

INDEMNITY GUARANTEE

SPECIFIC CONDITIONS OF USE
ANZ BUSINESS BANKING
07.2024



KEY TERMS OF YOUR INDEMNITY GUARANTEE FACILITY

About these key terms

The aim of these key terms is to help you understand the key terms of your Indemnity Guarantee Facility. They should be read in conjunction with the "Key Terms of your Business Lending" document you will also receive. Please note these key terms do not contain all of the terms and conditions of your arrangements. Additionally, they are not a substitute for, and does not form part of, your contract with us. The Specific Conditions of Use that follow on from this page do form part of your contract.

Using your Indemnity Guarantee Facility

Your first request for a bank guarantee under the Facility must be made within six months of the date of your Letter of Offer. To request a bank guarantee under your Facility, you must complete and sign an "Indemnity and Application for Undertaking" form and give it to us. You must give us the form at least three Business Days' before the date you require us to issue the bank guarantee. If we accept your application, we will issue all bank guarantees in our standard form unless we agree otherwise.

Indemnity guarantee fees

You must pay the fees and charges related to your indemnity guarantee facility, and any guarantee issued under that facility, as set out in your contract.

How do you cancel a bank guarantee or your Indemnity Guarantee Facility?

You may cancel a bank guarantee at any time by returning the original bank guarantee to us. You may also cancel your Facility in full at any time by:

- (a) requesting that ANZ cancel the Facility in full; and
- (b) returning all original bank guarantees issued under it to us; and
- (c) completing any cancellation documents reasonably required by ANZ.

If you request that ANZ cancels a bank guarantee or your Facility, you must also pay all fees and other charges owing in relation to the relevant bank guarantee or your Facility.

What happens if a favouree makes a demand on a bank guarantee issued by ANZ?

If a named favouree makes a demand on a bank guarantee, ANZ will pay the favouree without notifying you beforehand. When this happens, the amount demanded by the favouree and all fees and other charges owing in relation to the bank guarantee become immediately due and payable by you. The details on what you must pay and how you must pay are set out in clause 9. A demand by a favouree is also a Review Event under the Finance Conditions of Use.

What happens if ANZ terminates a bank guarantee that it has issued?

When you complete an "Indemnity and Application for Undertaking" form you agree that ANZ may terminate a bank guarantee at its reasonable discretion. If ANZ chooses to do this, the amount claimable and all fees and other charges owing in relation to the bank guarantee become immediately due and payable by you. The details on what you must pay and how you must pay are set out in clause 9. ANZ may pay the named favouree an amount equal to the amount claimable from ANZ under the bank guarantee.

You must maintain an ANZ transaction account

You must hold and maintain an ANZ transaction account held in your name only (unless otherwise agreed) for the full term of your Facility. You must also ensure your account holds enough funds to cover payment of any amount due and payable by you under your Facility.

What happens at the end of your term?

If the term of your Facility expires you must immediately make reasonable arrangements to return all original outstanding bank guarantees

If the term of your Facility has ended because of an Event of Default, then the other consequences of an Event of Default will also apply. Please refer to the Finance Conditions of Use for more information.

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.

ANZ INDEMNITY GUARANTEE FACILITY SPECIFIC CONDITIONS OF USE

ANZ BUSINESS BANKING 07.2024

1 What you need to know about these terms and conditions of use

This document contains terms for your ANZ indemnity guarantee facility as described in your Letter of Offer. Indemnity guarantees are also known as bank guarantees. You should read this document with the other documents that are part of your Agreement with us.

Capitalised words and phrases in this document have special meanings. You can find their meanings in section 11 below.

2 How to contact us

See the 'Contact Details' section at the end of this document.

3 Using your indemnity guarantee facility and requesting a bank guarantee

You may use your Facility once we tell you that the relevant terms in your Letter of Offer have been met.

To request a bank guarantee under your Facility, you must complete and sign an 'Indemnity and Application for Undertaking' form and give it to us. You must give us the form at least three Business Days' before we issue the bank guarantee.

We will issue all bank guarantees in our standard form unless we agree otherwise. If you would like another form please tell us when you make the request. Please also give us the proposed form.

Your first request for a bank guarantee must be within six months of the date of your Letter of Offer.

4 You must maintain an ANZ transaction account

You must hold and maintain an ANZ transaction account held in your name only (unless otherwise agreed) for the full term of your Facility (Transaction Account). You must also deposit into your account enough funds to cover payment of any amount due and payable by you under your Facility. Examples of such amounts are:

- fees and other charges payable by you; or
- an amount equal to the amount claimable under a bank guarantee.

The Business Transaction Accounts Terms and Conditions apply to this account.

5 Indemnity guarantee fees

You must pay the fees in sections 5.1 and 5.2 in advance at the frequency (for example, quarterly) specified in your Letter of Offer.

5.1 Indemnity guarantee facility fee

The first payment of your Indemnity Guarantee Facility Fee is payable when you sign and accept your Letter of Offer. You will then pay the Indemnity Guarantee Facility Fee periodically at the frequency specified in your Letter of Offer. The periodic amount that you will pay is based on the number of payment periods in a year.

The example below shows you how we calculate this.

