



Everyday wellbeing

Directors Guarantee-To be completed by Pty Ltd Company Application

To: **BIOLIVING INTERNATIONAL PTY LTD** ACN **110543774** of **141, National Boulevard Campbellfield** Victoria,3061

IN CONSIDERATION OF BIOLIVING INTERNATIONAL PTY LTD ACN 110543774("the supplier") agreeing to supply (either now or at some future time) or to continue to supply or caused to be supplied at the supplier's cost to _____

_____ ACN _____ ("the customer") goods and/ or services on credit, the person identified below as guarantor("the guarantor") HEREBY GUARANTEES the due payment by the Customer of all monies now due and owing or which become due and owing by the Customer on any account whatsoever (including on account of goods sold, services supplied and / or work done) to the Supplier AND the Guarantor agrees:

1. That this Guarantee, unless a contrary intention appears from the context, persons is defined to include but not limited to a company, trust, partnership or incorporated association and the singular number shall include the plural and vice versa.
2. That this Guarantee:
 - 2.1. Will be continuing Guarantee
 - 2.2. Will be irrevocable irrespective of any amount or amount which may be paid to the Supplier by or on behalf of or for the credit of the Customer at any time during the continuance of any credit which may be given by the Supplier to the Customer;
 - 2.3. Shall not be determined or affected by the death, bankruptcy, liquidation, official management, administration, control or receivership (as the case may be) of the Customer;
 - 2.4. Shall remain in full force and effect until all monies owing to the supplier from time to time by the Customer have been paid or satisfied and this Guarantee has been discharged in writing by the Supplier;
 - 2.5. Shall be principal obligation and shall not be treated as ancillary to or collateral with any other obligation however created and in particular shall be independent of any other security which the supplier may hold now or in the future in respect of the monies intended to be secured by this Guarantee to the effect that this Guarantee shall be enforceable without first having recourse to any such security and without taking any steps or proceedings against the Customer regardless of whether any other security shall be in whole or in part of unenforceable by reason of any rule of law or equity and notwithstanding the loss by the Supplier of any other Security through acts or omissions on the Supplier part and;
 - 2.6. Shall be governed by the laws of the State of Victoria and each party submits to the exclusive jurisdiction of the Courts or Tribunals of Victoria for any claim or matter arising under this Guarantee.
3. The Guarantor will not, while any monies are owing to the Supplier by the Customer, claim or receive the benefit of any dividend or payment in winding up or bankruptcy of the Customer and will not prove or claim in a winding up or bankruptcy of the Customer nor in any arrangement relating to the Customer in competition with the Supplier so as to diminish any dividend or payment which but for such proof or claim the Supplier would be entitled to receive and that the receipt of any payment by the Supplier out of a winding up or bankruptcy of the Customer or any arrangement relating to the Customer shall not affect the Supplier's right to recover from the Guarantor under this Guarantee.
4. Any settlement, discharge or release between the Guarantor and the Supplier will be conditional upon no security or payment to the Supplier by the Customer or any other person being voided or reduced by virtue of any provisions or enactments relating to insolvency or bankruptcy, and the Supplier may recover the value or amount of any such security or payment so voided or reduced from the Guarantor subsequently as if that settlement, discharge or release has not occurred.
5. That the liability of the Guarantor under this Guarantee will not be impaired or discharged:
 - 5.1. By any reason of any time or other indulgence granted by the Supplier to the Customer or by any arrangement entered into whereby the Supplier's rights are in any way modified or abrogated and be given to the Guarantor;
 - 5.2. if any amounts owed by the Customer may be unrecoverable (temporarily or permanently) for any reason at all;
 - 5.3. if any change in the status or structure of the Customer occurs;
 - 5.4. by any release or compromise with the Customer or any one or more Guarantors by operation of law or otherwise; or
 - 5.5. by the omission of any name or address of any Guarantor.;
6. that the liability of the Guarantors (if more than one):
 - 6.1. is joint and/or several and every reference to the Guarantor in this Guarantee will bind each of those persons;
 - 6.2. will be effective even if any of the intended co-Guarantors have not executed the Guarantee or that the Guarantee has been held to be ineffective or unenforceable against one or more of the Guarantors.
7. The Guarantor warrants and agrees that:
 - 7.1. it will pay the Supplier for any and all of the Supplier's expenses including but not limited to any legal costs (on an indemnity basis), stamp duties and other expenses payable under this Guarantee together with any collection costs or dishonoured cheque fees incurred in connection with the enforcement of, or the preservation of any rights under this Guarantee. Such costs, duties and other expenses may be recovered as a liquidated debt; and
 - 7.2. it has made independent investigations and enquires and has not entered into this Guarantee nor executed this instrument as a result of or by reason of any promise, information, representation or statement of any kind whatsoever given by or on behalf of the



