

## Payment of Deposit by Bond or Bank Guarantee

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1. Notwithstanding anything to the contrary contained herein, the Buyer and Seller hereby agree that the Deposit may be paid by the Buyer by way of Deposit Bond or Bank Guarantee, provided the Deposit Bond or Bank Guarantee depending on what is being provided by the Buyer:
  - a) does not contain an expiry date;
  - b) is in favour of the Seller; and
  - c) provides the Seller with full and unrestricted rights subject to this Contract to have immediate recourse against it upon any default on the part of the Buyer.
2. On Settlement, the Buyer will pay the Deposit to the Seller and the Deposit Holder will return the Deposit Bond or Bank Guarantee (as applicable) to the Buyer.
3. The Buyer must not take any action or cause the Deposit Bond or Bank Guarantee to be withdrawn, revoked, cancelled or limited in any way prior to Settlement. If any such action or cause is taken by the Buyer, the Buyer shall be deemed to have breached an Essential Term of this Contract.

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Seller/s Signature

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Witness Signature

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Buyer/s Signature

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Witness Signature

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