

Application for an Unsecured Business Overdraft Facility

Business Structure (✓) select as appropriate Sole Proprietor Partnership Trust Company

Who should complete this application?

If the business is

A sole proprietor

A company

A partnership

A Trust

This form can be completed and signed by

The sole proprietor.

— Two directors; a director and the company secretary; or

— The sole director/company secretary, where there is only one.

The managing partner or any two partners.

The trustee. If the trustee is a company or partnership follow the guidelines above.

Sections to be completed

1, 2, 3, 4 & 5

1, 2, (3 for each director), 4 & 5

1, 2, (3 for each partner), 4

1, 2, (3 for each individual trustee), 4 & 5

Section 1 – Application Details

Amount being applied for (✓) New \$10,000 \$25,000 \$50,000 Other Amount: \$

Increase Increased amount required: \$

Account number of existing Overdraft:

Purpose of Overdraft

Section 2 – About the Business

Business Details

Full legal name ABN

Principal place of business/
business trading address

State Postcode

Registered office address

State Postcode

Postal address

State Postcode

Contact name Contact phone

Contact email

Nature of the Business

Clearly define the industry segment (primary production, manufacturing, service, etc) and provide a brief description of the principal activity of the business.

Section 2 - About the Business (cont)

Business Background

When was the business first established?

How many employees do you have?

Did you establish the business? Yes No If No, when did you acquire the business

What are the owner's background, qualifications and experience?

Does the business have a current bank account?

Yes The account number is BSB Account number
Current bank Years with current bank
 No My business does not have an existing business account

Company Details (as registered by ASIC) (if applicable)

ACN ABN

Directors (if applicable)

Provide full name of each director.

1.	5.
2.	6.
3.	7.
4.	8.

Trust Details (if applicable)

Trust Name ABN/ACN
Trustee (in full) Date of Trust
Country where trust established Date of Variations

Other Details

Accountant Name Telephone
Solicitor Name Telephone

Section 3 - Individual Details

Sole Proprietor/Director/Trustee/Partner

Applicant 1

Sole Proprietor Director Trustee Partner

Title Mr Mrs Dr Other -----

Surname			
Given Names			
Residential Address PO BOX NOT ACCEPTABLE			
Postcode	Time there	Yrs	Mths
Previous residential address (if less than 3 years at current address)			
Postcode	Time there	Yrs	Mths
Postal Address			
Postcode	Time there	Yrs	Mths
Home Telephone ()	Day or Mobile No.		
Preferred contact number			
Email Address			
Date of Birth D:D:M:M:Y:Y:Y	Drivers Licence No.		
No. of financial dependants	Age of financial dependants		

Relationship: Single Joint Joint with Non-Applicant Joint with Applicant No.

Applicant 2

Director Trustee Partner

Title Mr Mrs Dr Other -----

Surname			
Given Names			
Residential Address PO BOX NOT ACCEPTABLE			
Postcode	Time there	Yrs	Mths
Previous residential address (if less than 3 years at current address)			
Postcode	Time there	Yrs	Mths
Postal Address			
Postcode	Time there	Yrs	Mths
Home Telephone ()	Day or Mobile No.		
Preferred contact number			
Email Address			
Date of Birth D:D:M:M:Y:Y:Y	Drivers Licence No.		
No. of financial dependants	Age of financial dependants		

Relationship: Single Joint Joint with Non-Applicant Joint with Applicant No.

Current Residential Status

Own Under Mortgage Renting/Boarding Living with Parents Other _____

Current Residential Status

Own Under Mortgage Renting/Boarding Living with Parents Other _____

Employment Details

(Income confirmation details have been provided on supporting documentation)

Current Occupation	Time there	Yrs	Mths
Annual Taxable Salary \$			
Other Income \$			
Employer Trading Name			
Employer Address			
Postcode	Telephone		

If you have been less than 3 years with this employer please give details of your previous employer. (3 years history required)

Previous Occupation	Time there	Yrs	Mths
Employer Company Name (Company Name if Self Employed)			
Employer Company Name (Company Name if Self Employed)			

Employment Details

(Income confirmation details have been provided on supporting documentation)

Current Occupation	Time there	Yrs	Mths
Annual Taxable Salary \$			
Other Income \$			
Employer Trading Name			
Employer Address			
Postcode	Telephone		

If you have been less than 3 years with this employer please give details of your previous employer. (3 years history required)

Previous Occupation	Time there	Yrs	Mths
Employer Company Name (Company Name if Self Employed)			
Employer Company Name (Company Name if Self Employed)			

Banking Details

Do you have any Suncorp Bank personal accounts?

