

PERSONAL GUARANTEE AND INDEMNITY

This deed poll is made:

IN FAVOUR OF: **ACCO Brands Australia Pty Ltd** ACN 000 265 047 of 2 Coronation Avenue, Kings Park NSW 2148 (**'ACCO Brands'**)

BY: Each of the persons named below, jointly and severally:

(print name and residential address of each individual guarantor below)

A. _____

and

B. _____

(each collectively and individually called **'Guarantor'** or **'Guarantors'**, as the content requires).

The Guarantors have requested ACCO Brands to approve the credit application made by of (**'Customer'**) in relation to the proposed sale of goods and/or services by ACCO Brands to Customer.

For the purposes of, and in consideration of, ACCO Brands approving the aforementioned credit application, each of the Guarantors hereby jointly and severally:

1. Agrees to guarantee to ACCO Brands the due and punctual payment of all money presently owing and any money that may be owing in the future by Customer, in respect of goods and/or services supplied by ACCO Brands to Customer and any other sums payable by Customer to ACCO Brands pursuant to the *ACCO Brands' Trading Terms and Conditions of Sale* published at www.accobrand.com.au (or <https://www.accobrand.com.au/terms-conditions.php>) and as amended from time to time, at link for *'Terms & Conditions of Sale - ACCO Brands Australia'* and any other terms accompanying this Deed (hereinafter collectively called **"Guaranteed Money"**).
2. Agrees as a separate and additional covenant and obligation to hereby indemnify and keep indemnified ACCO Brands from and against all losses, costs, charges and expenses that ACCO Brands may suffer or incur in relation to the supply of goods and/or services to Customer and each Guarantor further agrees that each of the provisions hereinafter contained that applies, or is capable of application, to this Deed when it is construed as an indemnity will apply to the indemnity hereby given by the Guarantor.
3. Covenants, acknowledges and agrees as follows:
 - a) The Guarantee hereby given is a continuing guarantee and the indemnity hereby given is a continuing indemnity and neither this Deed nor this Guarantee, nor this indemnity, will be discharged in any way or be considered or deemed to be discharged in any way by any payment to ACCO Brands other than the payment to, and acceptance by, ACCO Brands of the whole of the Guaranteed Money.
 - b) Notwithstanding that, as between the Guarantor and Customer, the position of the Guarantor is that of surety only, nevertheless as between the Guarantor and ACCO Brands, the Guarantor is liable hereunder as a principal and as a primary debtor for the payment of the Guaranteed Money.
 - c) This Deed is valid and enforceable against the Guarantor and the liability hereunder of the Guarantor continues and may be enforced by ACCO Brands notwithstanding:
 - i. that no steps or proceedings have been taken against Customer; or
 - ii. any indulgence or extension of time granted by ACCO Brands to Customer; or
 - iii. the winding up of Customer.
4. Agrees that the Guarantor will not compete with ACCO Brands for any dividend or distribution in the event of Customer going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or composition, including with any of its creditors, or otherwise in respect of its affairs, assets and/or liabilities.
5. Agrees that the Guarantor hereby provides its consent to ACCO Brands obtaining a consumer credit report containing information about it for the purpose of ACCO Brands assessing whether to accept the Guarantor as a guarantor for credit that may be applied for by Customer.
6. Agrees and acknowledges that in this Deed:

- a the term 'Guarantor' includes the respective executors, administrators and successors of the Guarantor;
- b the singular includes the plural and if there is more than one Guarantor to this Guarantee their obligations are joint and several;
- c if any provision shall at any time become void, voidable or unenforceable, the remaining provisions of this Deed shall nevertheless continue to be in full force and effect; and
- d any delay or forbearance by ACCO Brands in respect of any of its rights under this Deed does not constitute a waiver of its rights.

All Guarantors to complete details and sign below as Guarantors in the presence of an Independent Witness (**Note: witness must not be a spouse or family member**).

Signed sealed and delivered as a Deed Poll:

ALL GUARANTORS AND INDEPENDENT WITNESSES SIGN BELOW:

..... **Signature of Guarantor**
 Print Name of Guarantor
 Residential Address of Guarantor

in the presence of:

..... **Signature of Witness**
 Print Name of Witness
 Residential Address of Witness
 Date

..... **Signature of Guarantor**
 Print Name of Guarantor
 Residential Address of Guarantor

in the presence of:

..... **Signature of Witness**
 Print Name of Witness
 Residential Address of Witness
 Date

WARNING: THIS IS AN IMPORTANT DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE