal Sum, amounts reasonably incurred in satisfaction or reduction of any stamp duty, registration fees, Establishment Fee, government charges, and any reasonable amounts required to obtain title to the Goods or to protect the Credit Provider's interests as Mortgagee of the Goods.

4. PAYMENT

4.1 I agree that:

- 4.1.1 I will repay to the Credit Provider the Principal Sum and pay the total amount of interest stated in the Table by the instalments stated in the Table. The total amount of interest stated in the Table will generally be calculated based on a 30 day month and a 360 day year assuming that the instalments stated in the Table will be paid on the respective dates on which they fall due and that the whole of the Principal Sum will be advanced on the Disbursement Date. My instalments have been calculated inclusive of interest. Interest will be payable on the due date for each instalment, irrespective of whether I make my instalment payment on the due date;
- 4.1.2 if I fail to make an instalment payment or other payment on time, I will be charged additional interest on the amount due but unpaid by me calculated on a daily basis and based on the actual number of days in the month and a 365 day year, using the Contract Rate. I must pay this additional interest. Any unpaid additional interest may be added to the overdue amount and the Credit Provider will notify me if this occurs. If unpaid additional interest is added, I must pay additional interest on it as well;
- 4.1.3 all payments will be made free and clear of exchange or any State or Federal Government stamp duty or duty on receipts. The Credit Provider may, in its discretion, deduct any such duty paid or payable by the Credit Provider from the amount of any instalment. The balance, net after such deduction, will be applied initially to enforcement expenses, then to any outstanding fees or charges payable under this Mortgage, then to default interest and then to instalments as provided for in clause 4.1.1 above. Enforcement expenses will include the amount of expenses reasonably incurred by the Credit Provider in collecting any payment in arrears;
- 4.1.4 (a) subject to clause 4.1.4(b), if I owe the Credit Provider money under any other contract and I make a payment to the Credit Provider which is insufficient to satisfy the repayment requirements of each contract, unless I specify to which contracts and in which proportions the payment is to be applied, the Credit Provider may appropriate such payment to my contracts in proportions that the Credit Provider reasonably thinks fit;
(b) if I am in default under this Mortgage, the Credit Provider may apply payments received by the Credit Provider in any manner it reasonably thinks fit. This includes allocating payments between different amounts I owe the Credit Provider under different contracts or other facilities I have with the Credit Provider;
- 4.1.5 where an instalment falls due for payment on the 29th, 30th or 31st day of a month which does not contain such a date, that instalment will fall due on the last day of that month;
- 4.1.6 all money will be paid to the Credit Provider at the Credit Provider's address disclosed in the Table or any other address that the Credit Provider nominates to me. Unless paid by an Approved Direct Payment Method, each payment must be accompanied by details sufficient to identify the contract. No cheque, promissory note, negotiable instrument or bank order received by the Credit Provider will be regarded as payment until the funds have been cleared; and
- 4.1.7 if I elect to pay to the Credit Provider the total amount repayable and fulfill my other obligations to the Credit Provider before the expiration of the full period of this Mortgage, I will be entitled to a rebate of interest but I will be liable to pay the Credit Provider any Early Payment Loss and prepayment costs and losses calculated in accordance with clause 7.5 and 7.6. I may contact the Credit Provider to obtain an estimate of any costs relating to such early repayment prior to making the repayment and terminating this Mortgage.
- 4.1.8 The Credit Provider will provide me with statements of account for this Mortgage every 12 months or otherwise upon request. The Credit Provider may provide me with statements of account electronically.

Warning: If you prepay part or all of the Recoverable Amount on this Mortgage, the amount of costs or losses may be significant, particularly in the case of fixed rate facilities. If you wish to prepay part or all of the Recoverable Amount, you should discuss it with the Credit Provider first and the Credit Provider can calculate the costs or losses that you would have to pay if you made the prepayment. This will help you to decide whether you want to go ahead with the prepayment.

5. ANTI-MONEY LAUNDERING AND SANCTIONS

- 5.1 I agree that the Credit Provider may, without providing me with any notice and without incurring any liability, delay, block or refuse to process any transaction, or terminate this Mortgage, if the Credit Provider reasonably considers or suspects that the transaction or continuing to provide this Mortgage:
- 5.1.1 may break any law or regulation in Australia or any other country;

- 5.1.2 involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United Nations, the European Union or any country;
- 5.1.3 may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct; or
- 5.1.4 may be inconsistent with or prohibited by the Credit Provider's anti-money laundering and counter-terrorism financing or sanctions policies. Such policies, which can change from time to time, are designed to help the Credit Provider comply with legal obligations and to identify, mitigate and manage money laundering, terrorism financing and sanctions risks. These policies cover matters such as the Credit Provider's approach to:
 - 5.1.4.1 customer due diligence;
 - 5.1.4.2 monitoring transactions for indicators of unusual behaviour and reporting suspicious activities to appropriate authorities; and
 - 5.1.4.3 transactions that may be connected, directly or indirectly, with sanctioned parties, jurisdictions, products or sectors of economies in certain jurisdictions.

A summary of the Credit Provider's anti-money laundering and counter-terrorism financing policy and the Credit Provider's sanctions policy is available on anz.com and includes, for example, a current list of relevant jurisdictions.

