

BANK GUARANTEE FACILITY GENERAL TERMS AND CONDITIONS

These terms and conditions govern your use of the BNK Bank Guarantee, in addition to the Product Disclosure Statement for our Deposit products and non-cash payment facilities.

PART 1 BEFORE WE MAKE THE FACILITY AVAILABLE

- (a) We will not make the facility available to you unless:
 - (i) you have given us all the documents we ask you for and we are satisfied with them; and
 - (ii) we have received the *deposit amount*; and
 - (iii) you have given us the relevant details and authorisations in respect of any *nominated account*; and
 - (iv) all of the things set out in the Bank Guarantee Application have happened; and
 - (v) you have paid our agreed expenses in connection with the facility; and
 - (vi) if you are entering into this agreement as trustee of a trust, you have given us a copy of the trust deed certified by you that it is complete, correct and up to date; and
 - (vii) you have paid the fees and charges set out in the Bank Guarantee Application, these General Conditions and any other agreed fees and charges applicable to your facility.
- (b) We will not make the facility available to you if:
 - (i) We do not receive the *deposit amount*; or
 - (ii) any information given to us materially changes or is materially incorrect.

PART 2 BANK GUARANTEES

- (a) A *bank guarantee* will terminate on the earlier of:
 - (i) the expiry date (if any) specified in the *bank guarantee*; or
 - (ii) the date the *bank guarantee* is cancelled; or
 - (iii) the date the beneficiary of the *bank guarantee* makes a claim under the *bank guarantee* which, in aggregate with other claims made by that beneficiary, equals the full amount shown on the face of the *bank guarantee* and is paid out under the *bank guarantee*.
- (b) You may cancel a *bank guarantee* at any time if:
 - (i) you give us at least three clear *business days* written notice that you intend to cancel the *bank guarantee*; and
 - (ii) you give us a written release of the bank guarantee signed by the beneficiary; and
 - (iii) if the bank guarantee is an Original Bank Guarantee, you give us the original bank guarantee held by the *beneficiary*, or if the bank guarantee is a Digital Bank Guarantee, you and the *beneficiary* complete the cancellation of that bank guarantee via the Assuro Digital Services Platform and
 - (iv) you have paid us all fees and charges and any other money payable by you in respect of the bank guarantee.
- (c) We will immediately release any security to you following cancellation of the bank guarantee in accordance with the terms of the *bank guarantee* together with accrued interest.

PART 3 YOUR OBLIGATIONS

- (a) You must pay us:
- (i) all amounts paid by us to a *beneficiary* under a *bank guarantee* if the *deposit amount* held is inadequate.
 - (ii) interest on overdue amounts owed to us at a level no higher than 1% per annum above the Reserve Bank of Australia cash rate;
 - (iii) any fees and charges we charge for issuing the *bank guarantee*;
 - (iv) costs and expenses agreed by you; and
 - (v) any money that you owe us under Part 3(b)
- (b) You must *keep to* the terms of this agreement you have given us in connection with the agreement. If you do not:
- (i) pay any money payable under this agreement; or
 - (ii) perform your obligations under this agreement,

we may do so. If we do, then you must pay us those moneys and the cost of our doing so. If you do not pay us, we may debit that amount to your *nominated account*. We may also recover it from you.

PART 4 INDEMNITY

- (a) You irrevocably and unconditionally indemnify us from and against all loss, damage, harm, cost, charges, and expenses suffered or incurred by us in connection with or arising out of the issue of any *bank guarantee* or as a result of any payment which we make under any *bank guarantee* except to the extent arising from our mistake, error, fraud, negligence or willful misconduct, or that of any of our officers, agents or employees, or any receiver we appoint.
- (b) This indemnity is a principal obligation to the extent that the indemnity is enforceable even if any other obligation arising between you and us or anybody else is or becomes wholly or partially unenforceable.
- (c) If the amount paid or incurred by us is in a foreign currency, we may recover from you in that foreign currency or in Australian dollars, and we may convert the debt to Australia dollars at a rate determined by us from time to time (acting reasonably).
- (d) You will not be liable for any indirect, special or consequential loss or damage or for any loss of profits, loss of revenue, loss of goodwill, loss of customers, loss of use of data or loss of or damage to reputation under this agreement.