Yes, my account number is
 No

Do you have any personal bank accounts at another bank?

Yes, my current bank is
 Years with current bank
 No

Banking Details

Do you have any Suncorp Bank personal accounts?

Yes, my account number is
 No

Do you have any personal bank accounts at another bank?

Yes my current bank is
 Years with current bank
 No

If there are more than two proprietors, directors, trustees or partners, please photocopy and complete this page.

Section 4 - Business Financial Information

Balance Sheet Summary (existing)

Date of Financials

Assets		Liabilities	
Cash	<input type="text" value="\$"/>	Overdraft/Line of Credit	<input type="text" value="\$"/>
Inventory	<input type="text" value="\$"/>	Long Term Liabilities	<input type="text" value="\$"/>
Debtors	<input type="text" value="\$"/>	Creditors	<input type="text" value="\$"/>
Fixed Assets	<input type="text" value="\$"/>	Tax Owing	<input type="text" value="\$"/>
Real Estate	<input type="text" value="\$"/>	Directors Loans	<input type="text" value="\$"/>
Other Assets	<input type="text" value="\$"/>	New Liabilities	<input type="text" value="\$"/>
Total Assets	<input type="text" value="\$"/>	Other Liabilities	<input type="text" value="\$"/>
Equity	<input type="text" value="\$"/>	Total Liabilities	<input type="text" value="\$"/>

Income & Expense Summary (existing)

Total Business Income	<input type="text" value="\$"/>
Business Expenses	<input type="text" value="\$"/>
Net Profit Before Tax	<input type="text" value="\$"/>
Add Back	
Interest	<input type="text" value="\$"/>
Depreciation/Amortisation	<input type="text" value="\$"/>
EBITDA*	<input type="text" value="\$"/>

*EBITDA - Earnings before interest, taxes, depreciation, and amortisation (net profit plus add backs).

New or Proposed Business Income & Expenses

New business income		
Income type & source	<input type="text"/>	<input type="text" value="\$"/>
Income type & source	<input type="text"/>	<input type="text" value="\$"/>
	Total business income	<input type="text" value="\$"/>
New business expenses (excluding additional Suncorp borrowing costs)		
Expense type	<input type="text"/>	<input type="text" value="\$"/>
Expense type	<input type="text"/>	<input type="text" value="\$"/>
	Total business expenses	<input type="text" value="\$"/>
Total New or Proposed Income (net)		<input type="text" value="\$"/>

Privacy Statement

Privacy is Important...

...especially when you consider the number of ways we communicate and interact these days. That's why we've put together this statement. It explains how we collect, hold, use and disclose your personal information and who we share it with.

And because it's guided by privacy laws, you can be sure it takes your rights seriously.

Above all, this statement is your assurance that we never take your privacy for granted and always take the utmost care in protecting your personal information.

Suncorp-Metway Ltd ABN 66 010 831 722 and SME Management Pty Ltd ABN 21 084 490 166 and Suncorp Metway Advances Corporation ABN 89 100 845 127 ('we' or 'us') are members of the Suncorp Group, which we'll refer to simply as "the Group".

Why do we collect personal information?

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable. We collect personal information so that we can:

- identify you and conduct appropriate checks;
- understand your requirements and provide you with a product or service;
- set up, administer and manage our products and services;
- gather and aggregate information for statistical, prudential, actuarial, reporting and research purposes;
- perform tasks in connection with purchasing or funding products provided to borrowers;
- manage, train and develop our employees and representatives;
- manage complaints and disputes, and report to dispute resolution bodies; and
- get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you.

What happens if we can't collect your personal information?

If we can't collect your personal information from you (or from other people or organisations in some cases) we may not be able to provide you with any, some, or all of the features of our products or services.

How we handle your personal information

We collect your personal information directly from you and, in some cases, from other people or organisations.

We also provide your personal information to other related companies in the Group, and they may disclose or use your personal information for the purposes described in 'Why do we collect personal information?' in relation to products and services they may provide to you.