- 5.2 If the Credit Provider terminates this Mortgage in accordance with this clause 5, or notifies me that it intends to terminate this Mortgage in accordance with this clause 5, because it reasonably considers or suspects any of the above apply then I must pay the Recoverable Amount to the Credit Provider within 120 days, or any shorter period the Credit Provider tells me so as to comply with anti-money laundering and counter-terrorism financing or sanctions laws or the Credit Provider's policies that govern the same.
- 5.3 I must give the Credit Provider all the information it reasonably needs to manage anti-money laundering or counter-terrorism financing and/or economic and trade sanctions risk or to comply with any law in Australia or any other country. I agree that the Credit Provider may give information about me to:
 - 5.3.1 any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere; and
 - 5.3.2 any correspondent (or agent) bank we use to make the payment for the purpose of compliance with any law or regulation.
- 5.4 Unless I have told the Credit Provider that I am a trustee or am acting on behalf of someone else, I warrant that I am acting on my own behalf in entering into this Mortgage.
- 5.5 I declare and undertake to the Credit Provider that the processing of any transaction by the Credit Provider in accordance with my instructions will not breach any law or regulation in Australia or any other country.

6. INSURANCE

- 6.1 I will insure the Goods and keep them insured at all times during this Mortgage, with a licensed insurer under an enforceable policy for an amount equal to the full insurable value of the Goods against fire, accident and theft and such other risks as the Credit Provider may require. The policy will be in my name as owner and in the Credit Provider's name as mortgagee. It will be subject to such terms, conditions and exceptions as the Credit Provider would reasonably require, as if the Credit Provider was arranging the insurance. I request that the Credit Provider pay the amount of insurance premium (if any) as set out in the Table to the insurer but agree that the Credit Provider's obligations shall be limited only to the remittance of such moneys as I have directed.
- 6.2 I will pay all insurance premiums payable and produce proof of payment to the Credit Provider when reasonably requested. I will prevent the Goods from being used, kept, located or dealt with in any manner which would permit the insurer to decline a claim, whether under any condition or exclusion contained in the insurance policy or otherwise.
- 6.3
 - (a) I agree that the Credit Provider will be entitled to receive all moneys payable to me and/or the Credit Provider by an insurer under the relevant policy or by any other person in respect of partial or total damage to or loss of the Goods.
 - (b) The Credit Provider may, at its reasonable discretion, apply some or all insurance or other moneys received by the Credit Provider in respect of this clause towards reinstating or replacing the Goods or towards satisfaction of any amount secured by the Mortgage.
 - (c) The Credit Provider must pay any surplus insurance proceeds (after applying them in accordance with clause 6.3(b)) to me.

7. FEES AND GOVERNMENT CHARGES

- 7.1 I agree to pay the Credit Provider the Establishment Fee stated in the Table by the Disbursement Date.
- 7.2 I agree to pay the Credit Provider the fees or charges that become payable by me under this Mortgage.
- 7.3 In addition to any fees or charges that are separately provided for in this Mortgage, the following fees and charges may become payable by me when charged by the Credit Provider during the term of this Mortgage:
- 7.3.1 an administration charge of \$5 per month is payable as part of each scheduled repayment until contract completion, but if you are paying the first scheduled repayment on disbursement, then the total administration charge may be higher and will be as shown in your Chattel Mortgage. If your Chattel Mortgage shows a scheduled payment frequency period longer than a month, the amount per scheduled repayment will be calculated by multiplying the number of months in the period by \$5 per month, so for example the administration charge for a yearly scheduled instalment is \$60 (12 months x \$5 per month);
 - 7.3.2 a late payment fee of \$35 will be charged if the whole or any part of an instalment has remained unpaid for seven (7) days; and
 - 7.3.3 an administration default fee of \$104 will be charged if the Credit Provider elects to instruct agents to retake possession of the Goods when exercising its powers under this Mortgage.
- 7.4 A variation fee of \$250 will be charged each time the Credit Provider agrees to a request from me to vary the terms of this Mortgage.
- 7.5 The amount of any Early Payment Loss, as calculated in accordance with clause 1.1.7 is payable whenever the whole or part of the total amount repayable or the Recoverable Amount is paid, or becomes payable, prior to the times stated in the Table, or upon any early termination of this Mortgage.
- 7.6 The following amounts are also payable whenever the total amount repayable or the Recoverable Amount is paid, or becomes payable, prior to the times stated in the Table, or upon any early termination of this Mortgage:
- 7.6.1 the Credit Provider's reasonable estimate of the unrecouped costs of establishing the loan and costs reasonably incurred or suffered as a result of the early termination or pre-payment, including administrative costs in each case; and
 - 7.6.2 the amount of commission paid by the Credit Provider to any Intermediary in connection with the loan multiplied by the number of months remaining in the term of the loan divided by the number of months in the term of the loan. I acknowledge that any such amounts paid by the Credit Provider were paid in the expectation that this Mortgage would run for the entire contracted term.
- 7.7 The Credit Provider may, at any time and from time to time, waive on conditions its rights to receive fees under clause 7. If we do not, for any reason, collect a fee or charge to which we are entitled, we have not waived our rights to collect the fee or charge for future transactions of the same nature.
- 7.8 Information on current standard fees, charges and any interest rates is available on request.

8. MORTGAGE COVENANTS

- 8.1 I covenant and agree with the Credit Provider as follows:
- 8.1.1 In the event of legal title to all or any of the Goods not having vested in me at or prior to the execution of this Mortgage, I will acquire the legal title and possession of the Goods free from all Security Interests. The legal title to the Goods will, at or after the acquisition by me, vest in the Credit Provider as Mortgagee when I use the Goods or when I make any payment to the Credit Provider, whichever occurs first.
 - 8.1.2 I must satisfy myself as to the quality, suitability, safety and fitness for purpose of the Goods.
 - 8.1.3 I will:
 - 8.1.3.1 maintain and keep the Goods in good order, condition and repair, normal wear and tear excepted. However, in the event of the Goods being damaged or in need of service, repair or refurbishment, I will have the Goods repaired and/or serviced and/or refurbished and I will ensure that no Security Interest in favour of a person who conducted the repairs or service will arise under any circumstances. I do not have nor am I deemed to have any authority to pledge the Credit Provider's credit or create a Security Interest over the Goods for any reason;
 - 8.1.3.2 notify the Credit Provider in writing promptly upon the loss of or any damage to the Goods, however caused;