PART 5 NOMINATED ACCOUNT

- (a) You must ensure that there are sufficient funds in any *nominated account* to make any agreed ongoing payments due under this facility, if applicable. You authorise us to debit all amounts properly due and payable by you under this facility from your *nominated account*. You acknowledge that all the terms and conditions applying to your *nominated account* apply to all amounts debited from your *nominated account* under this facility.
- (b) Any amounts payable by us to you under this facility will be credited to your *nominated account*.

PART 6 PAYMENTS

- (a) We will immediately pay all demands properly made under a *bank guarantee* in accordance with the terms of that *bank guarantee*.
- (b) If we make a payment to a *beneficiary* under a *bank guarantee* you must pay us immediately any surplus amount owing to us if the *deposit amount* held in the *deposit account* is insufficient.
- (c) Despite the *expiry date* or anything else in this agreement, we may choose to pay out the *beneficiary* at any time even if the *beneficiary* has not asked us for payment and we may rely on the *deposit account* held by us as security under Part 17.

PART 7 FEES AND CHARGES

- (a) You must pay us all fees and other charges specified for providing the *bank guarantee*. You must also pay us any other fees and charges applicable to your facility.
- (b) We may change fees and charges or add new fees and charges by giving you at least 30 days' prior written notice;
- (c) If you do not agree with the fee change or fee introduction under Part 7(b), you may by written notice to us terminate this agreement, without penalty, prior to the fee change or fee introduction taking effect.
- (d) Where we make a change pursuant to Part 7(b), we will notify you in writing to the contacts set out in the Bank Guarantee Application. Where you have provided us with an email or other electronic address, we may notify you by email or other electronic communication.

PART 8 YOUR PROMISES, INFORMATION, AUTHORITIES

- (a) By signing the Bank Guarantee Application, you state and promise to us that:
 - (a) this agreement is binding on you and enforceable by us; and
 - (b) you are not acting as trustee of any trust that you have not told us about in writing; and
 - (c) you have told us about all material matters which affect or may affect your business, assets or financial condition.
- (b) You agree that, if we ask you to, you will provide us with any financial or other information by the time reasonably specified by us.

PART 9 IF YOU ARE A TRUSTEE

If you are a trustee of any trust, you agree that you are liable under this agreement both personally and as trustee.

PART 10 CHANGES

We may, without your consent, amend this agreement if:

- (a) expressly permitted by a provision of this agreement;
- (b) the amendment is required by or to comply with law; or
- (c) the amendment does not materially prejudice your rights or obligations under this agreement.

The notice period and manner of notification for any changes to this agreement must be in accordance with the law and any code to which we subscribe and which applies to this agreement. We will always provide you with notice of any changes.

Except as specified above, a term of this agreement, or right or obligation created under it, may not be waived or varied except in writing signed by the party or parties to be bound.

PART 11 GENERAL MATTERS

- (a) You must pay all money that you owe us in full. You must not deduct anything from any payment. In particular, you must not deduct anything that you claim that we owe, or could in the future, owe you.
- (b) We may set off any money we owe you against money you owe us.
- (c) This agreement is governed by the laws of Western Australia. You agree that the courts of Western Australia have the non-exclusive right to decide any disputes.
- (d) You agree that any document in any action may be served on you in the way set out in Part 13 as well as any

other way.

PART 12 COSTS

You must pay our reasonable costs and expenses in providing the bank guarantee as specified in the Bank Guarantee Application.

'Costs and expenses' include taxes (except our income tax), duties, fees, charges and legal fees (if any) as previously agreed by you before incurring any costs and expenses.