We will use and disclose your personal information for the purposes we collected it as well as for related purposes, where you would reasonably expect us to. We may disclose your personal information to and/or collect your personal information from:

- other companies within the Group;
- any of our Group joint ventures where authorised or required;
- customer, product, business or strategic research and development organisations;
- data warehouse, strategic learning organisations, data partners, analytic consultants;
- social media and other virtual communities and networks where people create, share or exchange information;
- publicly available sources of information;
- clubs, associations, member loyalty or rewards programs and other industry relevant organisations;
- a third party that we've contracted to provide financial services, financial products or administrative services – for example: information technology providers, administration or business management services, consultancy firms, auditors and business management consultants, marketing agencies and other marketing management providers, service providers, and print/mail/digital service/imaging/document;

- your or our advisers, agents, representatives or consultants;
- government, statutory or regulatory bodies and enforcement bodies;
- the Financial Ombudsman Service or any other external dispute resolution body;
- credit reporting bodies;
- other credit providers, including for reference and collection purposes;
- any insurer relating to your facility including lending mortgage insurers and consumer credit insurers;
- investors, advisers, trustees, trust managers or any other organisation that performs tasks in connection with purchasing, funding or managing products provided to you;
- any organisation that assists us to gather or aggregate information for statistical, prudential, actuarial, reporting or research purposes;
- debt collection agencies, your guarantors, organisations involved in valuing, surveying or registering a security property, or which otherwise have an interest in such property, purchasers of debt portfolios;
- manufacturers for plastic card production (e.g. debit cards); and
- any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them, e.g. your mother.

We'll use a variety of methods to collect your personal information from, and disclose your personal information to, these persons and organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

We may also collect or disclose personal information about you from or to any entity where that collection or disclosure is required or authorised by law. For example, under the following Australian laws we may be authorised or required to collect your personal information: Anti-Money Laundering and Counter-Terrorism Financing Act; Income Tax Assessment Acts, Tax Administration Act and A New Tax System (Goods and Services Tax) Act; National Consumer Credit Protection Act; Personal Properties Securities Act, and any regulations made under those Acts.

Disclosure of credit information to credit reporting bodies

We may disclose your credit information to credit reporting bodies where the Privacy Act permits us to do so. For example, we may disclose your repayment history information which includes whether you have made payments when due or if you have failed to meet your repayment obligations in relation to consumer credit provided by us, and information on whether in our opinion you have committed a serious credit infringement.

For more information on credit information and how we collect, hold and disclose such information, please refer to the Suncorp Credit Reporting Policy.

Credit reporting bodies may include information provided by us in reports provided to other credit providers to assist them to assess your credit worthiness.

We may disclose credit information to the following credit reporting bodies. Their contact details as at the date of publication of this policy are:

Equifax PO Box 964 North Sydney NSW 2059 Ph: 13 83 32 www.equifax.com.au	Experian PO Box 1969 North Sydney NSW 2060 Ph: 1300 784 134 www.experian.com.au
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The list of credit reporting bodies we usually disclose credit information to or their contact details may change from time to time. To obtain a current list of credit reporting bodies we usually disclose credit information to, including their current contact details, please go to www.suncorp.com.au/privacy or call 13 11 55 to obtain a hard copy of the list.

Privacy Statement, Authorities and Declarations (cont)

You may obtain a copy of each credit reporting body's policy about their management of credit reporting information. To do so, please contact them or visit their website.

Opting out of direct marketing pre-screenings

A credit reporting body may use your credit reporting information to assist a credit provider to exclude you from direct marketing by that credit provider, on the basis that you may be an adverse credit risk.

This process is known as a "pre-screening". If you do not want a credit reporting body to use your information for the purpose of pre-screening, you have the right under the Privacy Act to contact them and request (at no cost to you) that they do not use your information for pre-screening purposes.

If you are a victim of fraud (including identity fraud)

Under the Privacy Act you can make a request that a credit reporting body (at no cost to you) that they do not use or disclose credit reporting information they hold about you in circumstances where you reasonably believe that you have been or are likely to be a victim of fraud, including identity fraud. The period while this applies is called a "ban period".

The credit reporting body will explain to you in more detail the effect and duration of a ban period when you contact them to make a request.