- 8.1.3.3 comply with all requirements of law relating to the Goods or their possession or use. If the Goods are capable of being registered, I will register the Goods and ensure that third party Insurance relating to the Goods is paid;
 - 8.1.3.4 not conceal the Goods or refuse to disclose their whereabouts nor part with personal possession or control of the Goods without the Credit Provider's consent in writing nor alter them or any identifying number or mark;
 - 8.1.3.5 not, without the prior written consent of the Credit Provider, sell, hire, bail, lease, dispose or create or permit the creation of any Security Interest in the Goods or any of them nor attempt to do any of these things;
 - 8.1.3.6 allow the Credit Provider to fix identifying plates or marks on or to the Goods for any purpose (including advising of the Credit Provider's Security Interest in the Goods and prohibiting any dealing in the Goods) and I agree to provide the Credit Provider with access to the Goods to enable the Credit Provider to do this);
 - 8.1.3.7 not, without the prior written consent of the Credit Provider, change the usual location of the Goods;
 - 8.1.3.8 produce the Goods for inspection or test on request by the Credit Provider subject to the Credit Provider giving a reasonable period of prior written or verbal notice, unless it is reasonable not to do so in the circumstances for reasons including the management of a material and immediate risk;
 - 8.1.3.9 prior to any change of address, promptly notify the Credit Provider in writing of my proposed new address;
 - 8.1.3.10 authorise the Credit Provider, in its discretion, acting reasonably, to use my name and act for me in exercising any of the Credit Provider's or my rights or in starting, carrying on or enforcing any legal proceedings which the Credit Provider may think reasonably desirable to protect its rights in the Goods; and
 - 8.1.3.11 authorise the Credit Provider, if it reasonably thinks fit, to remedy any material default by me under this Mortgage, including any payment necessary to effect servicing repair or refurbishing of the Goods which I ought to have done under this clause.
- 8.1.4 I further agree that:
- 8.1.4.1 the Credit Provider, its servants and its agents may, as my agent, at any reasonable time, enter any premises where the Credit Provider reasonably believes the Goods or any of them may be located, to test, inspect or take possession of them, pursuant to the powers contained or implied in this Mortgage. The Credit Provider must give a reasonable period of prior written or verbal notice, unless it is reasonable not to do so in the circumstances for reasons including the management of a material and immediate risk;
 - 8.1.4.2 where any amount is payable by the Credit Provider to me under this Mortgage or in relation to the Goods, the Credit Provider may set-off partially or fully this amount in reduction of any other amount that I may owe to the Credit Provider under any contract or facility. The Credit Provider will only exercise this right if there is a default event or if the Credit Provider reasonably considers it is necessary to manage the Credit Provider's repayment risk or security risk. The Credit Provider will promptly notify me in writing if it exercises this right; and
 - 8.1.4.3 no time or other indulgence granted to me will operate as a waiver of the Credit Provider's rights (except to the extent indicated by the Credit Provider in writing) in respect of any continuous or recurring or subsequent breach by me.

9. PERSONAL PROPERTY SECURITIES ACT

- 9.1 I agree to do anything (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) that the Credit Provider, acting reasonably, asks and considers necessary for the purposes of:
- 9.1.1 providing more effective security over the Goods or the security amount, or any other personal property which the Credit Provider has a Security Interest, for payment of money owing to the Credit Provider under or in connection with this Mortgage;
 - 9.1.2 ensuring that a Security Interest created under this Mortgage is enforceable, perfected (including, where possible, by control in addition to registration) and otherwise effective;
 - 9.1.3 enabling the Credit Provider to apply for any registration, or give any notification, in connection with a Security Interest created under this Mortgage so that the Security Interest has the priority the Credit Provider requires;
 - 9.1.4 enabling the Credit Provider to exercise its rights in connection with the Goods;