PART 13 NOTICES

- (a) Either party may give notice to the other by:
- (i) delivering it personally to the other party's employees at their registered office during business hours; or
 - (ii) sending it by prepaid post to the other party's registered office and no other place; or
 - (iii) sending it by email or other electronic communication to an email or other electronic address set out in the Bank Guarantee Application; or
 - (iv) where the bank guarantee is a Digital Bank Guarantee, submitting or receiving the notice via the Assuro Digital Services Platform, to the extent that Platform permits that method of communication; or
 - (v) any other way authorised by law,

If the notice is sent by post, it shall be deemed to have been delivered 5 business days after posting; or

if the *notice* is sent by electronic transmission on the date it bears, or, if delivery is outside business hours, 9am on the next *business day*, provided the sender does not receive a non-delivery communication within 2 hours after sending or if the notice is given via the Assuro Digital Services Platform, on the date it is recorded by that Platform as sent or received, or, if that is outside business hours, 9am on the next business day.

- (b) If either party changes its address, they must promptly tell the other in writing using one of the communication methods set out in Part 13(a). Notice of an address change will only be effective on the date specified in the notice or five business days after the notice is given, whichever is later.

PART 14 CONFIDENTIAL INFORMATION

- (a) Neither party will at any time during this agreement, and for a period of five (5) years after termination or expiry of this agreement, (i) disclose to any person, or authorise the disclosure of, any confidential information, except as permitted by Part 14(b) and in compliance with the remainder of this Part 14.
- (b) Both parties can disclose as much confidential information as they think appropriate about the other to any person:
- (i) who is considering entering into contractual relations with the parties about the facility or any security; or
 - (ii) who has given security for the facility; or
 - (iii) if, in either party's opinion, the disclosure is necessary to protect that party's position concerning the facility or any security; or
 - (iv) if a party is required by law to make that disclosure; or
 - (v) if both parties expressly agree to the disclosure

Apart from the above, we will not, without your consent, disclose confidential information about you except:

- (i) to a Related Entity, (see section 9 of the Corporations Act), of us, to enable an assessment to be made of your total liabilities (present and prospective) to us and the Related Entity; and
- (ii) to a Related Entity of us which provides financial services which are related or ancillary to those provided by us, unless you instruct us not to.
- (iii) to any third parties required to provide you with services under the Bank Guarantee.

Apart from the above, you will not, without our consent, disclose confidential information about you except to a Related Entity for purposes related to servicing this facility.

- (c) When sharing confidential information with any person or a Related Entity or Assuro, the parties must use commercially reasonable efforts (and, where applicable, in cooperation with the other) to avoid or limit the disclosure of the information and obtain assurances as to the confidentiality and use of the data from the Related Entity or Assuro to whom the Confidential Information is to be disclosed.
- (d) We will not use your confidential information for any purpose other than to perform our obligations under this agreement.
- (e) If there has been an incident of unauthorised access to or use of confidential information, we must tell each other as soon as possible.
- (f) We and you agree not to disclose any information of the kind referred to in section 275(1) of the PPSA that is not publicly available. You agree not to authorise the disclosure of any information as contemplated under section 275(7)(c) of the PPSA.
- (g) This Part 14(g) does not prevent disclosure of any information by us:
 - (a) permitted under Part 14(b) or under any security; or
 - (b) where required under section 275 of the PPSA because of the operation of section 275(7) of the PPSA.

PART 15 MISCELLANEOUS

- (a) We may use money received by us under this agreement in any order that we choose. We may pay the earlier debts first. If we are obliged by law to pay the money in a particular way, then we will do so.
- (b) We may use any money in any of your accounts (including the *deposit account*) with us to pay the *money owing*.

If you have more than one account with us (either alone or with someone else) we may treat your accounts as one account. This also applies to any account that any other person responsible for paying us the *money owing* has with us. We do not have to do so in either case. We also do not have to tell you before we do. However, we will provide you with details of such amounts or any combination of accounts upon request from you.
- (c) Any authority, consent, approval or other thing to be given, made or exercised by us under this agreement will (except to the extent this agreement otherwise expressly provides) be done, given or made by us acting reasonably and on such terms and conditions as we reasonably consider appropriate. You must comply with all conditions and requirements in any consent or approval we give.