Overseas Disclosure

Sometimes, we need to provide your personal information to – or get personal information about you from – persons located overseas, for the same purposes as in 'Why do we collect personal information?'

The list of countries Suncorp usually discloses personal information to is in our Suncorp Group Privacy Policy.

Please go to www.suncorp.com.au/privacy to see our Suncorp Group Privacy Policy or call 13 11 55 to obtain a list of countries Suncorp usually discloses personal information to.

From time to time, we may need to disclose your personal information to, and collect your personal information from, other countries not on this list. Nevertheless, we will always disclose and collect your personal information in accordance with privacy laws.

Your personal information and our marketing practices

Every now and then, we and any related companies that use the Suncorp brand might let you know – including via mail, SMS, email, telephone or online – about news, special offers, products and services that you might be interested in. We will engage in marketing unless you tell us otherwise. You can contact us to update your marketing preferences at any time.

In order to carry out our direct marketing we collect your personal information from and disclose it to others that provide us with specialised data matching, trending or analytical services, as well as general marketing services. We may use online targeted marketing, data and audience matching and market segmentation to improve advertising relevance to you.

We may also collect your personal information for marketing through competitions and by purchasing contact lists.

We, and other people who provide us with services, may combine the personal information collected from you or others, with the information we, or companies in our Group, or our service providers already hold about you.

Changes and getting a copy of the Policies

You can obtain a copy of the Suncorp Group Privacy Policy and Suncorp Credit Reporting Policy. Please use the contact details in Contact Us if you wish to do so.

We encourage you to review and check our websites regularly for any updates to our Policies. By continuing to deal with us, you accept our Policies as they apply from time to time.

How to access and correct your personal information or make a complaint

You have the right to access and seek correction of your personal information (including credit information and credit eligibility information) held by us and you can find information about how to do this in the Suncorp Group Privacy Policy and Suncorp Credit Reporting Policy.

These policies also include information about how you can complain if you believe we have not complied with the Privacy Act (including the credit reporting provisions in Part IIIA and the Credit Reporting Code) and how we'll deal with such a complaint.

Contact us

For more information about our privacy practices including overseas disclosure or to tell us about your marketing preferences you can visit: www.suncorp.com.au/privacy.

Alternatively, you can get in touch directly by contacting us on:

Phone: 13 11 55

Email: privacyaccessrequests@suncorp.com.au

Mail: Suncorp Bank GPO Box 1453, Brisbane Qld 4001

or by visiting a Suncorp Bank Branch

Authority to Obtain and Disclose Credit Related Information

References to 'SUNCORP', 'we' or 'us' in this Authority shall be a reference to Suncorp-Metway Ltd ABN 66 010 831 722 and SME Management Pty Ltd ABN 21 084 490 166 (in relation to other lending arrangements). I/We understand that by signing this application, consent is given to Suncorp to:

- Obtain from a credit reporting body credit reporting information for the purposes of:
 - i. assessing an application for consumer credit or commercial credit made by me;
 - ii. collecting any payments that are overdue on any consumer credit or commercial credit Suncorp provides or has provided to me;
 - iii. assessing whether to accept me as a guarantor in relation to credit provided by Suncorp to another person or applied for by another person;
 - iv. assisting me to avoid defaulting on my obligations in relation to consumer credit provided to me by Suncorp.
- Disclose to and obtain from any credit provider(s) named in this application and credit provider(s) that may be named in credit reporting information obtained from a credit reporting body, information about my credit arrangements (including credit eligibility information) for the purposes of assessing an application for credit, to assist me to avoid defaulting on my credit obligations or in relation to any default by me on my credit obligations;
- Give to any guarantor or security provider, or any person considering whether to offer to act as guarantor or security provider, in relation to credit provided to me, or applied for by me, from Suncorp, information about me including, but not limited to:
 - i. any credit contract, offer of credit or security contract I/we have or had with Suncorp;
 - ii. application information including any financial statements or statements of financial position given to Suncorp within the last 2 years;
 - iii. any credit reporting information obtained from a credit reporting agency;
 - iv. a copy of any related credit insurance contract;
 - v. any default notices, demands, statements of account or dishonour notices on this or any facility I/we have or had with Suncorp;
 - vi. any credit eligibility information Suncorp holds about me; and
 - vii. any other information Suncorp have that they may reasonably request.
- Confirm my employment details from my employer, accountant or tax agent named in this application.
- Confirm my income received from any investment property of mine from any nominated real estate agent.
- Otherwise collect, hold, use and disclose my credit information and credit eligibility information as set out in the Suncorp Credit Reporting Policy and/or as otherwise permitted by law.