- 9.1.5 binding me and any other person intended to be bound under this Mortgage;
 - 9.1.6 enabling the Credit Provider to obtain the consent to any Security Interest of any other person;
 - 9.1.7 enabling the Credit Provider to register the power of attorney in clause 12 or a similar power; or
 - 9.1.8 showing whether I am complying with this Mortgage.
- 9.2 If:
- 9.2.1 I hold any Security Interest for the purposes of the PPSA and if my failure to perfect such Security Interest would materially adversely affect my business or the Credit Provider's Security Interest over the Goods; or
 - 9.2.2 a Security Interest in my favour arises over the Goods (whether or not as a result of a breach by me under this Mortgage).
I agree to implement, maintain and comply in all material respects with, procedures for the perfection of those Security Interests. These procedures must include procedures designed to ensure that I take all reasonable steps under the PPSA to continuously perfect any such Security Interest including all steps reasonably necessary:
 - (a) for me to obtain, the highest ranking priority possible in respect of the Security Interest (such as perfecting a purchase money Security Interest or perfecting a Security Interest by control); and
 - (b) to reduce as far as possible the risk of a third party acquiring an interest free of the Credit Provider's Security Interest (such as including the serial number in a financing statement for personal property that may or must be described by a serial number).
 - 9.2.3 If the Credit Provider asks, I agree to arrange at my expense an audit of the PPSA procedures. The Credit Provider may ask me to do this if it reasonably suspects that I am not complying with this clause.
- 9.3 If a Security Interest in connection with the Goods in the form of chattel paper (as defined in the PPSA) is held by me or arises in my favour (whether or not as a result of a breach by me under this Mortgage), I grant a Security Interest in the chattel paper and its proceeds (the "chattel paper") to the Credit Provider for the purposes of securing payment of any money I owe the Credit Provider under or in connection with this Mortgage. The Security Interest created by this clause is a charge and I may not transfer, dispose of or otherwise deal with the chattel paper or allow another Security Interest to exist over it. I must deposit with the Credit Provider all original documents of title comprising the chattel paper and any other documents the Credit Provider requests relating to the chattel paper.
- 9.4 The Credit Provider may at my expense apply for any registration, or give any notification, in connection with a Security Interest created under this Mortgage, and for whatever class or classes of collateral the Credit Provider reasonably thinks fit. I consent to any registration or notification by the Credit Provider.
- 9.5 Everything I am required to do under this clause is at my expense. Where the Credit Provider incurs cost or expense in connection with anything I am required to do under this clause, I will pay or reimburse the Credit Provider for those reasonable costs or expenses in accordance with clause 17.
- 9.6 I agree to notify the Credit Provider in writing of any change in my name at least 14 days before I propose to change my name.
- 9.7 Each party agrees not to disclose information provided by any other party that is not publicly available (including the existence of or contents of this Mortgage) except:
- 9.7.1 to any person in connection with an exercise of rights or a dealing with rights or obligations under this Mortgage (including preparatory steps such as negotiating with any potential assignee of the Credit Provider's rights or other person who is considering contracting with the Credit Provider or a receiver in connection with this Mortgage);
 - 9.7.2 to each parties' officers, employees, legal and other advisers and auditors;
 - 9.7.3 to any party to this Mortgage or any related entity of any party to this Mortgage, provided the recipient agrees to act consistently with this clause 9.7;
 - 9.7.4 with the non-disclosing party's consent (not to be unreasonably withheld);
 - 9.7.5 any disclosure the disclosing party reasonably believes is required by any law or stock exchange (except this paragraph does not permit the Credit Provider to disclose any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies).
- 9.8 I agree that the Credit Provider may, where it is reasonable in the circumstances, complete and fill any blanks in this Mortgage or a document connected with it for the purposes of this clause 9 (such as Corporations Act forms, financing statements, financing change statements or transfers for the Goods).
- 9.9 I agree that to the extent that the law permits them to be excluded by agreement:

- 9.9.1 if chapter 4 of the PPSA applies, sections 142 and 143 of the PPSA are excluded and the Credit Provider need not comply with any of the following provisions of the PPSA: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4) and any other provision of the PPSA notified to me by the Credit Provider; and
- 9.9.2 neither the Credit Provider nor any receiver need give any other notice required under any provision of the PPSA (except section 135).

This clause applies despite any other clause in this Mortgage.

10. DEFAULT

- 10.1 Subject to the Banking Code of Practice, if it applies, I will be in default if:
- 10.1.1 I fail to pay any amount that is due and payable under this Mortgage within 2 Business Days of its due date;
 - 10.1.2 a representation, statement or any information I or a guarantor have given to the Credit Provider is materially incorrect or misleading (including by omission) when made or given;
 - 10.1.3 the Credit Provider believes on reasonable grounds that I or a guarantor has not complied with the law or any requirement of a statutory authority;
 - 10.1.4 I or a guarantor go into bankruptcy, administration, liquidation, receivership or any other insolvency process or arrangement;
 - 10.1.5 all or a material part of my property is repossessed or seized, or a judgement is obtained against me allowing a person to repossess or seize such property;
 - 10.1.6 I do not maintain a licence or permit that is needed to conduct or operate my business;
 - 10.1.7 I fail to maintain the insurance I am required to have under this Mortgage;
 - 10.1.8 (a) there is a change in my or a guarantor's legal status, the capacity in which I or a guarantor have entered into this Mortgage or my or a guarantor's composition (for example, a change in the partners making up a partnership) in each case without the Credit Provider's prior written consent; or
(b) if I or a guarantor are an individual, I or the guarantor die or become subject to legal incapacity;
 - 10.1.9 in the Credit Provider's reasonable opinion, the funds provided by the Credit Provider under this Mortgage are used for a purpose that was not permitted under the terms of this Mortgage or otherwise approved by the Credit Provider;
 - 10.1.10 the Goods are dealt with, or are attempted to be dealt with, in breach of this Mortgage, unless the Credit Provider has given its prior written consent to that dealing; or
 - 10.1.11 there is a material change in my direct or indirect ownership or control or that of any guarantor without the Credit Provider's prior written consent, which will not be unreasonably withheld.
- 10.2 If a default event:
- 10.2.1 set out in clause 10.1.1 occurs and the additional requirement in this clause 10.2.1 has been met, the Credit Provider may, by written notice to me, exercise its Default Rights (defined below). The additional requirement is that either:
 - 10.2.1.1 if the Credit Provider demands that I pay all or part of any money that I owe under this Mortgage, then the payment date that the Credit Provider tells me will be at least 30 days after the Credit Provider gives me the demand; or
 - 10.2.1.2 the Credit Provider will not exercise its Default Rights under clause 10.3 unless the Credit Provider first gives me 30 days' notice.

In each case the Credit Provider can give me a shorter notice period, or no notice at all, if I or a guarantor go into bankruptcy, administration, liquidation or receivership or other insolvency process or arrangement, or no longer has legal capacity, or it is reasonable for the Credit Provider to do this to manage a material and immediate risk relating to the nature of the default, my circumstances, or the value of the Goods.