Example	Indemnity Guarantee Facility Fee	Payment frequency	Periodic Indemnity Guarantee Facility Fee payable
<p>Company ABC has an indemnity guarantee facility with a Facility Limit of \$60,000. The annual Indemnity Guarantee Facility Fee is \$600, being 1% per annum of the Facility Limit.</p> <p>The table sets out the fee that Company ABC must pay for each payment frequency.</p>	\$600	Annually	\$600
	\$600	Half-yearly	\$300
	\$600	Quarterly	\$150
	\$600	Monthly	\$50

5.2 Indemnity Guarantee Fee

The first payment of your Indemnity Guarantee Fee for each bank guarantee is payable when you accept the bank guarantee. You will then pay the Indemnity Guarantee Fee periodically at the frequency stated in your Letter of Offer. We will calculate the periodic amount that you must pay in the same way as the Indemnity Guarantee Facility Fee in section 5.1 above.

5.3 Changes to your Facility or bank guarantee

If changes are made to your Facility or a bank guarantee before the end of the period for which the Indemnity Guarantee Facility Fee or Indemnity Guarantee Fee has already been paid, you may be entitled to a refund of the unused portion of the relevant fee. The types of changes that might trigger a partial refund include:

Indemnity Guarantee Facility Fee	<ul style="list-style-type: none"> The Facility Limit is reduced or cancelled. The Facility becomes dormant (for example, no bank guarantees are issued under the Facility for a period of 180 days).
Indemnity Guarantee Fee	<ul style="list-style-type: none"> The bank guarantee is cancelled or called upon.

6 How do you cancel a bank guarantee or your indemnity guarantee facility?

You may cancel a bank guarantee at any time by returning the original bank guarantee to us. You may also cancel your Facility in full at any time by:

- (a) requesting that ANZ cancel the Facility in full; and
- (b) returning all original bank guarantees issued under it to us; and
- (c) completing any cancellation documents reasonably required by ANZ.

If you request that ANZ cancels a bank guarantee or your Facility, ANZ will debit your ANZ Transaction Account with all fees and other charges owing in relation to the relevant bank guarantee or your Facility (as applicable).

7 What happens if a favouree makes a demand on a bank guarantee issued by ANZ?

If a named favouree makes a demand on a bank guarantee:

- (a) the amount demanded, as well all fees and other charges owing in relation to the bank guarantee, become immediately due and payable by you; and
- (b) ANZ may pay the named favouree an amount equal to the amount demanded.

A demand made on a bank guarantee will also constitute a Review Event and the consequences of a Review Event will apply. Please refer to the Finance Conditions of Use for more information.

8 What happens if ANZ terminates a bank guarantee that it has issued?

When you complete an 'Indemnity and Application for Undertaking' form you agree that ANZ may terminate a bank guarantee at its reasonable discretion. If ANZ chooses to terminate the bank guarantee:

- (a) the amount claimable and all fees and other charges owing in relation to the bank guarantee become immediately due and payable by you; and
- (b) ANZ may pay the named favouree an amount equal to the amount claimable under the bank guarantee.

9 How do you pay the amounts demanded or claimable under a bank guarantee?

When the named favouree makes a demand on the bank guarantee or ANZ chooses to terminate the bank guarantee at its reasonable discretion, the amount demanded or claimable and all fees and other charges owing in relation to the bank guarantee become immediately due and payable by you. ANZ may debit these amounts from any secured accounts set out in your Letter of Offer. If there are insufficient funds in those secured accounts, ANZ may then debit your Transaction Account with any remaining amounts due and payable under this Facility.

10 What happens at the end of your term?

If the term of your Facility expires you must immediately make reasonable arrangements to return all original outstanding bank guarantees.

If the term of your Facility has ended because of an Event of Default, then the other consequences of an Event of Default will also apply. Please refer to the Finance Conditions of Use for more information.

11 Definitions

The words and phrases below have the following special meanings in this document.

Agreement has the meaning given in your Letter of Offer.

Customer, you or **your** means each person named as a borrower or customer for each Facility in a Letter of Offer. When more than one person is named as a borrower or customer, it means each person individually and any two or more of those people. It also includes each person's executors, administrators or permitted assigns or transferees.

Event of Default means each event in section 7.1 of the Finance Conditions of Use and any other event that you and we agree in a Finance Document (as defined in the Finance Conditions of Use) is an event of default.

Facility means the Indemnity Guarantee Facility that we make available to you under your Agreement.

Facility Limit for a Facility, means the amount specified in your Letter of Offer as the facility limit.

Finance Conditions of Use means the ANZ booklet titled 'Finance Conditions of Use'.

Letter of Offer means the letter titled 'letter of offer' between a Customer and ANZ.

Review Event means each event in section 6.1 of the Finance Conditions of Use and any other event that you and we agree in a Finance Document (as defined in the Finance Conditions of Use) is a review event.

Contact Details

ANZ may change the contact details below from time to time. If we do, we will not notify you of the change (unless required by law or industry code) but these details will be published on our website anz.com.

ANZ Business Banking

1800 351 663

8am – 6pm (AEST), Weekdays

ANZ Agribusiness Banking

Speak to your ANZ Agribusiness Manager

or call 1800 462 474

8am - 6pm (AEST), Weekdays

ANZ Internet Banking for Business

1800 269 242

+61 3 8699 6906 (International customers)

8am - 6pm (AEST), Weekdays

Lost or Stolen Cards, Suspected Unauthorised Transactions or Divulged Passwords

1800 033 844

+61 3 9683 7047 (International customers)

24 hours, 7 days a week