



Forté Account Application Form

Picone Group Australasia

Level 5, 122 Walker Street
Reply Paid, PO Box 2015
North Sydney NSW 2060
Tel: 1300-858-904
Fax: 1300-858-906

Buyer Seller

Additional copies of this application are available at www.moneytech.com.au

Queries to sales@moneytech.com.au

Please complete entire application in BLOCK letters

To be read in conjunction with Moneytech "Terms and Conditions"

Organisation

Registered Name

Trading Name

Entity Type Sole Trader Partnership Trust Private Company Public Company

Registration Date ACN

Primary Contact ABN

After Hours Mobile ARBN

Physical Address

Postal Address

State Postcode State Postcode

Switchboard Tel # Switchboard Fax #

Email

WWW URL

Industry eg: Florist, Food & Beverage, Healthcare, Hotels, Information Technology

Publish my details Yes No Privacy Note: When you publish your details Sellers are provided with your details.

Directors / Principals / Trustees

(You must enter at least one. Please attach a separate sheet for any additional Directors)

1 Surname Given Names

Position Drivers Licence Passport

Date of Birth Place of Birth Premises: Owned Rented Leased

Home Address

Trustee Y/N Gender M/F

State Postcode Telephone

Mobile

Facsimile

Email

2 Surname Given Names

Position Drivers Licence Passport

Date of Birth Place of Birth Premises: Owned Rented Leased

Home Address

Trustee Y/N Gender M/F

State Postcode Telephone

Mobile

Facsimile

Email

Business Account Application Form



Account Members & Limits

(All Account Members must satisfy a 100 point ID Check)

Total Credit Limit Requested \$

Moneytech suggests 2 months average purchases

PRIMARY ACCOUNT MEMBER NAME

Account Member Name

Position

Position

Account Member Email address

Account Member Email address

Mobile Number

Mobile Number

Drivers Licence or Passport No.

Drivers Licence or Passport No.

Account Authentication

SmartCard + or SmartCard + and/or PCMCIA reader USB reader SecurID

Account Authentication

SmartCard + or SmartCard + and/or PCMCIA reader USB reader SecurID

Note: Primary Account Members are provided full security access and authority from Moneytech to set up security roles for other account members.

Important: SmartCard users must be running Microsoft Windows and Internet Explorer.

Account Member Name

Account Member Name

Position

Position

Account Member Email address

Account Member Email address

Mobile Number

Mobile Number

Drivers Licence or Passport No.

Drivers Licence or Passport No.

Account Authentication

SmartCard + or SmartCard + and/or PCMCIA reader USB reader SecurID

Account Authentication

SmartCard + or SmartCard + and/or PCMCIA reader USB reader SecurID

Trade References Buyers Only

(Minimum of 3 references required)

Supplier Name

Supplier Name

Supplier Contact

Supplier Contact

Contact Email Address

Contact Email Address

Contact Telephone Number

Contact Telephone Number

Credit Limit

Credit Terms

Credit Limit

Credit Terms

Supplier Name

Supplier Name

Supplier Contact

Supplier Contact

Contact Email Address

Contact Email Address

Contact Telephone Number

Contact Telephone Number

Credit Limit

Credit Terms

Credit Limit

Credit Terms

Business Account Application Form



Branch Offices

Total Number of Employees

Detail the number of employees in each territory

NSW VIC QLD WA SA ACT TAS NT
 Shop Front Y/N

Notifications

Sales Email
 Marketing Email
 PreAuth-ID Email
 Remittance Email

Preferred Method of Receiving Information

Any Telephone Facsimile Email Mail

Financial Information

(Mandatory for applications above \$5,000 – recommended for all)

Profit and Loss		
	Current YTD	Prior Year
Sales	<input type="text"/>	<input type="text"/>
Cost of Goods Sold	<input type="text"/>	<input type="text"/>
Gross Profit	<input type="text"/>	<input type="text"/>
EBIT	<input type="text"/>	<input type="text"/>
Interest	<input type="text"/>	<input type="text"/>
Depreciation	<input type="text"/>	<input type="text"/>
Profit before Tax	<input type="text"/>	<input type="text"/>