If I fix the failure to pay during the period set out in the Credit Provider's demand or notice, and no other failure to pay exists at the end of the period, then the Credit Provider will not enforce the terms of its demand or it will not exercise its Default Rights for the failure to pay; or
 - 10.2.2 set out in clauses 10.1.2 to 10.1.11 occurs, and any additional requirements in this clause 10.2.2 have been met, the Credit Provider may, by written notice to me, exercise its Default Rights. The additional requirements are:

10.2.2.1 The Credit Provider may only exercise its Default Rights if the default event is by its nature material, or the Credit Provider reasonably considers the event has had, or is likely to have, a material impact on:

- (a) my ability to meet my financial obligations to the Credit Provider (or its ability to assess this);
- (b) the Credit Provider's security risk (or its ability to assess this); or
- (c) the Credit Provider's legal or reputational risk where a default event under clause 10.1.2, 10.1.3 or 10.1.9 has occurred; and

10.2.2.2 The Credit Provider has given me a notice:

- (a) setting out the default (where the Credit Provider is able to); and
- (b) if the default is able to be remedied, providing no less than 30 days' notice to remedy the default. However, the Credit Provider can give me a shorter notice period, or no notice if:
 - I or a guarantor go into bankruptcy, administration, liquidation, receivership or other insolvency process or arrangement, or no longer has legal capacity; or
 - it is reasonable for it to do this to manage a material and immediate risk relating to the nature of the default, my circumstances, or the value of the Goods.

If I fix the default during the period set out in the notice, then the Credit Provider will not exercise its Default Rights.

10.3 When it is entitled to under clause 10.2, the Credit Provider may do any of the following, each a "Default Right" and together, the "Default Rights":

- 10.3.1 notify me that the Recoverable Amount is due immediately, in which case I must pay it immediately;
- 10.3.2 notify me that the Recoverable Amount will be due immediately upon the Credit Provider making a demand for payment, in which case I must pay it to the Credit Provider immediately on demand; or
- 10.3.3 exercise the powers mentioned in clause 11 and clause 13.1.

In some cases the Credit Provider's exercise of its Default Rights may be restricted by law. In addition, where the Credit Provider exercises its Default Rights, a law or industry code (such as the Banking Code of Practice) may require a minimum notice period or a particular delivery method to be given. If they do, then the Credit Provider will use the method and give me at least the notice they require.

11. POWER OF SALE

11.1 The powers referred to in clause 10 include those set out in clauses 11.1.1 to 11.1.5 below, together with any implied or express statutory powers in favour of a mortgagee of goods. In particular, the Credit Provider's powers will include the power:

- 11.1.1 to seize and take possession of all or any part of the Goods without my prior consent;
- 11.1.2 either with or without seizing the Goods and without notice to me, to sell or dispose of part or all of the Goods, at auction or by private treaty (including disposal to or through traders dealing in goods of a like description), either in one lot or several lots at one or different times and either for cash or on terms and on any terms and conditions the Credit Provider (acting reasonably) considers necessary and appropriate;
- 11.1.3 to give valid discharges for purchase moneys and other consideration payable in respect of the disposal of the Goods. No such sale or disposal will be impeachable on the ground that the sale was not authorised or that any notice was not given. No purchaser will be obliged to see or enquire whether a sale or disposal has been authorised or that the power is otherwise properly and regularly exercised;
- 11.1.4 to execute any transfer, assignment or other instrument which the Credit Provider considers necessary to give effect to any such sale or disposal of the Goods; and
- 11.1.5 to apply money arising from any sale or disposal of the Goods toward the costs of selling or disposing of the Goods, then to the Recoverable Amount. If there is any residue, the Credit Provider will pay it to me.

12. POWER OF ATTORNEY

12.1 For valuable consideration and to secure each and every proprietary interest of the Credit Provider and the performance of each and every obligation owed to the Credit Provider under this Mortgage, I grant and give power to and appoint the Credit Provider as my true and lawful attorney (with the power from time to time to appoint and remove a substitute or substitutes) while any money remains secured or agreed to be secured under this Mortgage. Possession of this Mortgage or a duplicate hereof will be conclusive evidence of the powers granted to the Credit Provider under this

clause. The Credit Provider may, in my name or jointly in my and the Credit Provider's names, acting reasonably, do any one or more of the following acts, matters or things, namely:

- 12.1.1 do any act or execute any deed or other document relating to the exercise of any of the express or implied powers contained in this Mortgage, including to perfect the Credit Provider's title to the Goods or to further assure the Goods to the Credit Provider;
- 12.1.2 do any matter, act or thing which I should do or should have done under this Mortgage;
- 12.1.3 conduct any legal proceedings or disputes with any person claiming any interest in some or all of the Goods, or in connection with any insurance or other money which the Credit Provider is authorised to receive, including the giving of effectual receipts and releases relating to or affecting the Goods; and
- 12.1.4 apply for and obtain any data or information of any kind relating to the Goods, their registration or location from any body authority or corporation (whether the same be public or private or State or Federal) to the same extent as if I were applying for or obtaining the information personally.

13. ADDITIONAL CONDITIONS

- 13.1 The Credit Provider can exercise all other rights and powers it has under law, even if they overlap with any in this Mortgage.
- 13.2 If I am a trustee of any trust, I am liable under this Mortgage both personally and as trustee of the trust. A reference to me is a reference to me in my personal capacity and also in my capacity as trustee of each trust. I confirm that I am authorised, by the terms of the trust deed and by the beneficiaries of the trust, to borrow money and to give a Security Interest over the assets of the trust to secure any payments to the Credit Provider.
- 13.3 This Mortgage is governed by the law in force in the place where the first Mortgagor resides as at the date of this Mortgage. I agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under the law of that place, and the law of the Commonwealth of Australia, if applicable.
- 13.4 Any proceedings in respect of any cause of action arising under this Mortgage may be instituted, heard and determined in a Court of competent jurisdiction in the capital city of the State or Territory of my address shown in this Mortgage. It is agreed that such Court will possess territorial jurisdiction to hear and determine any such proceeding.
- 13.5 If there is more than one of us, then, if the Credit Provider deals with any one of us, it will be taken to have dealt with all of us.

14. USE OF COMMERCIAL CREDIT INFORMATION

- 14.1 I agree that the Credit Provider and Esanda Finance Corporation Limited may obtain from each other information about my commercial activities and commercial credit worthiness.

