



**Deposit Bond Application Form
Company**

Forza Finance

A division of Forza Finance Pty Ltd (ACN 120 944 587)

customer enquiries: 1300 726 964 fax: 1300 720 515 w: www.forzafinance.com.au

Applicant 1 - Details

| | | |
|--|----------------------|--|
| Company Details | | ABN/ACN |
| <input type="text"/> | | <input type="text"/> |
| Registered Office | | |
| <input type="text"/> | | |
| Suburb | Post Code | |
| <input type="text"/> | <input type="text"/> | |
| Telephone | Fax | Email |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Names of Directors | | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Has your company ever had an external administrator appointed? | | |
| | | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Income Details | Current Year | Previous Year |
| Net Profit (after expenses) | <input type="text"/> | <input type="text"/> |
| Depreciation | <input type="text"/> | <input type="text"/> |

Applicant 2 - Details

| | | |
|--|----------------------|--|
| Company Details | | ABN/ACN |
| <input type="text"/> | | <input type="text"/> |
| Registered Office | | |
| <input type="text"/> | | |
| Suburb | Post Code | |
| <input type="text"/> | <input type="text"/> | |
| Telephone | Fax | Email |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Names of Directors | | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Has your company ever had an external administrator appointed? | | |
| | | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Income Details | Current Year | Previous Year |
| Net Profit (after expenses) | <input type="text"/> | <input type="text"/> |
| Depreciation | <input type="text"/> | <input 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 |
| Most recent Balance Sheet | <input type="checkbox"/> | (inc GST) to have the trust read by legals. |
| Name and address of accountant | <input type="text"/> | |

Subject to the standard terms and conditions of Forza Finance Pty Ltd ACN 120 944 587 as trustee for Forza Finance Trust which are available upon request or at www.forzafinance.com.au.

PLEASE FORWARD COMPLETED FORM TO FORZA FINANCE PTY LTD: FAX 1300 720 515 OR PO BOX 7320, EAST BRISBANE QLD 4169



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Companies Asset Detail

Real Estate

| | | |
|---------------------|--------------|-----------------------|
| Property 1 | | |
| Address of property | Market Value | Monthly rental income |
| | \$ | \$ |
| Property 2 | | |
| Address of property | Market Value | Monthly rental income |
| | \$ | \$ |
| Property 3 | | |
| Address of property | Market Value | Monthly rental income |
| | \$ | \$ |

Bank Accounts/Funds on deposit

| | | |
|--|-----------------------------------|-----------------|
| Name of Institution (bank, building society) | Account Type (eg cheque, savings) | Current Balance |
| | | \$ |
| | | \$ |
| | | \$ |

Other Investments (shares, life insurance, superannuation etc)

| | | |
|---------------------|-----------------|---------------|
| Name of Institution | Investment type | Current value |
| | | \$ |
| | | \$ |
| | | \$ |

Vehicles (cars, boats, caravans etc) Loan/lease hire purchase payment

| | | |
|----------------|------------|---------------|
| Make and Model | Year built | Current value |
| | | \$ |
| | | \$ |
| | | \$ |

Total Assets \$

Companies Liabilities

Mortgages (home loans, business loans, overdrafts and line of credit facilities)

| | | | |
|----------------|--------------|-----------------|-----------------|
| Name of Lender | Type of Loan | Monthly Payment | Current Balance |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |

Unsecured Loans (personal loans, car loans, credit cards, store cards)

| | | | |
|----------------|------------------------|--------------|-----------------|
| Name of Lender | Type of Card (eg VISA) | Credit Limit | Current Balance |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |

Contingent Liabilities (guarantees, other unexpired deposit bonds)

| | | |
|------------------|-----------------------------------|-----------------------------|
| Name of Provider | Type (eg deposit bond, guarantee) | Maximum Potential Liability |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |

Total Liabilities \$

Please provide the following

- Most recent mortgage statement(s)
- Most recent margin lending facility statement
- Copy of share holding statements - if applicable
- Most recent car loan or personal loan statement(s)
- Rates notices on property(ies) - if applicable

NB: You must be able to demonstrate your ability to complete the purchase

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Property Details

Vendors Name

Address of property

Suburb

State

Postcode

Property description (include lot and plan details)

Purchase Price/Maximum bid

Proposed Use of Property

Owner / occupant

Commercial

Residential Investment

Vacant land

Proposed Settlement date:

Please provide a copy of the purchase contract

Required maximum Deposit Bond

(not to exceed 10% of purchase price)

Required Duration of the Deposit Bond (months)

12 15 18 21 24 27 30 33 36 39 42 45 48

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

Y

N

If yes, name and contact details 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:

Ever applied for a deposit bond from Forza Finance 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

Bond Security

Property offered as Security

Address

Property Value

Property Mortgage

Lender

Time Property Owned

Please provide a copy of your latest Mortgage Statement.

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Authorisation to Access Consumer Credit Information

OUR PRIVACY PROMISE

We or our authorised agent will only collect personal information from you, which is relevant to your application for a deposit bond and use it for the purpose of assessing this application.

