

The GNS Group of Entities



Deed of Guarantee and Indemnity Please read carefully

This Deed of Guarantee and Indemnity is to be read with the Application for Credit Account and Terms and Conditions.

This is an important legal document. You should obtain legal advice before signing this document.

BETWEEN

The following entities and their registered business names are defined as “GNS”, “we” or “us”:

Arakella Pty Ltd ACN 003 907 319 as trustee for the GNS Trading Trust ABN 96 254 361 926 trading as:

GNS Wholesale Stationers; and

WA Stationery Office Product Wholesalers.

AND

Satex Holdco Pty Ltd ACN 623 039 298 trading as **Satex Distributors;**

FEC Holdco Pty Ltd ACN 623 039 387 trading as **Filing Efficiency Centre.**

AND

(Full name of Guarantor 1)

of

(Address)

(Phone)

(Mobile)

(Fax)

(Email)

AND

(Full name of Guarantor 2)

of

(Address)

(Phone)

(Mobile)

(Fax)

(Email)

("Guarantor")

The Guarantor acknowledges that GNS is relying upon this Guarantee when extending credit and supplying Goods and Services to:

Customer's name, registered business name, names of each partner in a partnership

ABN, ACN

("Customer")

The supply of Goods and Services (including Goods and Services already supplied or to be supplied from time to time hereafter) is made pursuant to the Customer's Application for Credit and GNS' Terms and Conditions.

The Guarantor jointly and severally states:

1. Guarantee

- 1.1. The Guarantor hereby guarantees to GNS, by way of continuing obligation, the performance, observance and fulfilment of any and all of the Customer's obligations, including but not limited to the making of all payments for Goods and Services already supplied or to be supplied to the Customer.
- 1.2. This guarantee is by way of deed and is a continuing guarantee to GNS for the whole of the Customer's present or future indebtedness or liability in respect of Goods and Services supplied by GNS to the Customer.
- 1.3. In the event of any default in payment by the Customer, the Guarantor will pay immediately on demand the whole of the Customer's indebtedness or liability to GNS without GNS first having to proceed against the Customer and without set-off or deduction.

2. Indemnity

The Guarantor hereby indemnifies GNS and keeps GNS indemnified for all damages, costs, losses and expenses that GNS may suffer or incur as a result of:

- (i) any breach or non-observance by the Customer of its obligations under the Terms and Conditions;
- (ii) any breach of this Deed by the Customer.

3. All amounts

This guarantee and indemnity extends to the whole of the Customer's indebtedness or liability to GNS and includes all interest, debt collection agency fees and commission, legal costs for breach of the Agreement (on an indemnity basis) and service charges on overdue amounts.

4. Charge

- 4.1. As security for the due performance of its obligations under this Deed, the Guarantor hereby charges in favour of GNS all of its right, title and interest in all real and personal property owned or held by the Guarantor now or in the future with payment of all moneys which are or may become due under this Deed.
- 4.2. The Guarantor hereby consents to GNS lodging a caveat or other security interest over its, his or her real or personal property to give effect to its charge and the Guarantor will reimburse GNS for all costs and expenses incurred in lodging such caveat or other security interest.

5. Release

- 5.1. This guarantee and indemnity will continue until GNS releases the Guarantor in writing, even if the Guarantor is no longer a director, shareholder, employee or owner of the Customer, as the case may be.
- 5.2. The Guarantor accepts that the release will be at GNS's discretion and will not occur while the Customer remains indebted to GNS or until a suitable replacement Guarantor has executed their own guarantee and indemnity.

6. Legal action

- 6.1. GNS has the right to proceed against the Guarantor under this guarantee and indemnity upon the default, refusal or inability of the Customer to make payment to GNS or fulfill any obligations under the Agreement.
- 6.2. GNS's right to proceed is not prejudiced by the fact that the Guarantor was not given notice of any neglect or omission on the Customer's part to make payment to GNS or fulfill any obligations under the Agreement.

7. Joint and Several Liability

- 7.1. Where there is more than one Guarantor, each will be bound to this guarantee and indemnity jointly and severally.
- 7.2. GNS may enforce this guarantee and indemnity against each of the Guarantors for the full amount of the debt without prejudice against GNS's rights against the other Guarantor.

8. Insolvency

- 8.1. This guarantee and indemnity continues to apply and the Guarantor remains liable to GNS even if the Customer becomes bankrupt, a petition is presented for an order winding up the Customer, or a liquidator, receiver or voluntary administrator is appointed to the Customer or any part of its assets.
- 8.2. Any payment made by or on behalf of the Customer which is later repaid by GNS to a bankruptcy trustee or liquidator as a preference payment shall be deemed not to discharge the Customer's liabilities to GNS and GNS' rights under this guarantee and indemnity are restored as if the Customer's payment had not been made.
- 8.3. A preference payment referred to above may be made as a result of a Court Order, Judgment, demand or by way of settlement of a claim or potential claim for a preference payment.

9. General

- 9.1. The Guarantor acknowledges and warrants that:
 - (a) It, he or she has obtained their own independent legal advice or had the opportunity to obtain such advice in relation to this guarantee and indemnity.
 - (b) It, he or she has not relied on any representation, warranty or undertaking of any kind made by or on behalf of GNS.
 - (c) It, he or she enters into this guarantee and indemnity fully and voluntarily on its, his or her own information investigations and enquiries, including independent enquiries made with the Customer.

10. Severability

It is agreed that if any provision of this guarantee and indemnity is unenforceable, such provision is severable and its unenforceability will not impact any other part or provision of this guarantee and indemnity.

11. Entire agreement

This guarantee and indemnity constitutes the entire guarantee and indemnity between GNS and the Guarantor.

12. Jurisdiction

- 12.1. The parties agree to submit to the jurisdiction of the courts of New South Wales.
- 12.2. Notwithstanding clause 12.1, GNS shall have the exclusive right to nominate another jurisdiction in which any legal action is to be commenced and conducted.

13. Interpretation

In this guarantee and indemnity, unless the context requires otherwise:

- (a) words importing the singular include the plural and vice versa;
- (b) references to any documents (including this guarantee and indemnity) include references to that document as amended, consolidated, supplemented, novated or replaced;
- (c) references to paragraphs, clauses, recitals and schedules are references to paragraphs and clauses of, and recitals to this Deed;
- (d) headings are for convenience only and must be ignored in construing this guarantee and indemnity; and
- (e) references to any person or any party include references to its respective successors, permitted assigns and substitutes, executors and administrators.

EXECUTED AS A DEED.

SIGNED, SEALED AND DELIVERED by the Guarantor 1 in the presence of:

Signature of witness

Name of witness (please print)

Address of Witness

Signature of Guarantor

Name of Guarantor (please print)

Address of Guarantor

SIGNED, SEALED AND DELIVERED by the Guarantor 2 in the presence of:

Signature of witness

Name of witness (please print)

Address of Witness

Signature of Guarantor

Name of Guarantor (please print)

Address of Guarantor