15. VARIATIONS AND CHANGES THE CREDIT PROVIDER CAN MAKE

15.1 Changes the Credit Provider can make to fees, interest and payments

The Credit Provider may, from time to time, without my agreement, make any of the changes to the terms and conditions applicable to this Mortgage set out in the table below. The table below also sets out how and when the Credit Provider will notify me of these changes.

Types of changes the Credit Provider can make	Method of notice	Minimum number of days' notice
Change how interest is calculated	In writing	30 days
Change the frequency with which interest is debited or credited	In writing	30 days
Introduce a new fee or charge (other than a government fee or charge)	In writing	30 days
Change an existing fee or charge (other than a government fee or charge)	In writing or by advertising in the local or national media	30 days, or less if favourable to me
Change how fees or charges are calculated, or the frequency of, or payment date for, fees or charges (other than a government fee or charge)	In writing or by advertising in the local or national media	30 days

Types of changes the Credit Provider can make	Method of notice	Minimum number of days' notice
Change the available payment methods	In writing or by advertising in the local or national media	30 days
Change how repayments are calculated, or the amount of, frequency of, or payment date for, repayments	In writing or by advertising in the local or national media	30 days, or less if favourable to me
Introduce or change a government fee or charge	In writing or by advertising in the local or national media	Day of change (unless published by a government, government agency or representative body)
Changes that are administrative or correct a mistake, inconsistency or omission	In writing	30 days

The changes in the table set out above, other than a change that is administrative or to correct a mistake, inconsistency or omission, are changes that apply to all or a class of customers for a contract like mine, or to a class of customers like me. Where a change is administrative or to correct a mistake, inconsistency or omission, that change can be made for an individual customer.

15.2 Changes the Credit Provider can make to other terms

The Credit Provider may also from time to time, without my agreement, make any of the following changes to the terms and conditions applicable to this Mortgage set out in the table below. The table below also sets out how and when the Credit Provider will notify me of these changes.

Types of changes the Credit Provider can make	Method of notice	Minimum number of days' notice
Changes reflecting the Credit Provider's business, communication or technological systems or processes.	In writing or by advertising in the local or national media.	30 days, or less if: <ul style="list-style-type: none"> • favourable to me; or • it is reasonable for the Credit Provider to manage a material and immediate risk.
Changes to comply with any law or any change in law, or any decision, recommendation, regulatory guidance or standard of any court, tribunal, ombudsman service, regulator, or any other similar body.		
Changes that, in the Credit Provider's reasonable opinion, are required to protect any person from the risk of fraudulent or illegal activity.		
Changes to add, change or remove any discounts, benefits or concessions.		
Changes to simplify the terms and conditions applicable to this Mortgage.		
Changes to reflect product changes and/or improvements or to ensure that the terms and conditions applicable to this Mortgage are consistent with our operational processes.		
Changes to discontinue or replace a product, and for this purpose the Credit Provider may change my product to a different product with similar features to the discontinued or replaced product.		
Changes that are beneficial to me.		
Changes that reflect current industry or market practice or conditions.		

The changes in the table set out above are changes that apply to all or a class of customers for a contract like mine, or to a class of customers like me.

15.3 The rights mentioned above in each of clauses 15.1 and 15.2 should be read as if they are each a separate right even though they are set out in the one table.

- 15.4 The method and minimum time periods for notices set out in clauses 15.1 and 15.2 are subject to the following:
- 15.4.1 If any applicable laws or industry codes (such as the Banking Code of Practice) require a minimum notice period or a particular delivery method, then the Credit Provider will use the method and give me at least the notice they require.
 - 15.4.2 As long as the Credit Provider is not in conflict with those laws or industry codes, the Credit Provider may also give me less notice than specified in the table if it is reasonable for the Credit Provider to manage a material and immediate risk.
 - 15.4.3 A reference to notice 'in writing' includes any of the electronic methods allowed by clause 20.2.4 below and a reference to 'by advertising in the local or national media' is notice by advertisement in a national newspaper or in two or more major metropolitan newspapers that in combination circulate generally in each State and Territory of Australia.
- 15.5 Notwithstanding any other term of this Mortgage, the Credit Provider may not make a change under clause 15.1 or 15.2 that would increase the Credit Provider's Contract Rate in respect of this Mortgage.
- 15.6 If I do not accept the changes the Credit Provider makes to the terms and conditions under this clause 15, I may terminate this Mortgage by giving written notice to the Credit Provider and paying the Credit Provider the Recoverable Amount.

Reminder: If I terminate this Mortgage under clause 15.6, I will have to pay the Credit Provider the Recoverable Amount, which may include Early Payment Loss and early termination fees payable under clauses 7.5 and 7.6. I acknowledge that I should ask the Credit Provider for an estimate of these amounts before deciding to terminate the Mortgage.

16. JOINT AND SEVERAL LIABILITY

- 16.1 If there is more than one person who is a party to this Mortgage as the Mortgagor, then each of us is liable to the Credit Provider individually under this Mortgage, as well as jointly liable with each other.

17. COSTS OR LOSSES

- 17.1 I agree to pay or reimburse the Credit Provider for all reasonable costs or losses that the Credit Provider incurs or pays:
- 17.1.1 relating to the Goods or their use;
 - 17.1.2 relating to stamp duty, duty on receipts, or any other State or Federal Government fees and charges in respect of this Mortgage or this transaction;
 - 17.1.3 when the Credit Provider seeks to protect or enforce the Credit Provider's rights in connection with this Mortgage and any Security Interest, including:
 - 17.1.3.1 costs or losses the Credit Provider incurs or pays to make good any material failure by me to comply with any obligation contained in this Mortgage;
 - 17.1.3.2 in connection with my obligations under clause 9; or
 - 17.1.4 when I breach my obligations under this Mortgage or if a default event occurs.
- 17.2 I do not need to pay or reimburse the Credit Provider under this clause to the extent that the cost or loss arises from negligence, fraud, wilful misconduct or mistake by the Credit Provider or its officers, employees, contractors or agents or any receiver appointed by the Credit Provider over the Goods mortgaged under this Mortgage.