Please make sure that you have read the Privacy Statement and preceding authorities on this form.

Customer Authority (to be completed, signed and dated by each applicant)

By signing below, I/we agree to:

- Suncorp Bank collecting, using and disclosing my/our personal information, including health and sensitive information if applicable, in accordance with the Privacy Statement, Authority to Obtain and Disclose Credit Related Information, Suncorp Group Privacy Policy and the Suncorp Credit Reporting Policy. This includes any Beneficial Owner(s) who I/we have identified;
- Suncorp Bank transmitting my/our personal information by electronic means as well as contacting me by SMS Messaging and/or email regarding my loan application where I have included my mobile telephone number and or email address as part of this loan application. I accept that there is a risk that information and documents may come into the possession of another person not entitled to receive it and acknowledge that while Suncorp Bank will take all reasonable steps to protect my privacy it accepts no liability for breach of confidentiality or damages for loss I might suffer provided Suncorp Bank can show it communicated to me at the electronic address or number provided by me; and
- By providing an email address, I request and authorise Suncorp Bank to send all notices and documents relating to my application and the establishment of the loan by email. I acknowledge that other notices, including statements, may be posted to the mailing address held on the bank's records. I understand that I can change this authorisation at any time by notice to Suncorp Bank.

Applicant 1

Name

Address Postcode

Signature Applicant 1 Date

Applicant 2

Name

Address Postcode

Date

Applicant 3

Name

Address Postcode

Date

Applicant 4

Name

Address Postcode

Date

Bankruptcy/Insolvency Declaration

Have you ever been or are you currently bankrupt or insolvent or is bankruptcy pending against you, or have you ever assigned your estate or entered into any compromise for the benefit of creditors? Yes No

– Is there an unsatisfied judgment entered, or a judgment likely to be entered, in any court against you, or any company of which you are, or were, a shareholder or officer? Yes No

If you have answered 'Yes' to any of the above, please give details:

Declaration and Acknowledgement

To: Suncorp

I/we the undersigned hereby warrant and represent to the Bank that:

- Where the Applicant is a Trust or a Company, I/we declare that the Applicant is authorised to enter into the proposed financial obligation and I/we are authorised to make this Declaration on the Applicant's behalf. This Declaration is binding on us in our own capacity as well as our capacity as Trustee and/or Company Director;
- I/we/the Applicant are fully aware of my/our/the Applicant's financial and legal obligations under the proposed loans with the Bank;
- The information provided in this Declaration and the application for finance (whether or not as Director or Trustee or in our own capacity) is true and correct in every material respect and I/we have disclosed to the Bank full details of my/our/the Applicant's current financial position including current income and expenditure;
- I/we are satisfied that this additional financial commitment to the Bank will not adversely impact on my/our/the Applicant's ability to meet all of my/our/the Applicant's existing and proposed financial obligations (including living expenses where relevant) as and when they fall due;
- I/we/the Applicant confirm that I/we/the Applicant can afford repayments resulting from this loan without incurring financial hardship;
- I/we acknowledge that Suncorp reserves the right (acting reasonably) to obtain further financial and/or other documentation from me/us/the Applicant at any time before or after a loan has been approved by Suncorp;
- I/we acknowledge that Suncorp is relying on this statement in considering whether or not to approve my/our/the Applicant's Loan Application; and
- I/we declare that the details contained within this Assets & Liability/Expenses page are true and correct.

I/we (the person/s and entity(s)) named in pages 1, 2 or 3 is an applicant for the overdraft and acknowledges:

- I/we are liable for any amounts incurred by any authorised person/s on our Business Everyday Account, to which, the Unsecured Business Overdraft limit will be applied; and
- I/we are responsible for all transactions made by any authorised person/s as if I/we made them my/our self.