Our consent or approval will not be effective unless it is in writing.
- (d) If a court decides that any provision of this agreement is illegal, void, or unenforceable, that provision is varied to the extent the court may determine is necessary to render the provision no longer illegal or void or is if necessary omitted.
- (e) To the extent that any code or legislation applies to this agreement, if:
 - (i) that legislation or code would otherwise make a provision of this agreement illegal, void or unenforceable; or
 - (ii) a provision of this agreement would otherwise contravene a requirement of that legislation or code or impose an obligation or liability which is prohibited by that legislation or code,this agreement is to be read as if that provision were varied to the extent necessary to comply with that legislation or code or, if necessary, omitted.
- (f) To the extent that any code or legislation applies to this agreement:
 - (i) our rights to demand any amounts from you and to exercise our rights and remedies against you are subject to the limitations on enforcement of this agreement imposed by the legislation or code; and
 - (ii) our rights and remedies under this agreement are in addition to those given to a credit provider under the legislation or code.
- (g) We may transfer, encumber or deal with our interest in the benefit of this agreement without your consent provided that the transfer is to another Australian Authorised Deposit-taking Institution.

You may not transfer any of your rights or obligations under this agreement without our prior written consent.

- (h) Nothing in this agreement creates a “security interest” (as that term is defined in section 12(1) of the Personal Property Securities Act 2009 or any other legislation concerning the registration of security interests) in favour of us in relation to the account.
- (i) These terms are governed by the laws of New South Wales and are to be construed in accordance with the laws of the place.
- (j) These terms and conditions are to be read in conjunction with the terms and conditions contained in the Transaction Terms and Conditions. If any of the terms and conditions in the Transaction Terms and Conditions are inconsistent with these terms and conditions, these terms and conditions will prevail.

PART 16 GROSS UP PROVISION

If any supply made:

- (a) under or in connection with this Bank Guarantee; or
- (b) by us in the course of exercising or attempting to exercise rights given under this Bank Guarantee or by law,

is subject to GST, you must pay us in respect of that supply an amount sufficient to ensure that we retain, after payment of GST, the amount that we would have received had GST not been payable. You must pay any amount payable under this part on the same date as payment must be made for the supply giving rise to the GST or on such other date that we demand payment from you.

Any expression used in this part which is defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) has the same meaning as so defined.

PART 17 SET OFF AND SECURITY RIGHTS

- (a) You agree to open a *deposit account* to apply towards satisfaction of the *money owing* to us by you in respect of the *bank guarantee*. The terms and conditions for your *deposit account* will be provided to you separately. You acknowledge that the *deposit account* and any other security provided by you to us, secures your obligations to us under this agreement.
- (b) You agree to deposit into your *deposit account* a *deposit amount* not less than the *bank guarantee* amount.
- (c) The *deposit account* must be held in your name and not that of a third party, and the funds deposited into the *deposit account* must be held in your own capacity and not in trust.
- (d) You can only close your *deposit account* when the *bank guarantee* expires, is called upon, or is terminated or cancelled. Upon closure of the *deposit account*, we will pay you any credit balance plus deposit interest, if any, less any accrued account fees and Government charges at the closing date (if applicable).
- (e) In the event that:
 - (i) demand is made on us for payment under the *bank guarantee* or we reasonably believe that such demand will be made;
 - (ii) we pay out the *bank guarantee* to the *beneficiary*;
 - (iii) you go into administration, liquidation, receivership or commit an act of bankruptcy; or
 - (iv) a *trigger event* occurs which we reasonably consider places our security position at risk,

you irrevocably authorise us at that time to apply all or any part of any *deposit amount* in your *deposit account* up to the total value of the *bank guarantee* by way of set-off against the *bank guarantee* amount (whether due now or later and whether actual or contingent) plus any other amounts owing to us. We may do this without telling you first or getting your consent and our right to do this is in addition to any other right that we have.

