

## PERSONAL GUARANTEE INDEMNITY AND CHARGE

In consideration of Emblem Foods Pty Ltd (trading as Frank Mason & Associates) (A.C.N. 007 095 874) or any of its subsidiaries in existence now or in the future (hereafter referred to as "the Company") at the request of the undersigned Guarantors having agreed to supply the Customer described below (hereinafter called "the Customer") with goods or services or both goods and services from time to time and extending credit to the Customer and/or in consideration of the Company in compliance with a further request which we hereby make forbearing to immediately sue the Customer for any monies now due owing or remaining unpaid by the Customer to the Company (if any) we the parties described below as the Guarantors HEREBY JOINTLY AND SEVERALLY GUARANTEE to the Company as follows:-

1. To be answerable and responsible to the Company and guarantee to the Company as a continuing obligation the due payment by the Customer for all such goods and services as the Company may heretofore have supplied or which the Company may hereafter from time to time at the Customer's request supply to the Customer (notwithstanding that the Guarantors shall not have notice of any neglect or omission on the Customer's part to pay for such goods or services or both) according to the terms agreed upon between the Company and the Customer.
2. That the Company may at any time or times in its absolute discretion and without giving any notice whatsoever to the Guarantors refuse further credit or supplies of goods or services to the Customer and grant to the Customer any time or other indulgence and compound with the Customer without discharging or impairing the Guarantor's liability under this Guarantee Indemnity and Charge.
3. That all monies owing by the Customer to the Company shall become immediately due and payable by the Guarantors without notice or demand upon the death of the Customer or upon the filing of any proceedings in bankruptcy in relation to the Customer if the Customer is a natural person; or upon the appointment of an Administrator, Receiver or Liquidator to the Customer if the Customer is a corporation.
4. That the Guarantor's liability under this Guarantee Indemnity and Charge shall be not be affected by:
  - a. The granting to the Guarantors (or any one of them) or to the Customer of any time, credit or forbearance or any other indulgence, concession or consideration; or
  - b. The fact that any person who was intended to execute this Guarantee or any one of them has not done so or has not done so effectively or by the discharge under any principle of law or equity of any person who is a co-Guarantor;
  - c. The death, lunacy, mental incapacity, bankruptcy or liquidation of any Guarantor; or
  - d. Any changes in the constitution of the Customer or the Guarantors by way of reconstruction, consolidation, absorption, merger or amalgamation.
5. That in order to give effect to this Guarantee Indemnity and Charge the Guarantors agree that the Company shall be at liberty to act as though the Guarantors were the principal debtor and each Guarantor hereby waives all and any rights as surety which may at any time be inconsistent with any of the above provisions.
6. That as a separate severable and independent agreement and for the consideration aforesaid the Guarantors agree with the Company that in the event that the whole or any part of the Customer's liability to the Company the subject of this Guarantee Indemnity and Charge shall not be recoverable from the Guarantors by reason of any legal limitation, disability or incapacity (including infancy) on or of the Customer or by reason of any other failure of liability of the Customer for any reason and whether or not known to the Company the Guarantors will nevertheless INDEMNIFY AND KEEP THE COMPANY FULLY INDEMNIFIED at all times hereafter against all loss or damage that the Company may suffer by reason of such limitation, disability, incapacity or other failure of liability as aforesaid.
7. **To further secure all monies hereby guaranteed to be paid by the Guarantors to the Company, all the right, title, and interest which the Guarantors have or may hereafter during the currency of this Guarantee Indemnity and Charge acquire in any freehold or leasehold property shall by the force of the execution of this Guarantee Indemnity and Charge stand charged by the Guarantors (as beneficial owners of the said property) with payment of all monies hereby guaranteed.**

8. That the Guarantors may determine their liability only as to further credit extended to the Customer by the Company by giving prior written notice one (1) month before the date of such determination given to the Company or the Company's duly authorised agent or in the case of the death of any Guarantor by the Guarantor's personal representative.
9. That this Guarantee Indemnity and Charge shall inure to the benefit of any entity with which the Company may be amalgamated or consolidated, or within which the Company may be merged or absorbed.
10. That all dividends, compositions and payments received by the Company from the Customer whether in liquidation or otherwise, shall be taken and applied by the Company as payments in gross and any Guarantor's rights to be subrogated to the Company in respect thereof shall not arise until the Company has received the full amount of the Company's claim against the Customer and this Guarantee and Indemnity and Charge shall be a security to the Company for the payment of any ultimate balance which shall remain due to the Company.
11. That in the event that payment of any sum outstanding or any amount due and payable by the Customer to the Company is subsequently declared void in whole or in part as a preferential payment, such payment or payments by the Customer in each case shall be deemed not to have been made to the Company and the Company may be entitled at any time thereafter to demand such amounts so voided from the Guarantors.
12. That the Guarantors agree that the Company may seek from a credit reporting agency, a credit report containing personal information about the Guarantors to assess whether to accept the below signed as Guarantors for credit applied for or provided to the Customer.
13. That this Guarantee Indemnity and Charge shall be interpreted in accordance with the laws of the State of Victoria, Australia and any court proceedings arising from this Guarantee Indemnity and Charge shall be conducted only in the State of Victoria.
14. That the Company may assign the benefit of this Guarantee Indemnity and Charge.

DATED this                      day of                      200 .

Customer Name: \_\_\_\_\_

**SIGNED SEALED AND DELIVERED** by

**SIGNED SEALED AND DELIVERED** by

Guarantor's Name: \_\_\_\_\_

Guarantor's Name: \_\_\_\_\_

\_\_\_\_\_  
Guarantor's Signature

\_\_\_\_\_  
Guarantor's Signature

in the presence of:

in the presence of:

\_\_\_\_\_  
Witness Name (*please print*)

\_\_\_\_\_  
Witness Name (*please print*)

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Witness Signature

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Witness Signature

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Witness Address (*please print*)

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Witness Address (*please print*)