I/we agree:

- that I/we authorise Suncorp to make any enquiries it considers necessary to verify the information provided in this application and in support of this application including with your accountant or solicitor;
- the credit to be provided to me/us by the Bank, if this application is approved, is to be wholly or predominantly for business purposes;
- To be bound by the Terms and Conditions of the Unsecured Business Overdraft as set out in this application and the Terms and Conditions for Suncorp Bank Accounts booklet. Note: If you do not wish to accept the offer upon receipt of the loan confirmation, you will need to notify us straight away by calling us on 13 11 55;
- to tell Suncorp in writing if I/we want to cancel the overdraft; and
- that I/we are responsible for all transactions made on the account until the removal of the overdraft is confirmed by Suncorp.

I/we acknowledge:

- where I/we have provided information about another individual (e.g. any Owner / Director / Trustee), the individual has been made aware of that fact and the contents of the Privacy Consent and Privacy Statement.

Applicant/Director/Trustee/Partner - Signature 1

Signature

Name

Date

Applicant/Director/Trustee/Partner - Signature 3

Name

Date

Applicant/Director/Trustee/Partner - Signature 2

Signature

Name

Date

Applicant/Director/Trustee/Partner - Signature 4

Name

Date

Terms and Conditions – Unsecured Business Overdraft

This application does not constitute a binding Agreement until such time as a Letter of Confirmation has been issued to you.

Fees and Charges

An Overdraft Service Fee is payable each Quarter in advance by automatic debit to the Overdraft Account on which the Overdraft is established. The first quarter shall commence on the date the Overdraft is established.

Details of the other fees are set out in the Business Lending Fees and Charges guide which is attached.

Calculation of Interest

You must pay to us interest calculated by applying the Daily Percentage Rate to the Unpaid Daily Balance of the Overdraft. Interest accrues daily at the Daily Percentage Rate and shall be debited to your Overdraft Account in arrears, on the Interest Cycle Date.

If your Overdraft Account is to be closed, or if you are in default and we issue a notice in respect thereof, accrued interest will be debited to your Overdraft Account.

Whenever interest is debited, the amount so debited does not include interest for the day of debiting.

Changes to this Contract

We may change the manner in which interest is calculated or applied under the Agreement, but will only do so in order to protect our Legitimate Interests, and only to the extent reasonably required to do this. You will be notified in writing of any such change at least 30 days before the change takes effect.

Changes affecting Interest

The Annual Percentage Rate and the Default Rate can be changed by us at any time before or after you access the Overdraft, but only where it is necessary for us to protect our Legitimate Interests, and only to the extent reasonably required to do this. Details of the current Annual Percentage Rate and Default Rate applying to this Overdraft can be obtained from us by phoning 13 11 55.

You will be notified of any change in the Annual Percentage Rate or Default Rate by either:

- a. advertising in national or local media no later than one calendar day prior to the change taking effect and by writing on your next statement after the change takes effect; or
- b. in writing not later than the day on which the change to the Annual Percentage Rate takes effect.

If you do not approve of a change we make to the Agreement, you may terminate the Agreement by repaying it. Fees set out in the Business Lending Fees and Charges guide may reasonably apply if you terminate the Agreement.

Repayment

The Outstanding Balance is repayable on demand. You are not required to make repayments unless you exceed your Overdraft Limit or a demand is made by us.

You may repay all or any part of the Overdraft at any time.

You must repay all or any part of the Overdraft to us, immediately upon a demand being made by us.

Overdrawing

- a. You must not exceed your Overdraft Limit without prior written approval from us.
- b. If you do exceed your Overdraft Limit without prior written approval from us, the amount over the Overdraft Limit is payable immediately.
- c. A Payment Honour Fee (as defined in the Business Lending Fees and Charges Booklet) is payable each day one or more transactions initiated by you are debited to your Overdraft Account and result in your Overdraft Limit being exceeded.

