

## GUARANTEE AND INDEMNITY

United Card Services Pty Ltd (ACN120 422 442) of 600 Glenferrie Road, Hawthorn, Victoria 3122 (United Card)

### 1) Interpretation

In this guarantee and indemnity unless the context otherwise requires:

- a) the expression **Guarantor** is all of the persons named as Guarantor jointly and each of them severally;
- b) words importing the singular include the plural and vice versa; and
- c) words importing a gender include any gender.

### 2) Consideration

The Guarantor gives this guarantee and indemnity in consideration of United Card agreeing to enter into Commercial Credit Application with (**Purchaser**) (**Contract**), supplying or continuing to supply the Purchaser with goods and services on credit at the Guarantor's request.

### 3) Guarantee

3.1 The Guarantor irrevocably and unconditionally guarantees to United Card:

- (a) the due and punctual payment of all monies which the Purchaser must pay under the Contract and under any other account, including all monies which the Purchaser must pay due to any default;
- (b) the performance and observance of all terms and conditions of the Contract by the Purchaser, and
- (c) if at any time the Purchaser defaults in the payment of any monies or compliance with any of the terms and conditions under the Contract then the Guarantor must on demand pay all monies payable by the Purchaser or comply with those terms and conditions or both.

3.2 This guarantee and indemnity is a continuing guarantee and indemnity and will not be considered as wholly or partially satisfied or discharged by any money which may at any time or times in the future be received or applied by United Card to the credit of any account of the Purchaser or the Guarantor, or deemed to be held on trust by the Purchaser for United Card, and will be available as a guarantee and indemnity for the whole of the sums referred to in clauses 3 and 4 of this guarantee and indemnity.

3.3 This guarantee and indemnity is without prejudice to and will not be affected by nor will the rights or remedies of United Card against the Guarantor be in any way prejudiced or affected by any act, matter, or thing (including any indulgence, variation or alteration in relation to the Contract) which under the law relating to sureties would or might but for this provision release the Guarantor from all or any part of the Guarantor's obligations contained in this guarantee and indemnity

### 4) Indemnity

As a separate and independent obligation from clause 3, the Guarantor irrevocably and unconditionally indemnifies United Card and will keep United Card indemnified against all losses, damages, penalties, costs, charges and expenses which United Card may incur or suffer because of:

- a) any default by the Purchaser in the payment of any monies under the Contract;
- b) any default by the Purchaser in the performance and observance of any of the terms and conditions of the Contract; and
- c) United Card not being able to recover all of the monies from the Purchaser or enforce all of the Purchaser's obligations under the Contract for any reason, whether or not United Card or the Guarantor knew or should have known about the circumstance that gives rise to a claim under this clause 4.

### 5) Joint and Several Liability

#### 5.1 Jointly and severally

Where the Guarantor consists of more than one person, the Guarantor's obligations in this guarantee and indemnity will bind all those persons jointly and severally.

#### 5.2 Guarantee and indemnity binding

This guarantee and indemnity binds each of the persons who execute the guarantee and indemnity as a Guarantor even if:

- a) any one or more of the other persons named as a Guarantor do not execute this guarantee and indemnity; or
- b) execution by one or more of those other persons is or becomes void, voidable, illegal or unenforceable.

### 5.3 United Card's rights

United Card may enforce its rights under this guarantee and indemnity and proceed against any one or more of the persons named as Guarantor in the manner, order and at the times United Card determines in its discretion. United Card is not required to enforce its rights or proceed against all the persons named as the Guarantor.

### 5.4 Notices

A notice given by United Card to any one Guarantor is to be considered to have been given to all of the persons named as the Guarantor.

## 6) Charge

- 6.1 The Guarantor charges in favour of United Card all of their estate and interest in any real and personal property (whether held in their own right or in their capacity as trustee) they own at present or later acquire and wherever situated.
- 6.2 The Guarantor warrants that they understand the significance of this clause 6 and have either sought legal advice or made reasonable enquires as to its effect.

## 7) General

### 7.1 Further assurances

Each party must promptly execute all documents and do all things necessary or desirable to give full effect to the arrangements contained in this guarantee and indemnity.

### 7.2 Governing law and jurisdiction

- a) This guarantee and indemnity is governed by the laws of Victoria.
- b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.