Supplier.

- 8. In the event that the whole or any part or parts of any clause in this Guarantee is judged to be unenforceable by a Court or Tribunal of competent jurisdiction then such clause or part thereof shall be to that extent severed from this Guarantee without effect to the validity and enforceability of the remainder of these clauses.
- 9. To secure payment of all monies which are or may become payable by the Guarantor to the Supplier under this Guarantee, the Guarantor hereby charges with the due payment of all those moneys all of the Guarantor's right, title and interest in all and any real property wherever located both present and future and the Guarantor consents to the Supplier lodging a caveat or caveats to protect the Supplier's interests. Upon demand by the Supplier, the Guarantor agrees to immediately execute a mortgage or other instrument in terms satisfactory to the Supplier to further secure the Guarantor's indebtedness to the Supplier. Should the Guarantor fail within a reasonable time of such demand to execute such mortgage or other instrument then the Guarantor appoints irrevocably the credit manager or duly authorized officer of the supplier to be the Guarantor's lawful attorney to execute any such mortgage or other instrument
- 10. If the whole or any part of the monies hereby secured re or may be irrecoverable from the Customer by the Supplier for any reason whatever whereby the amount thereof or resulting therefrom is not recoverable from the Guarantor as a surety, then and in each such case;
 - 10.1. the Guarantor as a separate and additional liability under this Guarantee indemnifies the Supplier in respect of the monies secured by this Guarantee;
 - 10.2. the Guarantor as a principal debtor agrees to pay the Supplier a sum equal to the amount of monies secured by this Guarantee; and
 - 10.3. for the purposes of this indemnity, this clause shall be construed as if the monies secured by the Guarantee were recoverable and the terms of this Guarantee will apply as far as possible, with any necessary changes being made.
- 11. A statement in writing signed by any director, secretary, administration manager or credit manager of the Supplier stating the amount of monies due to the Supplier by the Customer and/or the Guarantor under this Guarantee shall be sufficient and conclusive evidence of the amount of indebtedness of the Customer and/or the Guarantor to the Supplier and/or any act, matter or thing arising under this Guarantee as at the date of that statement.

Dated the _____ day of _____ 20____

1. SIGNATURE OF GUARANTOR: _____

FULL NAME AND ADDRESS: _____

SUBURB: _____ STATE: _____ P/CODE: _____

SIGNATURE OF WITNESS: _____

FULL NAME AND ADDRESS: _____

SUBURB: _____ STATE: _____ P/CODE: _____

2. SIGNATURE OF GUARANTOR: _____

FULL NAME AND ADDRESS: _____

SUBURB: _____ STATE: _____ P/CODE: _____

SIGNATURE OF WITNESS: _____

FULL NAME AND ADDRESS: _____

SUBURB: _____ STATE: _____ P/CODE: _____

3. SIGNATURE OF GUARANTOR: _____

FULL NAME AND ADDRESS: _____

SUBURB: _____ STATE: _____ P/CODE: _____

SIGNATURE OF WITNESS: _____

FULL NAME AND ADDRESS: _____

SUBURB: _____ STATE: _____ P/CODE: _____