Please attach separate Financial Statements for applications over \$25,000

Balance Sheet		
	Current YTD	Prior Year
Inventory Balance	<input type="text"/>	<input type="text"/>
Debtors Balance	<input type="text"/>	<input type="text"/>
Current Assets	<input type="text"/>	<input type="text"/>
Non-Current Assets	<input type="text"/>	<input type="text"/>
Creditors Balance	<input type="text"/>	<input type="text"/>
Current Liabilities	<input type="text"/>	<input type="text"/>
Non-Current Liabilities	<input type="text"/>	<input type="text"/>
Shareholders Equity	<input type="text"/>	<input type="text"/>

Authorised Share Capital \$
 Paid Share Capital \$
 Shareholders Equity \$

Business Premises: Owned Rented Leased
 Trading for: Years Months
 Time at Current Address: Years Months

Accountant's Details

Company Name Telephone
 Contact Mobile
 Email

Business Account Guarantee and Indemnity Form



THIS GUARANTEE AND INDEMNITY is made on this day Day of Month Year between MONEYTECH FINANCE PTY LTD ACN 112 110 906 of Level 5, 122 Walker Street, North Sydney, New South Wales (Moneytech); and EACH PERSON whose name and address is set out below (joint and severally the Guarantor(s))

Guarantor(s) Name:

Guarantor(s) Address:

WHEREAS the Guarantor(s) have requested that Moneytech approve and issue a Business Account and provide financial services and credit to or continue to grant credit to:

Company Name

(the "Organisation"). (ACN)

NOW in consideration of Moneytech having at the Guarantor(s) request agreed to allow time to pay and agreed to provide a Business Account and credit and/or continue to provide a Business Account and credit to the Organisation from time to time upon such terms and conditions as Moneytech may from time to time agree with the Organisation, the Guarantor(s) acknowledge that Moneytech is relying upon this Guarantee and Indemnity for the giving and continuing to give credit to the Organisation.

The Guarantor(s) hereby unconditionally jointly and severally covenant and agree with Moneytech as follows:

1. Guarantee of Guaranteed Moneys

The Guarantor(s) guarantee to Moneytech the payment of the Guaranteed Moneys.

2. No set-off or counterclaims etc

All payments which the Guarantor(s) are required to make under this Guarantee and Indemnity must be:

- (a) without any set-off, counterclaim or condition; and
- (b) without any deduction or withholding for any Tax or any other reason.

3. Amount of the Guaranteed Moneys

(a) This Guarantee and Indemnity applies to the present and future amount from time to time of the Guaranteed Moneys.

(b) The obligations of the Guarantor(s) under this Guarantee and Indemnity extends to any Guaranteed Moneys and any increase in the Guaranteed Moneys either of which arise as a result of:

- (i) any agreement to which the Organisation and Moneytech are party; or
- (ii) any amendment, supplement, renewal or replacement of any agreement referred to in clause 3(b)(i); or
- (iii) the occurrence of any other thing.

(c) Clause 3(b) applies regardless of whether the Guarantor(s) are aware of, have consented to or are given notice of anything referred to in clause 3(b); and does not limit the obligations of the Guarantor(s) under this Guarantee and Indemnity.

4. General indemnity

The Guarantor(s) indemnify Moneytech against any claim, action, damages, loss, liability, cost, charge, expense, outgoing or payment which Moneytech pays, suffers or incurs, or is liable for, in respect of any of the following:

- (a) any failure by the Organisation to pay any of the Guaranteed Moneys when due;
- (b) any failure of the Organisation or the Guarantor(s) or any other person to observe, perform or comply with any provision of any agreement between Moneytech and the Organisation or any other document or agreement;
- (c) any fact or circumstance not being as represented or warranted to Moneytech by the Organisation or the Guarantor(s);
- (d) the occurrence of any default under any agreement between Moneytech and the Organisation; and
- (e) Moneytech exercising its powers consequent upon or arising out of the occurrence of any default under any agreement between Moneytech and the Organisation.

Without limitation to the above indemnity, the above indemnity includes the amount determined by Moneytech as being incurred by reason of the liquidation or re-employment of deposits or other funds acquired or contracted for by Moneytech to fund or maintain the Guaranteed Moneys and includes, but is not limited to, loss of margin.