GST and Setoff

You agree, notwithstanding any other provision in the Agreement, to the fullest extent permitted by law:

- a. to indemnify us against:
 - i. liability to pay or reimburse GST payable in respect of our or a

Receiver's exercise of rights, Powers or remedies pursuant to the Overdraft (regardless if this is imposed by law relating to GST, by virtue of any indemnity or contractual obligation, or in any other manner); and

- ii. any loss which we incur because of the imposition of GST on any other Supply pursuant to the Agreement or a Security (including any Supply to you),
- b. in case of any Taxable Supply:
 - i. that any amount payable by you will be increased by an amount equal to the GST payable on the Supply ("Applicable GST"); and
 - ii. the Applicable GST shall be added to the amount payable under the provisions of the Agreement so it forms an additional part of the amount payable for the Supply.
 - c. if you are required to reimburse us for any amount we have paid to a third party, that amount will be reduced by the tax credits available to us before increasing that amount for any applicable GST;
 - d. that any amount payable by you will take into account all monies the we are by law required to credit back to you;
 - e. you agree not to deduct anything from any moneys payable under the Agreement. This means that you cannot deduct anything that you claim we owe or could in the future owe you;
 - f. that your account with us may only be credited with the net amount of any sum received by us after reduction by any GST payable by us or others in accordance with this clause;
 - g. should there be a dispute between you and us as to any amounts payable under this clause then we may, acting reasonably, appoint another person in good faith as an expert to assess the correct amount;
 - h. should we be part of a GST group, you agree that this clause will apply as if GST applied to us and we were entitled to any tax credits.

Events of Default

If you are in any financial difficulty you should advise us, promptly. If any one of the events listed below occurs it is an Event of Default under this Agreement:

- a. failure by you to pay or repay the Overdraft in accordance with the terms and conditions of the Agreement; or
- b. the Unpaid Daily Balance exceeds your Overdraft Limit, without our prior approval; or
- c. failure by you to comply with any of the terms and conditions of the Agreement that affect our Legitimate Interests; or
- d. you have provided incorrect, misleading or untrue information material to our decision to offer to you the Overdraft; or
- e. You become Insolvent.

Powers of the Bank on Default

If:

- a. there is an Event of Default; as described in clause (a) above; or
- b. if you are a Large Business Customer, there is an Event of Default under clauses (b) - (e) above; or
- c. if you are not a Large Business Customer, there is an Event of Default under clause (b)-(e) above and the event by its nature is material, or we reasonably consider that the event had had, or is likely to have, a materially adverse impact on our Legitimate Interests, and the default is not remedied (if capable of remedy) within 30 days of notice of the Event of Default, then, at our discretion, the Overdraft shall become payable immediately.

You will be notified in writing if we require the Overdraft to be repaid immediately.

We will not be required to provide the notice referred to above (and may take action immediately under this clause) if the Event of Default is not capable of remedy or:

- d. we reasonably believe that we were induced by your fraud to enter into the agreement;

Terms and Conditions – Unsecured Business Overdraft (cont)

- e. we have made reasonable attempts to locate you but without success; or
- f. a court authorises us to begin enforcement action.

In addition, acting reasonably, we may exercise any other Powers conferred on it by the law of the Agreement.

Calculation of Amounts Payable on Default

If any event of default occurs which results in the Overdraft becoming payable immediately, we reserve the right to charge either an Arrears Administration Fee or interest at the Default Rate.

The Default Rate is charged on the amount in default for the period the default continues. Default Interest shall accrue daily and shall be debited monthly in arrears on the Interest Cycle Date of each month in which that default charge has accrued.

Where the Overdraft is repaid, any accrued interest, including interest at the Default Rate, may be debited on the day the Overdraft is repaid.

Enforcement Expenses

Enforcement expenses may become payable under this Agreement, if an Event of Default occurs. Any reasonable enforcement expense which we reasonably incur or expend in enforcing the Agreement, including all legal costs, will be debited to the Overdraft Account after the day on which the enforcement expense is incurred. You will be notified in writing of any enforcement expense on the next statement, after the enforcement expense is incurred and you agree to pay those reasonable enforcement expenses immediately on the date of debiting to the Overdraft Account.

Adjustments

You agree that your Account may be adjusted by us from time to time and that we may debit your Overdraft Account for any fees and charges referred to in this Agreement.

Definitions in this Application

The following words have the special meanings set out in this section:

Account means any account with us in your name either alone or with any other Person or in the names of two or more of you.

Agreement means an agreement formed upon the terms of this Application, the Terms and Conditions for Suncorp Accounts, Business Lending Fees & Charges Guide and any amendments to these documents and each and every contract in writing now and in the future in relation to the Outstanding Balance.

Annual Percentage Rate is our Small Business Unsecured Overdraft Rate.

Arrears Administration Fee means the fee set out in the Business Lending Fees & Charges guide which covers the administration costs as a result of a default in payment, but does not include enforcement or recovery costs or expenses.

