

1 ACKNOWLEDGEMENT

1.1 I am a director of the company identified on the cover page of this Application for Credit as the Applicant.

1.2 If credit is provided by Nine, I acknowledge that this Guarantee and Indemnity will form part of an advertising agreement the provisions of which include each applicable [Standard Terms and Conditions of Advertising](#) and all other Sections of the application which apply to the Applicant ("the Advertising Agreement"). These documents together constitute the entire agreement and cannot be varied without the written consent of Nine and the Applicant.

1.3 I acknowledge and represent that in relation to this Guarantee and Indemnity I have (a) had a reasonable opportunity and time to obtain independent legal advice before signing this Guarantee and Indemnity (b) read and understood its terms and have not relied on any representation, understanding or agreement not set out in this Guarantee and Indemnity; and (c) the power and authority to enter into and give effect to this Guarantee and Indemnity.

1.4 To the extent that my obligations under this Guarantee and Indemnity are to persons and entities other than Nine, Nine has sought and obtained this Guarantee as agent for and on behalf of those persons and entities and holds the benefit of this Guarantee on trust for those other entities and persons. It is further agreed that Nine may enforce this Guarantee for and on behalf of those persons and entities and for their benefit and that those persons and entities may plead this Guarantee in answer to any claim made by me against them.

1.5 Nine is authorised to make enquires at any time during the term of this Guarantee and Indemnity with any credit reporting agency and/or my bank to obtain an opinion on my credit worthiness and to disclose any personal information and any other information relevant for the purpose of determining my ability to perform under the terms of this Guarantee and Indemnity and to pay any amounts due and owing or which may become due to Nine by the Applicant.

2 GUARANTEE AND INDEMNITY

2.1 I jointly and severally and unconditionally and irrevocably guarantee the due and punctual performance by the Applicant of all its obligations under the Advertising Agreement.

2.2 As a separate undertaking, I indemnify Nine against all liability and loss resulting from, and any cost, charges or expenses incurred in connection with, any obligations under the Advertising Agreement not being discharged for any reason or not being enforceable against or recoverable from the Applicant.

2.3 This Guarantee and Indemnity imposes continuing obligations and shall remain in full force and effect (including in the event of my death) until all outstanding amounts are paid to Nine and is not discharged by any one payment.

2.4 I waive any right I may have to require Nine to commence proceedings or enforce its rights against the Applicant before claiming under this Guarantee and Indemnity.

2.5 I agree to pay or reimburse Nine on demand for all of its costs, charges and expenses (including legal costs and expenses on a full indemnity basis) in connection with enforcing its rights under the Advertising Agreement against the Applicant and under this Guarantee and Indemnity against me.

2.6 Any payments received by Nine from the Applicant or any liquidator of the Applicant shall be applied by Nine as payment in gross and any right of subrogation to Nine which I may have against the Applicant or liquidator shall not arise until Nine has received the full amount of its claims against it, and this Guarantee and Indemnity shall be a security to Nine for the payment of any balance that may remain owing.

2.7 I agree that my liability under this Guarantee and Indemnity is absolute and unconditional and is not discharged, reduced or otherwise adversely affected by anything which might release, exonerate or otherwise affect me or the Applicant at law or in equity, including, but not limited to, any one or more of the following:



Directors Guarantee & Indemnity for the benefit of Nine

(a) Nine granting time or other indulgence to, compromising with or partially releasing or discharging in any way the Applicant or any other guarantor; (b) the liability of any signatory of this document; (c) laches, acquiescence, delay, acts or omissions on the part of Nine; (d) any variation or novation of a right of Nine; (e) any alteration of the Advertising Agreement with or without the consent of the directors of the Advertiser; and (f) the invalidity or unenforceability of an obligation or liability of a person apart from me.

2.8 I, as the Applicant, hereby grant an equitable charge over all my/our real and personal property wheresoever situated and I/We hereby acknowledge this document creates a caveat able interest in favour of Nine in such freehold real estate which can be protected by the lodgment of a caveat document by Nine over all titles of mine/ours to such real and personal property and the lodgment of such caveat shall not be challenged by me/us in any manner whatsoever. If required by Nine, I hereby agree to provide a statutory declaration including details of my real and personal assets and liabilities.

3 ASSIGNMENT

3.1 I acknowledge and agree that: (a) this Guarantee and Indemnity is not assignable by me, and (b) Nine may assign the benefit and its rights under this Guarantee and Indemnity, and such benefits and rights will be assigned automatically to the relevant assignee in the event that Nine assigns the Advertising Agreement.

4 GENERAL

4.1 All notices, requests, or other communications to or by a party to this Guarantee shall be in writing addressed to the parties shown in this guarantee or such other addresses as they may have notified the sender in writing and deemed to have been duly given or made in the case of delivery in person or by post, within two days of dispatch of the letter.

4.2 This document is governed by the laws of New South Wales and the Applicant submits to the exclusive jurisdiction of New South Wales courts (or such other courts nominated by Nine in its absolute discretion). If any provision of this guarantee is in whole or in part void or unenforceable for any reason, the relevant provision or part will be severed so as to preserve the remainder.

Applicant Details/ Name of Applicant:

Name of Director (block letters) Directors Signature Date

Name of Director (block letters) Directors Signature Date

Executed as a Deed and Signed Sealed and Delivered on the day of 20

Name of Guarantor (block letters) Guarantor Signature Residential Address

Name of Guarantor (block letters) Guarantor Signature Residential Address

Name of Witness (block letters) Witness Signature Residential Address