

Code of Banking Practice disclosure guidelines

1. Print one copy of this document.
2. This document is provided to the person who has agreed to guarantee a finance application. It is for the Guarantor(s) to keep.
3. It is important that the person offering to guarantee a finance contract reads and understands this information before they sign any documents.
4. It is important that independent legal and financial advice is sought if this information is not understood by the Guarantor(s).

Code of Banking Practice disclosures

Important: You should read this brochure carefully prior to signing the Guarantee

ANZ has adopted the Code of Banking Practice, a voluntary Code of Conduct that sets out standards of good banking practice. It contains a number of provisions relating to Guarantees that give you important rights. A copy of the Code of Banking Practice is available at ANZ branches on request and on our website www.anz.com.

This brochure contains important information that we are required, in accordance with our obligations under the Code of Banking Practice, to tell you before signing a Guarantee.

The Code of Banking Practice applies where an individual (the "Guarantor") provides a guarantee ("Guarantee") to ANZ ("we" and "us").

1. Information you should know before you sign a Guarantee

Before you agree to enter into or sign a Guarantee, it is important that you know the following:

- Before you sign the Guarantee, you should seek independent legal and financial advice on the effect of the Guarantee;
- You can refuse to enter into the Guarantee;
- There are financial risks involved in acting as a Guarantor;
- You have the right to limit your liability in accordance with the Code of Banking Practice and as allowed by law; and
- You can request information about the transaction of facility to be guaranteed (including any facility with us to be refinanced by that facility).

2. Your liability

As a Guarantor, you will become liable to pay the guaranteed money if the Customer does not abide by the terms and conditions of the lending contract.

We may only accept a Guarantee if your liability is:

- Limited to a specific amount plus other liabilities (such as interest and recovery costs) that are described in the Guarantee; or
- Limited to the value of a specified security at the time of recovery.

3. Obtaining independent legal and financial advice

We recommend that you seek independent legal and financial advice before becoming a Guarantor. If you have any questions or concerns about the Guarantee or any of the information we provide you with as part of the process of entering into the Guarantee, you should raise them with a qualified accountant or lawyer.

If you choose to obtain independent legal and financial advice, the Guarantee can be executed before your lawyers as witness, or, if you choose not to obtain independent legal advice, it can be executed before an independent adult witness over 18 years of age.

If we require you to seek independent legal and/or financial advice we will not accept the Guarantee until you have done so and have provided us with evidence of receipt of such advice.

4. Disclosure of information

(a) If applicable, we will tell you:

- About any notice or demand that we have issued to the Customer within the last 2 years;
- About any dishonour on any facility the Customer has (or has had) with us within the last 2 years;
- If there has been an excess or overdrawn of \$100 or more on any facility the Customer has (or has had) with us in the last 6 months. If there has been such an excess or overdrawn, we will also give you a list showing the extent of each excess or overdrawn; and
- If any existing facility we have given the Customer will be cancelled, or if the facility will not be provided, if the Guarantee is not provided.

This document is for the Guarantor(s) to keep