- (f) If we assign a debt (being a debt in or towards payment of which we are authorised by this authority to apply all or any part of the *deposit account* balance), we may, subject to you being in default under the assigned debt, pay to, or as directed by, the assignee, all or any part of the *deposit account* balance and any accrued or accruing interest of the *deposit account* balance in order that the assignee may apply the amount towards payment of the assigned debt.
- (g) Unless otherwise agreed with us in writing, we will pay interest on the *deposit amount* at the BNK Bank Guarantee Rate and will pay the interest to the *deposit account*. Interest on the *deposit account* is calculated in accordance

with the *deposit account* terms and conditions provided separately. The BNK Bank Guarantee Rate is a rate of interest paid for Bank Guarantee deposits that varies depending on the amount deposited and is subject to change at any time. The standard BNK Bank Guarantee Rate is available on request. We will notify you of a change in the BNK Bank Guarantee Rate on or before the day that the change takes effect, either by advertising in a national newspaper or by writing to you

PART 18 TRIGGER EVENT

- (a) Upon the occurrence of a *trigger event*, we may, subject to Part 18(b):
 - (i) Demand immediate payment of the *money owing*, and if payment of the *money owing* is not received immediately, exercise our right of set-off in respect of the *deposit account* in satisfaction of any of your obligations under this agreement;
 - (ii) terminate this agreement (and give notice to you as soon as reasonably practicable thereafter), and
 - (iii) exercise all of our rights and remedies against you under this agreement and any associated documents.
- (b) Before we take any action available to us under Part 18(a), we will make an assessment as to whether the *trigger event* is material, either by its nature or where we reasonably consider that the event has had, or is likely to have, a material impact on:
 - (i) your ability to meet your financial or other obligations to us; or
 - (ii) credit or security risk (or our ability to assess these).
- (c) We will provide you with at least 30 days' notice or such other period required by law before exercising the rights available to us under Part 18(a) unless (d), (e) or (i) of the *trigger event* occurs or we determine (in our reasonable opinion) that it is necessary for us to act promptly in order to manage an immediate risk (particularly with respect to the value of the *deposit amount*), or where the *trigger event* arises from a failure by you to comply with a relevant law.
- (d) You must immediately notify us of the occurrence or likely occurrence of any *trigger event* or potential *trigger event*.
- (e) Despite anything else contained in this agreement if we decide we have a good business reason for doing so we may choose to pay the *facility limit* to the *beneficiary* at any time even if the *beneficiary* has not asked us for a payment to be made and cancel the *bank guarantee*.

PART 19 PRIVACY ACT

- (a) We need to collect the personal information requested in this agreement to enable us to enter into the bank guarantee with the beneficiary. We may disclose the personal information collected from this agreement to:
 - (i) our relevant staff involved in delivering services,
 - (ii) contractors and contracted service providers engaged by us to deliver our services, and/or
 - (iii) the beneficiary.
- (b) By completing and signing the Application for a Bank Guarantee and returning it to us, you agree that we may use and disclose your information as set out in our Privacy Consent and Collection Statement.

PART 20 POWER OF ATTORNEY

- (a) You irrevocably appoint us and each of our *authorised officers* jointly and each of them severally to be your attorneys for the purposes detailed in this part.
- (b) Each attorney may, on your behalf, exercise one or more of the following rights (acting reasonably and in good faith):
 - (i) do anything which you ought to do in connection with this agreement,
 - (ii) do anything which we consider reasonably appropriate to:
 - A. give effect to the exercise of our rights, or
 - B. enforce, protect or preserve the security or Account or to preserve and collect any money payable in

connection with the Account, and

- (iii) date, complete or correct any details in the agreement or the bank guarantee, including any details recorded on the Assuro Digital Services Platform in respect of an Digital Bank Guarantee.

- (c) You must promptly ratify all acts performed by your attorney under this part.

PART 21 FINANCIAL DIFFICULTY

If you are experiencing financial difficulty, then you, or your representative should contact us as soon as possible. We will discuss your situation and the options available to help you. The sooner you contact us, the sooner we can try to help.

