

PERSONAL/DIRECTORS GUARANTEE AND INDEMNITY

IN CONSIDERATION of Convic Australia Pty Ltd (ACN 007 425 532) and its successors and assigns (**Convic**) granting a trading account (**Account**) to:

(ABN/ACN): _____ (**Applicant**)

each person that signs below (**Guarantor**) has agreed to provide the guarantee set out in this document on the following terms (**Guarantee**).

1. In consideration for Convic accepting the Applicant's application for an Account, each Guarantor unconditionally and irrevocably guarantees the due and punctual payment to Convic of all monies which are owing to Convic by the Applicant under or in connection with the terms and conditions attached to the application for the Account (**Terms and Conditions**) and the terms of the Account (**Guaranteed Money**).
2. Each Guarantor must on demand immediately pay to Convic an amount equal to any amount of Guaranteed Money not paid by the Applicant by the due date for payment, even if Convic has not made a demand for payment on the Applicant.
3. Each Guarantor indemnifies Convic against any and all loss or damage (including, without limitation, direct, indirect and consequential loss) which Convic suffers as a direct or indirect result of:
 - (a) the Applicant or a Guarantor failing to pay any Guaranteed Money to Convic;
 - (b) the Applicant breaching any provision of the terms of the Account, the Terms and Conditions or any other agreement with Convic; or
 - (c) any Insolvency Event (as the term is defined in the Terms and Conditions) occurring in respect of the Applicant or any other Guarantor.
4. Each Guarantor's obligations under clauses 1, 2 and 3 are that of a principal debtor and not merely as surety.
5. Each Guarantor's obligations under clauses 1, 2 and 3 and its other obligations under this Guarantee:
 - (a) are continuing obligations, separate and independent from the Guarantor's other obligations under this Guarantee;
 - (b) extend to all amounts of Guaranteed Money presently owing or owing at any time in the future; and
 - (c) remain in force until Convic notifies the Guarantor in writing of the discharge of the obligations.
6. Each Guarantor's obligations under this Guarantee are not affected by anything which might otherwise operate to release, affect or discharge them in any way (whether at law or equity).
7. Convic may enforce any right under this Guarantee regardless of whether it has made a demand on the Applicant or enforced any other security.
8. Each Guarantor cannot withdraw from, terminate or revoke this Guarantee.
9. Each Guarantor must not, without the prior written consent of Convic, prove in the insolvency of the Applicant or receive any benefit or distribution in respect of the winding up or liquidation of the Applicant.
10. Each Guarantor must not, without the prior written consent of Convic, exercise any set off or counterclaim right which could reduce or limit the amount of the Guaranteed Money payable to Convic.
11. Convic may credit any amounts it receives under this Guarantee towards the satisfaction of the Guaranteed Money in such order or priority as Convic, in its sole discretion, considers appropriate.
12. Where there is more than one Guarantor, the obligations of each Guarantor will be joint and several obligations. A Guarantor will not be released from its obligations under this Guarantee by reason of another Guarantor not signing this Guarantee, being released from liability under this Guarantee by Convic or otherwise ceasing to have obligations under this Guarantee.
13. Each Guarantor acknowledges that it expects to obtain a commercial benefit as a result of providing this Guarantee to Convic.
14. Words and expressions used in clauses 14 to 21 inclusive which are not defined in this Guarantee but are defined in the *Personal Property Securities Act 2009* (Cth) (**PPSA**) have the meaning given to them in the PPSA.
15. PPSA
 - (a) as security for the due and punctual payment to Convic of all present and future amounts payable by each Guarantor under or in connection with this Guarantee, each Guarantor grants to Convic:
 - (i) a security interest over all of their present and after acquired Personal Property; and
 - (ii) a charge over all their Other Property (which is any property other than Personal Property), including any real property they own.

