

Privacy Notice: TCP collects, holds, uses and discloses personal information, including credit related personal information, in accordance with its APP privacy policy and credit reporting privacy policy (**Relevant Privacy Policies**) available on TCP's website at www.tillys.com.au/privacy.

This Application must be completed in full with no alterations or deletions. Any such alterations or deletions may void the application and a new Application will have to be completed if requested by TCP.

By signing this Application the signatory or signatories, for and on behalf of the Customer (except in relation to item 6 below):

1. applies for an account with TCP on the terms contained in this Application and acknowledges and agrees that if an account is approved, the terms and conditions attached to this Application (which include security provisions) (**Terms and Conditions**) will govern and be applicable to the supply of any goods or services by TCP to the Customer;
2. acknowledges and agrees that all statements and representations made by or on behalf of the Customer in this Application and any other information given in support of this Application are true and complete in every detail;
3. warrants that it is, the Customer is and each director/partner/proprietor referred to in this Application is solvent and can each pay their respective debts as and when due and no steps have been taken to place any of them in bankruptcy, voluntary administration, liquidation, receivership or receivership and management and it will promptly notify TCP of any material changes to the Customer or its financial position;
4. agrees that the Customer will inform TCP of any changes in ownership, proprietorship, control, structure or management of the Customer or part thereof and that if there is any such change, TCP may require that a new application be made by the Customer and a new account opened;
5. acknowledges and warrants that it has read and understood this document (including the attached Terms and Conditions) and that it has been advised and been given a reasonable opportunity to seek independent legal advice;
6. acknowledges and warrants that it is authorised on behalf of the Customer to complete and sign this Application and to bind the Customer in contract and each person placing an order with TCP on behalf of the Customer will be duly authorised to act on behalf of the Customer and to place the relevant order;
7. acknowledges and agrees that:
 - (a) completing and submitting this Application does not infer that an account will be granted by TCP and that TCP reserves the right to refuse an application for an account without explanation; and
 - (b) TCP may in its absolute discretion suspend, withdraw, vary or terminate the account or trading limit;
8. acknowledges and agrees that the signatory or signatories have read and understood the Relevant Privacy Policies and:
 - (a) authorises TCP to make such enquiries, as it deems necessary, about the signatory or signatories and their consumer and/or commercial credit history, for the purpose of assessing or otherwise in connection with this Application (including to investigate the credit worthiness of the signatory or signatories) from time to time, including (but not limited to) the making of enquiries with persons nominated in this Application as trade references or bankers, and any (other) credit provider or a credit reporting body (such as Dun & Bradstreet (Australia) Pty Ltd and Veda Advantage Information Services and Solutions Limited) (the **Information Sources**);
 - (b) authorises the Information Sources to disclose to TCP personal information about the signatory or signatories which is within the possession of the Information Sources and which is requested by TCP;
 - (c) agrees that the personal information provided in, or otherwise obtained by TCP in connection with, this Application may be disclosed to a credit reporting body or any of the other Information Sources; and
 - (d) otherwise consents to the collecting, holding, using and disclosing of their personal information including credit related personal information as set out in the Relevant Privacy Policies and the Privacy Acknowledgement and Consent contained in section 10 of this Application.
9. In consideration of TCP granting an account to the Customer in accordance with this Application, the Customer undertakes to pay all amounts owing to TCP in accordance with the Terms and Conditions attached to this Application.

10. **Privacy Acknowledgement and Consent**

In providing an account and/or its goods and/or services TCP may collect, hold, use and disclose personal information, including credit related personal information, in accordance with the Relevant Privacy Policies. The Relevant Privacy Policies set out how TCP will collect, hold, use, disclose and otherwise manage personal information, including credit related personal information, in accordance with the Privacy Act 1988 (Cth) (**Privacy Act**), the 13 Australian Privacy Principles (**APPs**) in the Privacy Act and the Credit Reporting Code implemented pursuant to the Privacy Act (**CR Code**).

The individual(s) about whom TCP may need to collect, hold, use and disclose personal information may include the Customer or the Customer's director(s) or any other individuals relevant to the Customer's application including but not limited to signatories of this form (**Relevant Individuals**). In particular TCP may require personal information about Relevant Individuals for the purposes set out in the Relevant Privacy Policies, including the purposes of assessing this Application or any other applications for an account or whether to accept a Relevant Individual as a guarantor. This may include TCP collecting a Relevant Individual's personal information from, or disclosing a Relevant Individual's personal information to a credit reporting body or other Information Source (including information about the failure to make a payment in accordance with the Terms and Conditions). This may result in a credit reporting body including the personal information and credit related personal information disclosed to it by TCP about a Relevant Individual in reports that are then provided to other credit providers for the purposes of those providers assessing a Relevant Individual's credit worthiness.

TCP may also disclose a Relevant Individual's personal information to the Customer or the Customer's or TCP's related bodies corporate, professional advisors, business partners, contractors, consultants, insurers, third party service providers that assist

TCP or the Customer with the provision or management of goods and/or services and/or administrative requirements, other credit providers, debt collection and recovery service providers, guarantors or prospective guarantors, entities that may have an interest in TCP, regulatory bodies and any other person or entity set out in the Relevant Privacy Policies or otherwise authorised by the Relevant Individual or law.

If a Relevant Individual does not provide the personal information as requested, TCP may not be able to consider the application for an account, provide an account to the Customer or otherwise provide goods or services to the Customer. Relevant Individuals who have any concerns about TCP's handling of their personal information, including credit related personal information, can direct those concerns to the Financial Controller of Tilly's Crawler Parts Pty Ltd, in accordance with the Relevant Privacy Policies. The Relevant Privacy Policies contain details of how Relevant Individuals can request access to, or correction of, personal information held about them by TCP, or otherwise make complaints or inquiries with respect to the handling of their personal information by TCP.

