

**This Deed** is made on the \_\_\_\_\_ **Between**

**D J CARMICHAEL PTY LIMITED ACN 003 058 857**  
of Level 3, London House, 216 St Georges Terrace Perth Western Australia 6000 (**'Broker'**)

**And the party set out below named as the guarantor/s (each a "Guarantor")**

**Guarantor One** \_\_\_\_\_ (Please insert full name of Individual)

Residential Address \_\_\_\_\_ (Do not use PO Box)

**Guarantor Two** \_\_\_\_\_ (Please insert full name of Individual)

Residential Address \_\_\_\_\_ (Do not use PO Box)

**Guarantor Three** \_\_\_\_\_ (Please insert full name of Individual)

Residential Address \_\_\_\_\_ (Do not use PO Box)

## **1 Definitions and Interpretation**

### **1.1 Definitions**

In this Guarantee, unless the context requires otherwise:

**'Client'** means the company listed in the Schedule;

**'Client Agreement'** means the document entitled 'Application to Open an Account' between the Broker as 'Broker' and the Client as 'Client' dated on or about the date of this Deed as amended or replaced from time to time;

**'Default Rate'** means the BankWest Corporate Lending Rate as at the due date for payment plus 5% accruing on a daily basis;

**'Guarantor'** means the person provides the guarantee;

**'Guarantee'** means the guarantee provided by the Guarantor in favour of the Broker pursuant to this Deed;

**'Guaranteed Moneys'** means all moneys owing by the Client to the Broker from time to time;

**'Schedule'** means the Schedule to this Deed;

**'this Deed'** means this document (including the Schedule) as varied or supplemented from time to time.

### **1.2 Interpretation**

- (a) All headings have been included for ease of reference only and no part of this Deed is to be construed or interpreted by reference to them.
- (b) Every covenant or provision expressed or implied in this Deed by which more persons than one covenant and agree shall bind such persons and every two or more of them jointly and each of them severally.

**Please note:** For this Agreement to be accepted by DJ Carmichael Pty Limited **pages 1 - 3** must be returned together.

DJC Account Number:

- (c) The singular shall include the plural and vice versa and words importing one gender shall include every gender, and a reference to a person includes a corporation.

## **2 Guarantee**

### **2.1 Guarantee**

The Guarantor irrevocably and unconditionally guarantees to the Broker:

- (a) The payment on time of the Guaranteed Moneys; and  
(b) The performance on time by the Client of all of its obligations to the Broker pursuant to the Client Agreement.

### **2.2 Payment on Demand**

The Guarantor must immediately on demand by the Broker pay the Guaranteed Moneys to the Broker.

### **2.3 Guarantor As Principal Debtor**

The Broker is entitled to act as though the Guarantor is the principal debtor of the Broker in respect of the Guaranteed Moneys.

### **2.4 Continuing Guarantee**

This Guarantee applies to the present and future balance of the Guaranteed Moneys, is a continuing guarantee and is not discharged by the payment of any of the Guaranteed Moneys, the settlement of any account or anything else. This Guarantee is irrevocable and continues until the Broker unconditionally releases it in writing.

### **2.5 Guarantor Not To Compete With The Broker For Funds**

The Guarantor is not entitled to:

- (a) recover from the Client any sum paid by the Guarantor pursuant to this Guarantee; or  
(b) commence any action against the Client in respect of any right accruing to the Guarantor in respect of any sum paid by the Guarantor pursuant to this Guarantee,

until the Broker has received the Guaranteed Moneys in full.

### **2.6 Guarantee Not Affected By Assignment**

This Guarantee continues to be binding on the Guarantor even if part or all of this Guarantee or the Guaranteed Moneys are assigned, transferred or charged to any person.

## **3 Miscellaneous**

### **3.1 Interest Payable By The Guarantor**

- (a) If the Guarantor does not pay any amount which is payable by the Guarantor to the Broker pursuant to this Guarantee on the due date for payment, the Broker may demand that the Guarantor pays interest on that amount (including, without limitation, interest on overdue amounts of interest) from the due date to the date of actual payment (after as well as before judgment) at the Default Rate.
- (b) If a liability under this Guarantee becomes merged in a judgment or order, the Guarantor must pay interest to the Broker on the amount of that liability as an independent obligation. Interest is payable from the date the liability becomes due for payment (both before and after the judgment or order) until it is paid, at a rate that is the higher of the rate payable under the judgment or order and the Default Rate.

### **3.2 Costs And Stamp Duty**

- (a) The Guarantor must pay to the Broker all amounts (including legal costs calculated on a solicitor and own client basis) which are or become payable in connection with the stamping, variation, discharge or protection of this Guarantee.
- (b) Everything required to be done by the Guarantor or required or permitted to be done by the Broker under this Guarantee shall be done at the Guarantor's expense.

### **3.3 Statement For Books Of Account**

A statement in writing made up from the books of the Broker (and signed by the Broker or on behalf of the Broker by one of its officers or any other duly authorised person) as to the amount due or owing upon or secured by this Guarantee at the date mentioned in such statement shall in the absence of manifest error be conclusive evidence that such amount is so due or owing or secured and of all the matters therein set forth.

### **3.4 Successors And Assigns And Survival**

This Guarantee is binding on and is for the benefit of the Broker and its successors, transferees and assigns.

### **3.5 Notices**

Any communication required or permitted to be given by or pursuant to this Guarantee shall be properly given if it is given in writing, delivered personally or by registered post or by facsimile to the relevant address set out in this Guarantee.

## The Schedule

[Compulsory]

Before signing please refer to our Terms & Conditions and Privacy Agreement. You may request a copy of either document or access both documents on our website via [www.djcarmichael.com.au](http://www.djcarmichael.com.au).

Note: Only legal entities are allowed to hold securities. Application Forms must be in the name(s) of a natural person(s), Companies or other legal entities acceptable to the Company. At least one full given name and the surname is required for each natural person. Application Forms cannot be completed by persons under 18 years of age.

### The Client

Company Name (Please print in full)

Please insert the ACN, ABN or ARBN

Address of principal place of business

Address of Registered office (if different from above)

### Executed As A Deed – Please sign below

#### Guarantor 1



Signature of Guarantor 1

Date

Full Name of Guarantor 1 (Please print)

**Signed in the Presence of:**



Signature of Witness

Date

Full Name of Witness (Please print)

Address of Witness

Occupation of Witness

#### Guarantor 2



Signature of Guarantor 2

Date

Full Name of Guarantor 2 (Please print)

**Signed in the Presence of:**



Signature of Witness

Date

Full Name of Witness (Please print)

Address of Witness

Occupation of Witness

#### Guarantor 3



Signature of Guarantor 3

Date

Full Name of Guarantor 3 (Please print)

**Signed in the Presence of:**



Signature of Witness

Date

Full Name of Witness (Please print)

Address of Witness

Occupation of Witness

**DJC Office Use Only: Execution by DJ Carmichael Pty Limited**  
(A.B.N 26 003 058 857), Signed for DJ Carmichael Pty Limited by

Date / /



**DJ CARMICHAEL PTY LIMITED**

ABN 26 003 058 857  
Participant of Australian Stock Exchange Group  
Australian Financial Services Licence No 232571

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Webpage: [www.dicarmichael.com.au](http://www.dicarmichael.com.au)

Note: All our forms, Privacy Agreement and Terms and Conditions  
can be downloaded from our website.