

- Company to the Applicant will be subject to the Company's standard terms and conditions;
4. Each Guarantor is an owner / director of the Applicant, and each Guarantor will provide the Company with a personal guarantee in the form attached to this Application, jointly and severally guaranteeing all monies payable by the Applicant to the Company from time to time;
 5. The Company's usual payment terms require payment upon request. Where the Company extends credit to an Applicant, credit terms for fees and services are net 30 days from date of invoice. Disbursements incurred by the Company must be reimbursed by the Applicant immediately upon request.
 6. The Company may at any time by the giving of notice refuse, withdraw, or modify the terms of any credit facility extended to the Applicant.
 7. Without limiting clause 6, the Company may refuse or amend credit facilities by the giving of notice where:
 - a. the Applicant is in breach of these credit account terms, the Company's standard terms and conditions; or
 - b. the Applicant is insolvent or is placed under external administration; or
 - c. the Company reasonably believes the Applicant will not make a payment when due.
 8. In the event of a change in ownership, directors, retirement of a partner change in trustee or any other changes to the business or corporate structure of the Applicant, the Applicant will notify the Company in writing within 7 days of the change.
 9. The Company is authorised to obtain from, or give to, a credit reporting agency or other credit provider, information (including personal information) about the Applicant or a Guarantor including but not limited to credit worthiness, credit history and credit capacity that the credit reporting agency or credit provider is able to give or receive under the *Privacy Act 1988* (Cth) (**credit information**).
 10. The Company is authorised to use the credit information for any of the following purposes:
 - a. to assess the Applicant's credit application;
 - b. to notify other credit providers of a default by the Applicant or a Guarantor;
 - c. to exchange information with other credit providers as to the liabilities of the Applicant or a Guarantor, including any application made by the Applicant, and whether the Applicant or a Guarantor is in default of any of their liabilities; and
 - d. to assess the credit worthiness of the Applicant and a Guarantor.

Signed: _____ Date: _____

DEED OF GUARANTEE AND INDEMNITY

This deed is made by the person named and signing as guarantor below (**Guarantor**) in favour of Paul's Customs & Forwarding Solutions Pty Ltd (ABN 73 100 641 745) (**Company**) on the following terms. This guarantee is provided in consideration of the Company agreeing with the applicant specified below (**Applicant**) to provide the credit facilities set out in the Applicant's Credit Application with the Company.

1. Guarantee

The Guarantor irrevocably and unconditionally guarantees to the Company the due and punctual performance of all present and future obligations and payment of all present and future liabilities of the Applicant under the Credit Application or the Company's standard terms and conditions and must on demand by the Company perform those obligations or pay those liabilities if the Applicant fails to do so.

2. Charge

- (a) The Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future in favour of the Company, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- (b) The also Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to the Company registering any interest so charged.
- (c) The Guarantor irrevocably appoints the Company and each director of the Company as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which the Company may reasonably require to:
 - (1) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (2) register any other document required to be registered by the PPSA or any other law; or
 - (3) correct a defect in a statement referred to in clause 2(c)(1) or 2(c)(2).

3. Indemnity

As a separate and independent obligation from those contained in clause 1, the Guarantor indemnifies the Company from and against (and must pay the Company on demand for the amount of) any liability, loss, cost, damage, expense, claim, demand, action or proceeding of any kind suffered or incurred by the Company arising directly or indirectly out of or in connection with any failure by the Applicant to perform any obligation or pay any liability under the Credit Application or the Company's standard terms and conditions.



4. General

- (a) The Guarantor acknowledges and agrees that each of the obligations under clauses 1 and 3:
 - (1) is a principal and continuing obligation and will not be affected by any principle of law or equity which might otherwise reduce or limit in any way the liability of the Guarantor under clause 1 or clause 3;
 - (2) continues notwithstanding any amendment of the Credit Application, the Company's standard terms and conditions, or any waiver, consent or notice given under this deed by any party to another;
 - (3) are continuing obligations which will survive the expiry or termination of this deed for any reason in respect of any liabilities which arose prior to the date of expiry or termination;
 - (4) are not affected by any waiver, extension or non-enforcement of payment terms in favour of the Applicant;
 - (5) are owed jointly and severally with any other individual or corporate entity that has provided an identical or similar guarantee and indemnity in respect of the Applicant's obligations and liabilities to the Company; and
 - (6) can be enforced entirely against the Guarantor without the Company pursuing its rights equally, or at all, against any other guarantors.
- (b) Each Guarantor must not exercise any right of indemnity or subrogation which that Guarantor might otherwise be entitled to claim and enforce against or in respect of the Applicant and each Guarantor irrevocably waives all those rights of indemnity or subrogation that Guarantor may have.
- (c) Each Guarantor irrevocably appoints the Company as their attorney to prove in the insolvency of the Applicant for all money to which that Guarantor may be entitled from the Applicant up to an amount which does not exceed the amount which may be payable by each Guarantor under this deed. Each Guarantor acknowledges that the Company may, subject to the terms of this deed, retain any money which the Company may receive from any proof on account of each Guarantor's liability under this deed.
- (d) Each Guarantor warrants that they have read and understood the Credit Application.
- (e) This deed is governed by the laws of New South Wales and the parties submit to the jurisdiction of the courts of New South Wales and of the Federal Court of Australia.
- (f) No right under this deed is waived or deemed to be waived, except by written notice signed by the party waiving the right, or its authorised officer. A party does not waive its rights under this deed by granting an extension or forbearance to another party.
- (g) Rights arising out of or under this deed may only be assigned by a party with the prior written consent of the other party.

Applicant Name:

Applicant ABN:

Date of Applicant's Credit Application:

Executed as a deed on

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Signed, sealed and delivered by the Guarantor in the presence of the witness whose name appears below:

Guarantor Name: _____

Guarantor Signature: _____

Witness Name: _____

Witness Signature: _____