

TERMS OF GUARANTEE AND INDEMNITY

In consideration of Onetrak Pty Ltd agreeing at the request of (full names of all guarantors)

.....(the "Guarantor")
to commence or to continue to supply goods and services to the Applicant named in this Application for Credit or otherwise from time to time on the terms and conditions imposed from time to time by Onetrak Pty Ltd on the Applicant, the Guarantor (jointly and severally if more than one) agrees with Onetrak Pty Ltd as follows:

- I. The Guarantor irrevocably and unconditionally guarantees to Onetrak Pty Ltd the due and punctual payment for all goods and services that it may from time to time supply to the Applicant. If the Applicant does not pay any monies to Onetrak Pty Ltd when due the Guarantor, upon Onetrak Pty Ltd's demand, must immediately pay the same Onetrak Pty Ltd free and clear of any set off or deduction.
- II. The guarantee and indemnity is for the whole of the indebtedness arising out of this Application for Credit and is enforceable without prior demand including penalties and costs incurred under clause 4 of this Application.
- III. The guarantee and indemnity shall be a continuing guarantee and indemnity for the purpose of securing payment in full and compliance by the Applicant with its obligations to the Onetrak Pty Ltd ("the guaranteed obligations") and shall continue until satisfaction notwithstanding any of the following:
 - IV. any other guarantee or any assurance of any kind whether presently existing or not;
 - V. any release, variation, exchange, renewal or modification or any other dealing with or in relation to any of the guaranteed obligations;
 - VI. any time or any other indulgence given to the Applicant or any other person;
 - VII. the fact that any of the guaranteed obligations or any part of them may not be or may cease to be enforceable or recoverable or that the Applicant may be discharged from any or all of its obligations to make payment for any other reason than that payment has been made;
 - VIII. the death, lunacy, incapacity, insolvency or bankruptcy of any individual guarantor or the liquidation of any corporate guarantor;
 - IX. the fact that the Applicant may enter into transactions with or incur obligations without the consent of or notice to the guarantor;
 - X. any change in the membership of any partnership or firm of which the Applicant is a member or the death, insolvency, liquidation or bankruptcy of the Applicant;
 - XI. any person, firm or corporation giving any guarantee or any guarantor who or which ought to have become a guarantor failing to do so;
 - XII. any security held or taken at any time being void, defective or unenforceable.

No sum or sums of money received for the creditor on any account of the Applicant or any guarantor which may in any administration in insolvency of the affairs of the Applicant or the guarantor be paid, repaid or reimbursed to any liquidator, receiver, official manager, trustee in bankruptcy or other person shall be considered as ever being received nor shall any such sum discharge or diminish the liability under this guarantee and indemnity.



ABN: 99 119 129 761

APPLICATION FOR CREDIT 30 DAYS TRADE ACCOUNT

It is agreed that Onetrak Pty Ltd may seek from a credit reporting agency a credit report containing personal information about any guarantor to assess the person as a guarantor for credit applied for or to be provided by Onetrak Pty Ltd. The guarantor agrees that if the Application for Credit is approved this agreement remains in force until the credit facility covered by the Application ceases.

SIGNED on behalf of the Guarantor

Signature 1:	Signature of Witness:
_____	_____
Print Name:	Print Name:
_____	_____
Position:	Date:
_____	_____
Date:	

SIGNED on behalf of the Guarantor

Signature 1:	Signature of Witness:
_____	_____
Print Name:	Print Name:
_____	_____
Position:	Date:
_____	_____
Date:	
