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6. The Company may refuse, withdraw, or modify the terms of any credit facility extended to the Applicant:
 - a. where the Applicant is in breach of these credit account terms, the Company's standard terms and conditions; or
 - b. where the Applicant is insolvent or is placed under external administration; or
 - c. at any time, by giving 14 days' notice to the Applicant.
7. In the event of a change in ownership, directors, retirement of a partner change in trustee or any other changes to the business or corporate structure of the Applicant, the Applicant will notify the Company in writing within 7 days of the change.
8. The Company is authorised to obtain from, or give to, a credit reporting agency or other credit provider, information (including personal information) about the Applicant or a Guarantor including but not limited to credit worthiness, credit history and credit capacity that the credit reporting agency or credit provider is able to give or receive under the *Privacy Act 1988* (Cth) (**credit information**).
9. The Company is authorised to use the credit information for any of the following purposes:
 - a. to assess the Applicant's credit application;
 - b. to notify other credit providers of a default by the Applicant or a Guarantor;
 - c. to exchange information with other credit providers as to the liabilities of the Applicant or a Guarantor, including any application made by the Applicant, and whether the Applicant or a Guarantor is in default of any of their liabilities; and
 - d. to assess the credit worthiness of the Applicant and a Guarantor.

Signed: _____ Date: _____



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DEED OF GUARANTEE AND INDEMNITY

This deed is made by the person named and signing as guarantor below (**Guarantor**) in favour of Spark Global Logistics Pty Ltd (ABN 31 097 944 397) (**Company**) on the following terms. This guarantee is provided in consideration of the Company agreeing with the applicant specified below (**Applicant**) to provide the credit facilities set out in the Applicant's Credit Application with the Company.

1. Guarantee

The Guarantor irrevocably and unconditionally guarantees to the Company the due and punctual performance of all present and future obligations and payment of all present and future liabilities of the Applicant under the Credit Application or the Company's standard terms and conditions and must on demand by the Company perform those obligations or pay those liabilities if the Applicant fails to do so.

2. Indemnity

As a separate and independent obligation from those contained in clause 1, the Guarantor indemnifies the Company from and against (and must pay the Company on demand for the amount of) any liability, loss, cost, liability, damage, expense, claim, demand, action or proceeding of any kind suffered or incurred by the Company arising directly or indirectly out of or in connection with any failure by the Applicant to perform any obligation or pay any liability under the Credit Application or the Company's standard terms and conditions.

3. General

- (a) The Guarantor acknowledges and agrees that each of the obligations under clauses 1 and 2:
- (1) is a principal and continuing obligation and will not be affected by any principle of law or equity which might otherwise reduce or limit in any way the liability of the Guarantor under clause 1 or clause 2;
 - (2) continues notwithstanding any amendment of the Credit Application, the Company's standard terms and conditions, or any waiver, consent or notice given under this deed by any party to another;
 - (3) are continuing obligations which will survive the expiry or termination of this deed for any reason in respect of any liabilities which arose prior to the date of expiry or termination;
 - (4) are not affected by any waiver, extension or non-enforcement of payment terms in favour of the Applicant;
 - (5) are owed jointly and severally with any other individual or corporate entity that has provided an identical or similar guarantee and indemnity in respect of the Applicant's obligations and liabilities to the Company; and
 - (6) can be enforced entirely against the Guarantor without the Company pursuing its rights equally, or at all, against any other guarantors.
- (b) Each Guarantor must not exercise any right of indemnity or subrogation which that Guarantor might otherwise be entitled to claim and enforce against or in respect of the Applicant and each Guarantor irrevocably waives all those rights of indemnity or subrogation that Guarantor may have.
- (c) Each Guarantor irrevocably appoints the Company as their attorney to prove in the insolvency of the Applicant for all money to which that Guarantor may be entitled from the Applicant up to an amount which does not exceed the amount which may be payable by each Guarantor under this deed. Each Guarantor acknowledges that the Company may, subject to the terms of this deed, retain any money which the Company may receive from any proof on account of each Guarantor's liability under this deed.



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- (d) Each Guarantor warrants that they have read and understood the Credit Application.
- (e) This deed is governed by the laws of NSW and the parties submit to the jurisdiction of the courts of NSW and of the Federal Court of Australia.
- (f) No right under this deed is waived or deemed to be waived, except by written notice signed by the party waiving the right, or its authorised officer. A party does not waive its rights under this deed by granting an extension or forbearance to another party.
- (g) Rights arising out of or under this deed may only be assigned by a party with the prior written consent of the other party.

**Applicant
Name:**

Applicant ABN:

Date of Applicant's Credit Application:

Executed as a deed on

2018

Signed, sealed and delivered by the Guarantor in the presence of the witness whose name appears below:

Guarantor
Name:

Guarantor
Signature:

Witness Name:

Witness Signature:



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