Without this personal information we may not be able to issue you with a deposit bond.

In addition we will:

- * Give you the opportunity to correct your personal information, or obtain access to it (some restrictions and costs may apply).
- * Provide our dispute resolution procedures to you in respect of any complaint you may have regarding your personal information.

Further information can be obtained by contacting our Compliance Manager by Telephone: 1300 660 156; Fax: 1300 653 610 or email to johnhambly@forzafinance.com.au.

Notice of Disclosure of your credit information to a credit reporting agency (Privacy Act 1988)

Forza, or its authorised agent, may give information about you to a credit reporting agency for the following purposes:

- * To obtain a consumer credit report about you, and/or
- * Allow the credit reporting agency to create or maintain a credit information file containing information about you.

This information is limited to:

- * Identify particulars, your name, sex, address, date of birth, name of employer, and driver's licence number
- * Your application for credit, the amount applied for
- * The fact that Forza, or its authorised agent, you have committed a serious credit infringement
- * The credit provided to you by Forza, or its authorised agent, has been paid or otherwise discharged.

I/we understand that this information maybe given before, during or after the provision of credit. QBE, or its authorised agent, has informed me that it may give certain personal information about me to a credit reporting agency.

I/we agree that Forza, or its authorised agent, may obtain information about me/us from a business which provides information about the commercial credit worthiness of persons for the purposes of assessing my/our application for consumer credit.

I/we agree that Forza, or its authorised agent, may obtain a consumer credit report containing information about me from a credit reporting agency for the purpose of assessing my/our application for consumer credit.

I/we agree that Forza, or authorised agent, may exchange information with those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- * To assess an application by me/us for credit
- * To notify other credit providers of a default by me/us
- * To exchange information with other credit providers as to the status of this loan where I am in default with other credit providers
- * To assess my/our credit worthiness

I/we understand that the information exchanged can include anything about my/our credit worthiness, my/our credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

I/we agree that Forza, or its authorised agent, may contact my employer, accountant or any other relevant party to obtain information, including confirmation of income and employment history, for the purposes of assessing and reviewing my/our application for the Deposit Bond.

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 Forza Finance Pty Ltd ACN 120 944 587 ("Forza"). The reference to Forza includes the successors and assignors of Forza.

For the purposes of this application, references to:

"you", "your", "I/we", "me/us" and "my/our" are a reference to the applicant referred to in the section titled "applicants personal details" 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 Forza 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 Forza in respect of this application are true and correct. If there is any material change in that information from the time it was provided, before the Deposit Bond is issued or subsequently after the Deposit Bond was issued, I/we shall immediately advise Forza of the change. Forza may at its option revoke any approval provided 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 Forza and provide to Forza a copy of the front page of the contract of sale;



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Terms and Conditions of this Application and any Deposit Bond issued as a result of this Application (continued)

Counter Indemnity Agreement

In consideration of Forza issuing the Deposit Bond to me/us, I/we:

- * unconditionally and irrevocably indemnify Forza 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 Forza at any time suffers or incurs directly or indirectly under or in connection with the Deposit Bond;
- * agree to pay Forza within 7 days of demand any amount so indemnified;
- * understand that if I/we do not pay any amount demanded by Forza under this indemnity when due, then interest will accrue on that amount from the date payable up until the day the outstanding amount is paid. Interest will accrue on a daily basis at the 90 day Bank Bill Swap Reference Rate (rounded to two decimal places) plus a margin of 2%.

This interest is payable on demand.

* agree that, upon Forza:

- * making a written demand under this indemnity; or
- * 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 Forza 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 Forza to commence and conduct any legal proceedings in my/our name and to settle or compromise any such legal proceedings on such terms as Forza thinks fit provided that Forza 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; and

* 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);

* ratify and confirm any and all acts that Forza carries out as my/our agent and/or attorney pursuant to the above authority and power of attorney and indemnify Forza against any loss, cost, expense or liability suffered or incurred by Forza in connection with carrying out any such acts; and

* confirm that any charge over real property created in favour of Forza under this indemnity creates an equitable interest in favour of Forza in any present or future real and personal property I/we owe (whether solely or jointly with any other party) and I/we irrevocably authorise Forza 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 or as nominated by Forza.

Signing and Acknowledgment

I/We acknowledge and agree that:

Forza has no obligation to provide me/us with the Deposit Guarantee unless Forza accepts my/our application and receives the fee specified by Forza in cleared funds; Forza may require further information and materials to be provided in support of this application; and if a Deposit Guarantee 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 Forza the right to recover from you any amount paid by Forza under this Deposit Guarantee Yes No

Can create a charge over your real and personal property Yes No

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

Signed by Director Signed by Director

Name Name

Date / / Date / /

Details Legal Representation of Applicant

Name of Person Name of Firm

Mailing Address Suburb State Postcode

Telephone Telephone Telephone

If this application is approved, Forza 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. The Deposit Bond will be forwarded upon approval to your Legal Representative.

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