PART 22 UNDERSTANDING THE AGREEMENT

In this agreement, unless the context otherwise requires:

'annual percentage rate' means the interest rate applicable under this agreement from time to time;

'Amendment and Cancellation Form' means the form provided by us, which must be completed in connection with the amendment or cancellation of a bank guarantee, whether that bank guarantee is an Original Bank Guarantee or a Digital Bank Guarantee;

'authorised person' means a person authorised by you to act on your behalf under this facility, as notified to us;

'Assuro' means Billd Operations Pty Ltd (ACN 626 320 590, AFSL 527890) trading as Assuro, or any successor or replacement operator of the Assuro Digital Services Platform notified by us to you. For the avoidance of doubt, Assuro is not a Related Entity of us; *'authorised officer'* means: (a) a person notified by us to you as our authorised officer, or (b). any of our employees whose title contains the word 'director' or 'manager'.

'bank guarantee' means a guarantee issued or to be issued by us to a beneficiary under this agreement; whether issued as an Original Bank Guarantee or an Digital Bank Guarantee;

'Bank Guarantee Application' means the Application that forms part of this agreement;

beneficiary means the person or entity receiving the benefit of the *bank guarantee*;

BNK Bank Guarantee Rate means the rate of interest which we will pay for the *deposit amount* in the *deposit account*

'business day' means 9 am to 5 pm Western Australia time or any day that is not a public holiday or weekend in Western Australia;

'confidential information' means all information that has been or will be disclosed by or on behalf of a party to the other or its Related Entities that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including any third party information that the disclosing entity may have access to under this agreement or other agreement, regardless of whether or not such disclosure or access is made verbally, in writing, in hard copy or Digital format, or otherwise;

deposit account means the security- blocked BNK Bank Guarantee CMA account referred to in Part 17 which is maintained by us in your name under this agreement for the purpose of depositing the *deposit amount*.

'Digital Bank Guarantee' means a bank guarantee issued by us to a beneficiary via the Assuro Digital Services Platform, in Digital rather than original hard copy form

deposit amount means the amount you hold in the *deposit account* pursuant to this agreement, which may exceed the *facility limit*.

expiry date means the expiry date referred to in the relevant bank guarantee (if any) when the bank guarantee will come to an end.

'facility limit' means the amount we agree to guarantee as set out in the Bank Guarantee Application;

'guarantee' means a guarantee by us of your obligations under this agreement;

insolvency event means:

- (a) an application is made, proceedings are initiated or a meeting (whether of shareholders, creditors or directors) is called with a view to winding it or any part of its undertaking up or placing it or any part of its undertaking under administration

- (b) a receiver, liquidator, provisional liquidator or administrator is appointed, or steps are taken towards any of these things occurring
- (c) a compromise or arrangement of the kind referred to in Part 5.1 of the Corporations Act is proposed
- (d) an application is made, or an action is initiated with a view to cancelling its registration or appointing an inspector or other officer to investigate any of its affairs pursuant to any legislation
- (e) it is, or may be deemed within the meaning of any applicable law to be, insolvent or unable to pay its debts, or
- (f) circumstances exist which would enable a court upon application to order its winding up pursuant to section 461 of the Corporations Act or pursuant to any other law.

'keep to' means that you will keep all of your promises and perform all of your obligations under a specified agreement;

'money owing' means at any time the amount that you owe us under this agreement at that time;

'nominated account' is the current account held with us in your name, nominated by you as the relevant account for crediting and debiting amounts owing under this agreement and can include the *deposit account*;

'notices' means any notice, letter, demand or other document;

including a notice, demand or communication given or received via the Assuro Digital Services Platform in respect of a Digital Bank Guarantee;

Original Bank Guarantee' means a bank guarantee issued by us to a beneficiary in original hard copy form (as distinct from a Digital Bank Guarantee);

'property' means the property subject to a security interest;

'PPSA' means the Personal Property Securities Act 2009 (Cth);

'PPSA law' means:

- (a) the PPSA;
- (b) any regulation made pursuant to the PPSA; and
- (c) any other legislation or regulation made to implement, or contemplated by, any PPSA law referred to in paragraph (a) or (b).

'security interest' means:

- (a) any security for the payment of money or performance of obligations including a mortgage, charge, lien, pledge, trust or power or title retention arrangement, guarantee or guarantee and indemnity; or
- (b) a "security interest" as defined in the PPSA; or
- (c) any document to grant or create anything referred to in either paragraphs (a) or (b) of this definition and any other thing which gives a creditor priority to any other creditor with respect to any asset or an interest in any asset.