18. PRIVACY AND CONFIDENTIALITY

- 18.1 References to ANZ in the following clauses, means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 and Esanda Finance Corporation Limited ABN 64 004 346 043.
- 18.2 Unless otherwise stated, this clause applies to individuals and non-individuals (e.g. companies).
- 18.3 I understand that ANZ will collect and use information about me during the course of my relationship with ANZ. This clause explains when and how ANZ may collect, use and disclose this information.
- 18.4 I understand that it is important that the information ANZ holds about me is up to date. I will let ANZ know when information I have provided ANZ has changed.
- 18.5 **Collection, use and disclosure of information**
- ANZ may use and disclose the information it collects about me for the following purposes:

- 18.5.1 to assist in providing information about a product or service;
- 18.5.2 to consider my request for a product or service;
- 18.5.3 to enable ANZ to provide a product or service;
- 18.5.4 to tell me about other products or services that may be of interest to me;
- 18.5.5 to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of a product or service;
- 18.5.6 to manage accounts and perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, collecting debts and market or customer satisfaction research);
- 18.5.7 to consider any concerns or complaints I raise against ANZ and/or to manage any legal action involving ANZ;
- 18.5.8 to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);
- 18.5.9 to identify me or establish my tax status under any Australian or foreign legislation, regulation or treaty or pursuant to an agreement with any tax authority; and
- 18.5.10 as required by relevant laws, regulations, codes of practice and external payment systems.

18.6 Failure to provide requested information may lead to loss of service

I understand that if I do not provide some or all of the information requested, ANZ may be unable to provide me with a product or service.

18.7 Information requirement by law etc.

I understand that ANZ may be required by relevant laws to collect certain information from me. Details of laws that require ANZ to collect information about individuals (personal information) and why these laws require ANZ to collect personal information are contained in ANZ's Privacy Policy and at anz.com/privacy.

18.8 Providing your information to others

18.8.1 I understand that ANZ may provide my information or other confidential information (including the terms of this Mortgage) to:

- 18.8.1.1 any related entity of ANZ which may use the information to: carry out ANZ's functions and activities; promote its own products and services; assess my application for one of its products or services; manage my product or service; perform administrative and operational tasks (including debt recovery); or comply with regulatory requirements and prudential standards;
- 18.8.1.2 an organisation that is in an arrangement with ANZ to jointly offer products and/or has an alliance with ANZ to share information for marketing purposes (and any of its outsourced service providers or agents), to enable them or ANZ to: provide me with products or services; and/or promote a product or service;
- 18.8.1.3 any agent, contractor or service provider ANZ engages to carry out or assist its functions and activities (for example, mailing houses or debt collection agencies);
- 18.8.1.4 an organisation that assists ANZ to identify, prevent or investigate fraud, unlawful activity or misconduct;
- 18.8.1.5 regulatory bodies, government agencies, law enforcement bodies and courts;
- 18.8.1.6 other parties ANZ is authorised or required by law to disclose information to;
- 18.8.1.7 participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
- 18.8.1.8 other credit providers;
- 18.8.1.9 insurers and reinsurers;
- 18.8.1.10 my guarantor (and intending guarantors) and any person who has provided security for my loan;
- 18.8.1.11 any person who introduces me to ANZ;
- 18.8.1.12 my referee(s);
- 18.8.1.13 my employer;
- 18.8.1.14 my joint borrower(s) or account holder(s); and

- 18.8.1.15 my authorised agents; my executor, administrator or trustee in bankruptcy; my legal representative; my attorney; or anyone acting for me in connection with my account.
- 18.8.2 I consent to the disclosure of my personal information or other confidential information to any of these persons by ANZ where the need for such disclosure arises (except that nothing in this clause permits ANZ to disclose any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies).
- 18.8.3 If I am an individual, I understand that if I do not want ANZ to tell me about products or services, I can phone 13 23 73 to withdraw my consent.
- 18.8.4 I understand that ANZ may disclose my information to recipients (including service providers and ANZ's related entities) which are (1) located outside Australia and/or (2) not established in or do not carry on business in Australia. I can find details about the location of these recipients in ANZ's Privacy Policy and at anz.com/privacy.

18.9 Credit reporting

I consent to ANZ obtaining information about my credit history and credit worthiness, including credit liabilities, repayments and defaults, from a credit reporting body (including a body that provides information on commercial activity and commercial credit worthiness) and use it to assess any application for credit, to manage your credit and for the purposes of debt collection. I agree that ANZ may also disclose my information to credit reporting bodies.

Information about credit reporting, including the name and contact details of these credit reporting bodies, when ANZ may disclose my personal information to them to include in a report about my credit worthiness, and how I can request credit reporting bodies not use my information in certain circumstances, is available at anz.com/privacy. A hard copy of this information is available by calling 13 23 73 or visiting any ANZ branch for a copy of ANZ's Privacy Policy.

18.10 ANZ's Privacy Policy

I understand that ANZ's Privacy Policy (anz.com/privacy) contains information about:

- 18.10.1 the circumstances in which ANZ may collect my personal information from other sources (including from a third party);
- 18.10.2 how I can access my personal information and seek correction of my personal information; and
- 18.10.3 how I can raise concerns that ANZ has breached the Privacy Act or an applicable code and how ANZ will deal with those matters.

18.11 Collecting sensitive information

I understand that ANZ will not collect sensitive information about me, such as information about my health, without my consent.

