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## PERSONAL GUARANTEE AND INDEMNITY

IN CONSIDERATION of I & S Jubbs T/A Viscom Pty Ltd and its successors and assigns ("the Seller")  
at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to  
\_\_\_\_\_ ("the Buyer")

Ph: 07 3200 3622.  
Fx: 07 3200 3611.

I/WE UNCONDITIONALLY AND IRREVOCABLY:

1. GUARANTEE the due and punctual payment to the Seller of all moneys which are now owing to the Seller by the Buyer and all further sums of money from time to time owing to the Seller by the Buyer in respect of goods and services supplied or to be supplied by the Seller to the Buyer or any other liability of the Buyer to the Seller, and the due observance and performance by the Buyer if all its obligations contained or implied in any contract with the Seller. If for any reason the Buyer does not pay any amount owing to the Seller the Guarantor will immediately on demand pay the relevant amount to the Seller.
2. HOLD HARMLESS AND INDEMNIFY the Seller on demand as the separate obligation against any liability (including but not limited to damages costs losses and legal fees (as defined hereunder in paragraph b hereof) incurred by or assessed against the Seller in connection with:
  - a.) the supply of goods and/or services to the Buyer; or
  - b.) the recovery of money's owing to the Seller by the Buyer including the enforcement of this Guarantee, and including but not limited to EC Credit Control Pty Limited's costs of collection and legal costs calculated on a solicitor and own client basis; or
  - c.) moneys paid by the Seller with the Buyers consent in settlement of a dispute that arises or result from a dispute between, the Seller, the Buyer, and a third party or any combination thereof, over the supply of goods and/or services by the Seller to the Buyer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the Seller by the Buyer and all obligations herein have been fully paid satisfied and performed.
4. No Guarantee of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Seller's part (whether in respect of the Buyer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Buyers obligations to the Seller, each Guarantor shall be a principal debtor and liable to the Seller accordingly.
5. If any payment received or recovered by the Seller is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Seller shall each be restored to the position in which they would have been has no such payment been made.
6. This Guarantee and Indemnity shall bin each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee and Indemnity.
7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and both of them together unless context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
8. I/we have been advised to obtain independent legal advise before executing this Guarantee but have either waived or declined to take independent legal advice. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Buyer to the Seller.
9. The above information is to be used by the Seller for all purposes in connection with the Seller considering this Guarantee and the subsequent enforcement of the same.
10. I/we irrevocably authorize the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes. I/we further irrevocably authorize the Seller to provide to any third party, in response to credit references and enquires about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealing that I/we may have with the Seller as a result of this Guarantee being auctioned by the Seller.

GUARANTOR – 1

FULL NAME: \_\_\_\_\_ SIGNED: \_\_\_\_\_

PRESENT ADDRESS: \_\_\_\_\_

NAME OF WITNESS: \_\_\_\_\_ SIGNED: \_\_\_\_\_

PRESENT ADDRESS: \_\_\_\_\_

Executed as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

GUARANTOR – 2

FULL NAME: \_\_\_\_\_ SIGNED: \_\_\_\_\_

PRESENT ADDRESS: \_\_\_\_\_

NAME OF WITNESS: \_\_\_\_\_ SIGNED: \_\_\_\_\_

PRESENT ADDRESS: \_\_\_\_\_

Executed as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

- Note:
1. If the Buyer is a sole trader or partnership the guarantor(s) should be some other suitable person(s).
  2. If the Buyer is a club or incorporated society the guarantor(s) should be the president and secretary or other committee member.