Related Entity' means an entity that is related to us within the meaning of section 9 of the Corporations Act 2001 (Cth) (for example, a related body corporate). For the avoidance of doubt, Assuro is not a Related Entity;

trigger event means the occurrence of any one or more of the following:

- (a) the *beneficiary* presents the *bank guarantee* to us in the manner specified in the *bank guarantee (including, for an Digital Bank Guarantee, by making a claim via the Assuro Digital Services Platform)*
- (b) a representation or warranty made or taken to be made on behalf of you in this agreement or elsewhere is incorrect or misleading when made or taken to be made;
- (c) you breach an undertaking given to us, whether under this agreement or otherwise
- (d) you cease to carry on your business, or a substantial part of your business
- (e) if you are a company, an *insolvency event* occurs
- (f) any of the following occur if you are a trustee of a trust:
 - (i) any application to a court for breach of trust, fiduciary duty, or any trustee legislation or regulation, or
 - (ii) any application to a court for the termination of the trust being made
- (g) if you are an individual, you commit an act of bankruptcy within the meaning of section 40 of the Bankruptcy Act 1966 (Cth)
- (h) any of the following occur if you are comprised of a partnership:
 - (i) the dissolution of the partnership
 - (ii) any application to a court for the dissolution of the partnership being made; or
 - (iii) the retirement within any period of 6 months of more than 20% of the members of the partnership without our consent
- (i) you create, or attempt to create or permit the creation of a security interest (as that term is defined in the Personal Property Securities Act 2009 or any other legislation concerning registration) over:

- (i) the deposit account or the deposit amount
- (ii) any chose in action or other rights comprised in or evidenced by (i) above.

We or us or Goldfield's Money means BNK Banking Corporation Limited ABN 63 087 651 849 trading as Goldfield's Money Australian Financial Services Licence 246884 and our means belonging to us.

You/your means a person that applies to obtain a *bank guarantee* with us or an *authorised person* and your means belonging to you.

The following rules apply to the interpretation of this agreement:

A day ends at midnight for all purposes under this agreement.

References to:

- (a) a person includes the person's successors and assigns; and
- (b) a thing includes all or part of that thing; and
- (c) a document includes that document as changed or replaced from time to time; and
- (d) a statute includes that statute as amended, repealed or replaced from time to time; and
- (e) individuals include corporations and the other way around; and
- (f) a gender includes all other genders; and
- (g) currencies are to Australian dollars; and
- (h) this agreement are references to this agreement (as varied from time to time) between you and us consisting of the Bank Guarantee Application and the General Conditions;
- (i) facility means the facility we make available to you under this agreement for the provision of *bank guarantees*; and
- (j) Parts are references to different numbered parts in these General Conditions; and

Headings for parts are included for guidance only and must not be used for interpretation.

The use of the word 'may' about a power indicates that the power may be exercised or not exercised, at discretion, acting reasonably.

A reference to 'includes' is given by way of example and is not intended to limit the term it applies to.

Words or phrases which are derived from words or phrases which are defined have a similar meaning to the defined term.

The singular includes the plural and the other way around.

If you agree not to do something, you will also not attempt to or permit or cause that thing to be done.

If two or more people are the borrower:

- (a) references to 'you/your' or to the borrower are references to each of them individually and as well refer to any two or more of them together; and
- (b) their promises in this agreement bind all of them together and as well bind each of them individually; and
- (c) the fact that one person is released from their promises does not mean that any of the others are also released.

The parties say that it is their intention that, in the interpretation of this agreement:

- (a) if possible, words which have an ordinary meaning are given that meaning; and
- (b) this agreement is to be interpreted broadly; and
- (c) if a general term is used it must be given a broad meaning; and
- (d) general terms must not be limited because of any legal rules of interpretation.

Unless defined in this agreement, a term or expression which is used in this agreement and which is defined in the *PPSA* has the meaning given to that *term* or expression in, or in the context of, the *PPSA*.