The Relevant Individuals acknowledge and give consent to:

- (a) TCP making enquiries with the Information Sources, and collecting their personal information including credit related personal information, for the purposes of assessing this Application;
- (b) TCP using and/or disclosing their personal information, including credit related personal information, obtained as a result of or in connection with enquiries made for the purposes of assessing this Application; and
- (c) TCP collecting, holding, using and/or disclosing personal information, including credit related personal information, otherwise in accordance with the Relevant Privacy Policies, the Privacy Act, the APPs, CR Code or other applicable law.

SIGNED for and on behalf of the Customer by its duly authorised representative:

Signature of authorised representative

Name of authorised representative

By signing this Application the signatory warrants that they have the power and authority to enter into this agreement on behalf of the Customer.

Position Title

Date

SIGNED for and on behalf of the Customer by its duly authorised representative:

Signature of authorised representative

Name of authorised representative

By signing this Application the signatory warrants that they have the power and authority to enter into this agreement on behalf of the Customer.

Position Title

Date



GUARANTEE

In consideration of Tilly's Crawler Parts Pty Ltd (ACN 673 487 431) (TCP) granting a trading account (Account) to

(A.C.N.)

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

- (a) In consideration for TCP accepting the Applicant's application for an Account, each Guarantor unconditionally and irrevocably guarantees the punctual payment of all money owing to TCP 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**).
- (b) Each Guarantor must on demand immediately pay to TCP an amount equal to any amount of Guaranteed Money not paid by the Applicant by the due date for payment, even if TCP has not made a demand for payment on the Applicant.
- (c) Each Guarantor indemnifies TCP against any and all loss or damage (including, without limitation, direct, indirect and consequential loss) which TCP suffers as a direct or indirect result of:
 - (i) the Applicant or a Guarantor failing to pay any Guaranteed Money to TCP;
 - (ii) the Applicant breaching any provision of the terms of the Account, the Terms and Conditions or any other agreement with TCP; or
 - (iii) any Insolvency Event (as that term is defined in the Terms and Conditions) occurring in respect of the Applicant or any other Guarantor.
- (d) Each Guarantor's obligations under clauses (a), (b) and (c) are that of principal debtor and not merely as surety.
- (e) Each Guarantor's obligations under clauses (a), (b) and (c) and its other obligations under this Guarantee:
 - (i) are continuing obligations, separate and independent from the Guarantor's other obligations under this Guarantee;
 - (ii) extend to all amounts of Guaranteed Money presently owing or owing at any time in the future; and
 - (iii) remain in force until TCP notifies the Guarantor in writing of the discharge of the obligations.
- (f) 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).
- (g) TCP may enforce any right under this Guarantee regardless of whether they have made a demand on the Applicant or enforced any other security.
- (h) Each Guarantor cannot withdraw from, terminate or revoke this Guarantee.
- (i) Each Guarantor must not, without the prior written consent of TCP, prove in the insolvency of the Applicant or receive any benefit or distribution in respect of the winding up or liquidation of the Applicant.
- (j) Each Guarantor must not, without the prior written consent of TCP, exercise any set off or counterclaim right which could reduce or limit the amount of the Guaranteed Money payable to TCP.
- (k) TCP may credit any amounts it receives under this Guarantee towards the satisfaction of the Guaranteed Money in such order or priority as TCP, in its sole discretion, considers appropriate.
- (l) 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 TCP or otherwise ceasing to have obligations under this Guarantee.
- (m) Each Guarantor acknowledges that it expects to obtain a commercial benefit as a result of providing this Guarantee to TCP.
- (n) Words and expressions used in clauses (o) to (v) 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.
- (o) As security for the due and punctual payment to TCP of all present and future amounts payable by each Guarantor under or in connection with this Guarantee, each Guarantor grants to TCP:
 - (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.
- (p) Each Guarantor agrees that TCP may at any time:
 - (i) perfect its security interest under clause (o) 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.
- (q) 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, TCP's priority position is preserved or secured and any defect in any security interest, including registration, is overcome.
- (r) 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 TCP 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.
- (s) Each Guarantor must indemnify, and on demand reimburse, TCP 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 TCP's security interests.
- (t) Each Guarantor must not change its name, address or contact details without providing prior written notice to TCP and must not register a financing change statement or a change demand without the prior written consent of TCP.
- (u) 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.
- (v) Each Guarantor may only disclose information or documents, including information of a kind referred to in section 275(1) of the PPSA, if TCP has given prior written consent.
- (w) This Guarantee is governed by the laws in force in Queensland and each Guarantor and TCP submit to the non exclusive jurisdiction of the courts of Queensland.

(x) 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.

(y) **Privacy Acknowledgement and Consent:**

I/we acknowledge and give consent to TCP:

- (i) 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;
- (ii) 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;
- (iii) 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
- (iv) otherwise collect, hold, use and disclose my/our personal information, including credit-related personal information, as set out in the:
 - (A) AAP privacy policy and credit reporting policy of TCP; and
 - (B) the Privacy Acknowledgement and Consent contained in section 10 of the application for the Account.

Date:

Signed by:

In the presence of:

Signature of Guarantor

Signature of Witness

Name of Guarantor *(please print)*

Name of witness *(please print)*

Signed by:

In the presence of:

Signature of Guarantor

Signature of Witness

Name of Guarantor *(please print)*

Name of witness *(please print)*

Signed by:

In the presence of:

Signature of Guarantor

Signature of Witness

Name of Guarantor *(please print)*

Name of witness *(please print)*