5. Indemnity for avoidance of Guaranteed Moneys

(a) If any of the Guaranteed Moneys (or moneys which would have been Guaranteed Moneys had they not been irrecoverable) are irrecoverable by Moneytech:

- (i) from the Organisation; or
- (ii) from the Guarantor(s) on the footing of a guarantee, the Guarantor(s) indemnify Moneytech against any claim, action, damages, loss, liability, cost, charge, expense, outgoing or payment suffered, paid or incurred by Moneytech in relation to the non-payment of those moneys.

(b) Clause 5(a) applies to the Guaranteed Moneys (or moneys which would have been Guaranteed Moneys had they not been irrecoverable) which are or may be irrecoverable irrespective of whether:

- (i) they are or may be irrecoverable by reason of any event described in clause 10;
- (ii) they are or may be irrecoverable by reason of any other fact or circumstance whatsoever;
- (iii) the transactions or any of them relating to those moneys are void or illegal or avoided or otherwise unenforceable; and
- (iv) any matters relating to the Guaranteed Moneys are or should have been within the knowledge of Moneytech.

6. Continuing obligation

This Guarantee and Indemnity is a separate, independent and continuing obligation of the Guarantor(s), despite any settlement of account or the occurrence of any other thing and remains in full force and effect until all Guaranteed Moneys have been paid in full.

7. Avoidance of payments

If any payment or other transaction relating to the Guaranteed Moneys is void, voidable or unenforceable in whole or in part or is claimed to be void, voidable or unenforceable and that claim is upheld, or that payment is cancelled or compromised in whole or in part, the liability of the Guarantor(s) under this Guarantee and Indemnity is the same as if that payment or transaction (or the void voidable or unenforceable part of it) and any release, settlement or discharge made in reliance upon any such payment or transaction had not been made.

8. Payments in gross

All dividends, compositions and payments received by Moneytech from the Organisation whether in liquidation or otherwise shall be taken and applied by Moneytech as payments in gross and the Guarantor(s) rights to be subrogated to Moneytech in respect thereof shall not arise until Moneytech receives payment of the Guaranteed Moneys in full.

9. Right to refuse credit etc

Moneytech may at anytime, at Moneytech absolute discretion and without giving any notice whatsoever to the Guarantor(s), refuse further credit or services to the Organisation without discharging or impairing the Guarantor(s)' liability under this Guarantee and Indemnity.

10. Unconditional obligations

The obligations of the Guarantor(s) under this Guarantee and Indemnity are direct and unconditional and are not released, discharged or otherwise affected by anything including without limitation:

- (a) any compromise, waiver, release, consent, extension, indulgence, or other action or inaction in relation to any agreement between Moneytech and the Organisation, or in relation to any rights or remedies under or in respect of any such agreement;
- (b) any amendment, supplement or replacement of any agreement between Moneytech and the Organisation;
- (c) any bankruptcy, insolvency, re-organisation, arrangement, adjustment, composition, dissolution, liquidation or similar proceeding in relation to any of the Guarantor(s) or the Guarantor(s)' respective assets;
- (d) any limitation of the liability or obligations of the Organisation under any agreement with Moneytech which is now, or subsequently, imposed by any statute, regulation or rule of law, or any invalidity or unenforceability of all or any part of any such agreement;
- (e) any merger or consolidation or change in the corporate structure, or share ownership, of the Guarantor(s) or the Organisation, or any sale, lease or transfer of any of their assets;
- (f) any change in the law, or the existence of any legal provisions which may conflict with the terms of this Guarantee and Indemnity (to the extent those provisions can be waived);
- (g) any claim, set-off, deduction or defence that the Organisation or the Guarantor(s) may have against Moneytech;

Business Account Guarantee and Indemnity Form



(h) the death of any Guarantor(s).

The above provisions apply irrespective of the consent or knowledge, or lack of consent or knowledge of the Guarantor(s) or any other person of any of the events described above. Moneytech has the right to proceed against the Guarantor(s) immediately upon any default by the Organisation and shall not be required to take any action or proceeding of any kind against the Organisation before proceeding against the Guarantor(s) hereunder.

11. Authority to obtain Credit Information Privacy Act 1988 (Commonwealth)

In accordance with section 18k(1)(C) of the Privacy Act 1988, the Guarantor(s) authorise Moneytech to obtain from a credit reporting agency, a credit report containing personal credit information about the Guarantor(s) to assess whether to accept the Guarantor(s) as a guarantor for personal credit or commercial credit applied for, or provided to, the Organisation.