18.12 Personal information you provide about someone else

If I give ANZ personal information about someone else, I will show them a copy of this clause so that they may understand the manner in which their personal information may be used or disclosed by ANZ in connection with my dealings with ANZ.

19. APPLICATION OF THE BANKING CODE OF PRACTICE

- 19.1 The Banking Code of Practice means the relevant version of the industry code published from time to time by the Australian Banking Association as it applies to the Credit Provider.
- 19.2 If I am an individual or small business (as defined in the Banking Code of Practice) the Credit Provider is bound by the Banking Code of Practice when it provides its products and services to me (including in respect of any guarantor of my obligations who is an individual).
- 19.3 Where the Banking Code of Practice applies, it will prevail over this Mortgage to the extent it is inconsistent with it. (For example, if there is an inconsistency between the Banking Code of Practice and clauses 10 and 11 of this Mortgage, the Banking Code of Practice will override that clause to the extent of the inconsistency.)

20. NOTICES

- 20.1 If I wish to give the Credit Provider a notice regarding this Mortgage, I can do so in writing to the Credit Provider at its office shown in this Mortgage or at its registered office, or by electronic methods to any email address specified by the Credit Provider.
- 20.2 The Credit Provider may give me a notice or demand regarding this Mortgage:
- 20.2.1 by handing it to me;

- 20.2.2 by leaving it at my address as shown in this Mortgage or as recorded by the Credit Provider as my most recent address, in which case it will be taken to have been given and received when left;
 - 20.2.3 by posting it in a pre-paid envelope to me at that address, in which case it will be taken to have been given and received seven days after posting it;
 - 20.2.4 by sending it to me by electronic methods. Electronic methods may mean the Credit Provider sending a notice to my electronic address which includes my email address or mobile telephone number as shown on the Credit Provider's records, SecureMail in ANZ Internet Banking or ANZ Internet Banking for Business, or a notification in ANZ Mobile Banking. If sent by electronic methods it will be taken to have been received the day after it reaches the service provider or the host of my electronic address;
 - 20.2.5 where expressly permitted by this Mortgage, by press advertisement, in which case it will be taken to have been given and received on the date the press advertisement is first published; or
 - 20.2.6 in any other way that the law allows.
- 20.3 If there is more than one person who is a party to this Mortgage as the Mortgagor, any notice or demand will be given to each of us.
- 20.4 Despite anything in this clause, if the Credit Provider sends me a notice or demand relating to clauses 5, 8.1.4.1 or 10, it must do so using any of the methods in clauses 20.2.1, 20.2.2 or 20.2.3, or by electronic methods to my email address.
- 20.5 A notice or demand from the Credit Provider may be signed for the Credit Provider by a Credit Provider officer or by a lawyer acting for the Credit Provider or by any agent authorised by the Credit Provider.
- 20.6 If a law provides that the Credit Provider has to give me notice before it may do something under or for the purposes of this Mortgage, the Credit Provider will comply with the notice period required by law.

21. TRANSFER OF THE CREDIT PROVIDER'S RIGHTS

- 21.1 The Credit Provider may, without telling me or obtaining my consent:
- 21.1.1 assign any of its rights under this Mortgage to give effect to:
 - 21.1.1.1 a sale of debt (for example, to third party debt collectors);
 - 21.1.1.2 a sale of business, assets or portfolios;
 - 21.1.1.3 business restructuring; or
 - 21.1.1.4 securitisation or another finance structure; and
 - 21.1.2 give information about this Mortgage and my obligations under this Mortgage to any assignee of the Credit Provider's rights under this Mortgage, or anyone who is considering becoming an assignee.

22. COMPLAINTS AND DISPUTE RESOLUTION

If the Credit Provider makes a mistake, or its service does not meet my expectations, I should inform the Credit Provider by visiting my local branch, ringing the contact centre on 13 13 14 or following the complaints procedure on the Credit Provider's website at anz.com/your-feedback.

23. IF I MEET FINANCIAL DIFFICULTY

I understand that I should inform the Credit Provider as soon as possible if I am in financial difficulty. In such a situation, I can request that the Credit Provider try to help me overcome any financial difficulties I may have in meeting my obligations under this Mortgage. The Credit Provider may, for example, be willing to discuss or agree to a new repayment plan.

24. PROVISIONS PROHIBITED OR UNENFORCEABLE

If a provision of this Mortgage is prohibited or unenforceable, then it is only ineffective to the extent that it is prohibited or unenforceable. This does not invalidate any other provision of this Mortgage.

25. GST

- 25.1 Unless the context requires otherwise, words and phrases used in this clause 25 that have a specific meaning in the GST Law (as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) will have the same meaning in this clause.
- 25.2 Unless otherwise stated or required by the context, any amount or calculation specified in this Mortgage is specified exclusive of GST. If GST is payable, or notionally payable, on a supply made under or in connection with this Mortgage, the party otherwise providing the consideration for that supply must pay an additional amount in respect of GST payable, or notionally payable, on that supply. Subject to the prior receipt of a valid tax invoice, the additional amount in respect of GST is payable at the same time that the other consideration for the supply is provided unless ANZ agrees otherwise in writing. If a tax invoice is not received prior to the provision of that other consideration, the GST is payable within 10 days of the receipt of a tax invoice.
- 25.3 Where any indemnity, reimbursement or similar payment under this Mortgage is based on any cost, expense or other liability, it will be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.
- 25.4 If an adjustment event occurs in relation to a supply made under or in connection with this Mortgage, the GST will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.
- 25.5 The relevant provisions of this Mortgage, and any relevant statements, notifications or documents provided by ANZ in respect of them, together constitute a tax invoice, or (if there is a change in the consideration for any taxable supply) an adjustment note, issued by ANZ.