Business Day means a day other than Saturday, Sunday, or a public holiday that we are open for business in Brisbane.

Corporation means a company or corporation and includes a "corporation" as defined in the Corporations Act.

Corporations Act means the *Corporations Act 2001*.

Daily Percentage Rate means the Annual Percentage Rate divided by 365.

Default Rate is the Annual Percentage Rate from time to time plus 2% per annum.

End of Day means the time each day after all transactions for that day have been posted to the Overdraft Account but before interest is calculated and accrued.

Event of Default means any one of the events referred to in this application under the heading "Events of Default".

Government Fees and Charges means all amounts charged by governments in connection with the Overdraft and the Overdraft Account, including but not limited to, stamp duty, registration fees,

Banking Code of Practice

If applicable, the relevant provisions of the Banking Code of Practice will apply to this Agreement.

General descriptive information about account opening procedures, our obligations regarding the confidentiality of your information, complaint handling procedures, bank cheques and information on current rates and fees and charges is available on request from any branch or office of ours.

You are advised to read the Terms and Conditions applying to this Overdraft as set out in this document.

Governing Law

This Agreement is governed by the laws of Queensland.

Notices

You must notify us in writing within 7 days of any change in your address.

Any notice or other document may be given by us by:

- a. emailing it to the address provided by you to us for the purposes of providing notices;
- b. sending it to the last known address of the nominated person; or
- c. where there is no nominated Person, by sending it to your last known address and any such notice or document shall be taken to have been received on the date it would have been delivered in the ordinary course of post.

financial institutions duty and bank account debits tax.

GST means any tax commonly known as the Goods and Services Tax.

Insolvent means a reference to insolvency which includes liquidation, appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or a similar procedure or, where applicable, changes in the constitution of any Person.

Interest Cycle Date means the last day of each month.

Large Business Customer means a Person we have notified is a "Large Business Customer". We may provide this notification if one or both of the following is applicable to the Person at the time of obtaining the Overdraft:

- a. not meeting the definition of a "Small Business" under the Banking Code of Practice; and
- b. not meeting the definition of a "Small Business" under the *Australian Securities and Investments Commission Act 2001*.

Legitimate Interests means:

- a. our legitimate funding (including securitisation), business risk management, prudential or security requirements, and/or:
- b. any other requirements that are reasonably necessary to protect us against a material risk that:
 - i. a monetary default will occur;
 - ii. we are unable to enforce our rights against you; or
 - iii. our financial detriment.

Legislation means:

- a. the law; and
- b. any act, statute, by-law, regulation or ordinance.

Letter of Confirmation means a letter addressed to you from us advising that your application for an Unsecured Business Overdraft has been approved.

Outstanding Balance means the overdraft plus any other monies owing including interest, fees and charges, and any other monies which become due, owing and/or payable to us under the terms of this application.

Overdraft means the Overdraft Account pursuant to this application.

Overdraft Account means the account established by us for the Overdraft in your name and identified by the account number specified in the application.

Overdraft Limit means the maximum amount of credit available to you as specified in this application.

Person includes an individual, a Corporation, a body corporate, a partnership, a joint venture, an unincorporated association or any other entity by organisation.

Powers or **Power** includes any right, power, authority, benefit or remedy of ours under:

- a. this Agreement; or
- b. Legislation.

Quarter means a period of three consecutive calendar months.

Receiver means any receiver or receiver and manager.

Supply shall have the same meaning in this Agreement as it has in the law imposing the GST.

Terms and Conditions means these Terms and Conditions – Unsecured Business Overdraft.

Unpaid Daily Balance means the balance of the Overdraft Account at the End of Day.

we, our, us, Bank or **Suncorp Bank** means Suncorp-Metway Ltd ABN 66 010 831 722.

you or **your** means the Borrower.

A reference to a Person includes a Corporation whether incorporated or not.

Singular includes the plural and vice versa.

Words importing one gender include all other genders.

A reference to any government department or other body includes any other body empowered to perform the relevant duties.

A reference to any law includes any ordinance, regulation, rule or by-law made under or pursuant to such law and all changes, amendments, consolidations or substitutions of that law from time to time.

Bank Use Only

Branch/State

Branch Number/
Cost Centre

Lender Name

Employee Number