

Security charge over Qudos Bank deposit

In consideration of Qudos Bank granting the loan facilities as set out in Schedule 1 (the "loan facilities") below to _____ of which I/we am a guarantor

I/We _____

Of _____

as security for the loan facilities grant Qudos Bank a charge over deposits held in my/our term deposit accounts as set out in Schedule 2 below ("the deposits") to the amount of \$ _____ until release of this charge by Qudos Bank.

I/We acknowledge and declare that:

1. The deposits are my/our assets which are not subject to any charge to another party and will not be otherwise charged while the loan facilities are in place.
2. If any claim is made by another party upon the deposits such claim shall constitute a default by me/us and Qudos Bank may apply the deposits and any accrued interest without giving me/us notice and without recognizing such a claim.
3. There will be no set-off of any saving interest against the interest accruing on the loan facilities.
4. Qudos Bank at any time may appropriate the whole or any part of the deposits (whether or not the deposit has matured) and set-off that amount against the loan facilities and combine and consolidate any one or more accounts of me/us with the loan facilities. Qudos Bank may do any of these things without giving notice to anyone. If the Qudos Bank appropriates the whole or any part of the deposits before they mature, Qudos Bank may adjust the interest rate on that deposit to the rate applicable to a deposit maturing on the day of appropriation. Qudos Bank may renew the term of any deposit which matures whilst subject to this set off agreement.
5. I/we must not withdraw the deposits or any part of the deposits unless and until the whole of the loan facilities is repaid to Qudos Bank or suitable substitute security is provided to Qudos Bank. I/we must not sell, transfer, assign, further mortgage, charge, encumber, create a security interest, pledge, dispose of, or deal with the deposits in any way. The deposits will be deemed to be incapable of assignment, mortgaging, charging, creating a security interest (other than in favour of Qudos Bank) or otherwise being dealt with, and the deposits will only mature under circumstances where the deposits may be appropriated by Qudos Bank and otherwise will not mature unless and until the loan facilities are paid in full or substitute security is provided.
6. I/we acknowledge that Qudos Bank may have a security interest under the Personal Property Securities Act 2009 ("PPSA") as a result of this document and authorises the Qudos Bank to register a security interest under the PPSA.

➤ 1. Schedule 1

Borrowers: _____

Total Loan Amount: \$ _____

➤ 2. Schedule 2

Deposit Account Owners:

Deposit Account Number: _____ Deposit Amount: \$

Deposit Account Owners:

Deposit Account Number: _____ Deposit Amount: \$

➤ 3. Signatures

Name: _____ Signature: _____ Date: ____ / ____ / ____

Name: _____ Signature: _____ Date: ____ / ____ / ____

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