- (b) Each Guarantor agrees that Convic may at any time:
 - (i) perfect its security interest under clause 14 by effecting a registration on the register against the Guarantor; and/or
 - (ii) register a caveat or other security interest over any Other Property or real property owned by the Guarantor.
 - (c) Each Guarantor agrees to promptly do all things necessary to ensure that any security interest created under this Guarantee is perfected and remains continuously perfected, Convic's priority position is preserved or secured and any defect in any security interest, including registration, is overcome.
 - (d) Each Guarantor must promptly take all reasonable steps which are prudent for its business under or in relation to the PPSA (including doing anything reasonably requested by Convic for that purpose). Without limiting the foregoing, each Guarantor must:
 - (i) create and implement appropriate policies and systems to register its own security interests; and
 - (ii) where appropriate, take reasonable steps to identify security interests in its favour and to perfect and protect them, with the highest priority reasonably available.
 - (e) Each Guarantor must indemnify, and on demand reimburse, Convic for all expenses incurred in registering a financing statement or financing change statement on the register, registering or stamping any security interest or caveat and for the enforcement of any rights arising out of Convic's security interests.
 - (f) Each Guarantor must not change its name, address or contact details without providing prior written notice to Convic and must not register a financing change statement or a change demand without the prior written consent of Convic.
 - (g) To the extent that the PPSA permits, each Guarantor waives its rights to receive a copy of any verification statement or financing change statement; to receive any notice required under the PPSA, including notice of a verification statement; to reinstate the security agreement by payment of any amounts owing or by remedy of any default; and under sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 127, 128, 129, 130, 132, 134(2), 135, 136(3), (4) and (5), 137, 142 and 143 of the PPSA.
 - (h) Each Guarantor may only disclose information or documents, including information of a kind referred to in section 275(1) of the PPSA, if Convic has given prior written consent.
16. This Guarantee is governed by the laws in force in Victoria and each Guarantor and Convic submit to the non-exclusive jurisdiction of the courts of Victoria.
17. If any provision of this Guarantee is void, unenforceable or illegal and would not be so if words were omitted, then those words are to be severed and if this cannot be done, the entire provision is to be severed from this Guarantee without affecting the validity or enforceability of the remaining provisions.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- 18. This Guarantee is additional and in conjunction with the Terms and Conditions and should be read as such.
- 19. This Guarantee shall constitute an unconditional and continuing guarantee and indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to Convic by the Applicant and all obligations herein have been fully paid, satisfied and performed.
- 20. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on Convic's part (whether in respect of the Applicant or any one or more of any other guarantor(s) or otherwise) and no failure by any named guarantor to properly execute this Guarantee shall impair or limit the liability under this Guarantee of any Guarantor. Without affecting the Applicant's obligations to Convic, each Guarantor shall be a principal debtor and liable to Convic accordingly.
- 21. If any payment received or recovered by Convic is voided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and Convic shall each be restored to the position in which they would have been had no such payment been made.
- 22. This Guarantee shall bind each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee.
- 23. The term "Guarantor" whenever used in this Guarantee shall, if there is more than one person named as guarantor, mean and refer to each of them individually and together unless the context otherwise requires.
- 24. In the event of any default of payment by the Applicant, the Guarantor hereby charges their interest in any and all land registered in their name as security for payment of monies owing pursuant to this Guarantee to Convic, and hereby agrees that Convic may register a caveat over any and all land registered in their name.
- 25. The above information is to be used by Convic for all purposes in connection with Convic considering this guarantee and the subsequent enforcement of the same.

Privacy Acknowledgement and Consent:

I/we acknowledge and give consent to Convic:

- (a) making enquiries about me/us with, and collecting my/our personal information including credit related personal information from, a credit reporting body for the purposes of assessing my/our application to be guarantor/s;
- (b) using and/or disclosing my/our personal information including credit related personal information obtained as a result of or in connection with such enquiries and collection for the purposes of assessing my/our application to be guarantor/s;
- (c) disclosing my/our personal information including credit related personal information to a credit reporting body in connection with this application to be, or the acceptance of me/us as, guarantor/s. This may include disclosure of information about my/our failure to make a payment in accordance with my/our obligations as guarantor/s; and
- (d) otherwise collect, hold, use and disclose my/our personal information as set out in the:
 - (i) Privacy Policy of Convic, which I/we have read and understood; and
 - (ii) Privacy Acknowledgement and Consent contained in the application for the Account, a copy of which I/we have read and understood.

Executed as a deed.

Date:

GUARANTOR-1

SIGNED, SEALED AND DELIVERED BY:

SIGNATURE OF GUARANTOR: _____

FULL NAME OF GUARANTOR: _____

PRESENT ADDRESS: _____ SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____ OCCUPATION: _____

EXECUTED as a Deed this day of 20

GUARANTOR-2

SIGNED, SEALED AND DELIVERED BY:

SIGNATURE OF GUARANTOR: _____

FULL NAME OF GUARANTOR: _____

PRESENT ADDRESS: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____ OCCUPATION: _____

- Note:
- 1. If the Customer is a sole trader or partnership the guarantor(s) should be some other suitable person(s).
 - 2. If the Customer is a club or incorporated society the guarantor(s) should be the president and secretary or other committee member.

WARNING: THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING IT