12. Taxes

If:
(a) the Guarantor(s) are required to make a deduction or withholding in respect of Tax from any payment it is required to make to Moneytech under this Guarantee and Indemnity; or
(b) Moneytech is required to pay any Tax in respect of any payment it receives from the Guarantor(s) under this Guarantee and Indemnity, then the Guarantor(s):
(c) indemnify Moneytech against that Tax; and
(d) must pay to Moneytech an additional amount which Moneytech determines to be necessary to ensure that Moneytech receives when due a net amount (after payment of any Tax in respect of each additional amount) that is equal to the full amount it would have received had a deduction or withholding or payment of Tax not been made.

13. Certificates of moneys due

A certificate signed by a director, secretary or other officer of Moneytech stating:

(a) the amount of the Guaranteed Moneys due and payable; or
(b) the amount due and payable by the Guarantor(s) under this Guarantee and Indemnity; or
(c) the amount of the Guaranteed Moneys, whether currently due and payable or not, is, subject to manifest error, conclusive evidence of that amount at the date stated on the certificate or failing that as at the date of that certificate.

14. Waiver

In order to give the full effect to the provisions of this Guarantee and Indemnity, the Guarantor(s) hereby waive all rights inconsistent with such provisions and which the Guarantor(s) might otherwise as sureties be entitled to claim and enforce on any account whatsoever.

15. Joint and several liability

Where this Guarantee and Indemnity is given by two or more persons then it shall be enforceable against the Guarantor(s) jointly and each of them severally notwithstanding that any negotiable or other securities referred to herein or to which it shall relate or be applicable shall at the time of proceedings being taken against the Guarantor(s) or any of them under this Guarantee and Indemnity be outstanding or in circulation and it is expressly declared that notwithstanding the fact that this Guarantee and Indemnity may be intended or expressed to be executed and given by more than one person the same shall in fact be valid and effectual instrument of Guarantee and Indemnity binding against such person or persons as shall execute the same forthwith upon their execution and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.

16. Definitions and Interpretation

16.1 In this Guarantee and Indemnity,

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;

Guaranteed Moneys means all debts and monetary liabilities of the Organisation to Moneytech on any account, and in any capacity irrespective of whether the debts or liabilities: (a) are present or future; (b) are actual, prospective, contingent or otherwise; (c) are at any time ascertained or unascertained; (d) are owed or incurred by or on account of the Organisation alone, or severally or jointly with any other person; (e) are owed to or incurred for the account of Moneytech alone, or severally or jointly with any other person; (f) are owed or incurred as principal, interest, fees, charges, Taxes, damages, losses, costs or expenses or on any other account; (h) are owed or incurred to or for the account of any successor or assignee of Moneytech; (i) were acquired by Moneytech from any other person; or (j) comprise any combination of the above;

Tax means: (a) any tax (including goods and services tax), levy, charge, impost, duty, fee, deduction, compulsory loan or withholding; or (b) any income, stamp or transaction duty, tax or charge; which is assessed, levied, imposed or collected by any Governmental Agency and includes, but is not limited to, any interest, fine, penalty, charge, fee or other amount imposed on, or in respect of, any of the above;

6.2 In this Guarantee and Indemnity, headings and boldings are for convenience only and do not affect the interpretation of this Guarantee and Indemnity and, unless the context otherwise requires:

(a) words importing the singular include the plural and vice versa and words importing a gender include any gender;
(b) other parts of speech and grammatical forms of a word or phrase defined in this Guarantee and Indemnity have a corresponding meaning;
(c) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
(d) no provision of this Guarantee and Indemnity will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Guarantee and Indemnity or that provision.

The Guarantor(s) have carefully read the terms and conditions contained in this Guarantee and Indemnity and understand the personal liability that is placed upon them upon execution of this Guarantee and Indemnity.

GUARANTOR 1

DATED	
SIGNATURE	
FULL NAME	

WITNESS

SIGNATURE	
FULL NAME	
ADDRESS	

GUARANTOR 2

DATED	
SIGNATURE	
FULL NAME	

WITNESS

SIGNATURE	
FULL NAME	
ADDRESS	

