

**Director’s Guarantee And Indemnity
for the benefit of Nine**

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 Nine’s Standard Terms and Conditions and all other Sections of the application which apply to the Applicant (“the Advertising Agreement”).

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.

2 GUARANTEE AND INDEMNITY

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

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.

DIRECTOR
Name of Director (block letters):
Signature of Director:
Address of Director:
Date:

WITNESS
SIGNED SEALED AND DELIVERED as a Deed by the director named opposite in the presence of – Name of Witness
Signature of Witness :
Address of Witness:
Date: