



DEED OF PERSONAL GUARANTEE & INDEMNITY

This is an important document, if you do not understand this document, then you should seek independent legal advice.

TO: RISING CONNECTION PTY LTD ACN 161 068 042 (Seller)

FROM: Guarantor/s :

Address :

Customer :

1. I/we hereby jointly and severally guarantee to the Seller:
 - a) The punctual payment to the Seller of all amounts which the Customer does now or may at any time in the future owe to the Seller;
 - b) The punctual and correct compliance with all obligations (including payment obligations) which the Customer owes now or may in the future owe to the Seller; and
 - c) Indemnifies the Seller against any loss that it may suffer if the Customer does not meet any of its obligations.
2. This guarantee creates a principal obligation from the Guarantor to the Seller and is in addition to any other security which the Seller holds from the Customer. This guarantee may be enforced without the Seller having to first take steps against the Customer or its security.
3. I/we execute this Guarantee in my/our personal capacity and in my capacity as trustee of any trust of which I/we am a trustee as at the date of this Deed and this Guarantee extends to my/our successors and permitted assigns.
4. This Guarantee is not affected and is still enforceable:
 - a) If any amount owing to the Seller by the Customer is not recoverable by the Seller for any reason whatsoever;
 - b) If the Seller grants any time, release or other concession to the Customer or to the Guarantor;
 - c) In the event of death, incapacity, administration, bankruptcy or insolvency of the Customer or of the Guarantor;
 - d) If payment by the Customer or by the Guarantor is set aside in bankruptcy, liquidation or official management of the Customer or the Guarantor;
 - e) If the Guarantor ceases to be the director of or otherwise be involved with the Customer or the status or the structure of the Customer changes at all; and/or
 - f) And if any other thing occurs which could otherwise limit the effect of this Guarantee.
5. This Guarantee is a continuing guarantee and is not wholly or partially discharged until all arrangements between the Seller and the Customer are ended, all monies owing to the Seller by the Customer are paid and all obligations of the Customer to the Seller are complied with in full.
6. The Guarantor hereby charges with payment of the monies and the compliance with all obligations secured by this Guarantee all beneficial interests (freehold and leasehold) in real property or any other personal property held now or in the future by the Guarantor. The Guarantor agrees that if demand is made upon by the Seller, that Guarantor will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required by the Seller to better secure the obligations of the Guarantor under this equitable mortgage and against the event that the Guarantor fails to do so within a reasonable time from being so requested, that Guarantor hereby irrevocably and by way of security appoints any director, credit manager or solicitor engaged by the Seller to be his or her other true and lawful attorney to execute and register such instrument.
7. The Guarantor acknowledges that this personal guarantee constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and the Guarantor unequivocally consents to the Seller registering a security interest on the Personal Property Securities Register ("PPSR"). The Guarantor shall indemnify the Seller on demand for all costs and expenses (including legal costs on a solicitor and own client basis) of the registration, amendment, discharge of any financing statement registered by or on behalf of the Seller and the enforcement or attempted enforcement of any security interest granted to the Seller by the Guarantor. The Guarantor expressly waives its right to receive notification of any verification statement with respect to the registration of a financing statement or a financing change statement relating to a security interest herein. The Guarantor irrevocably appoints any director, creditor manager or solicitor of the Seller as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause.
8. The Guarantor agrees that the Seller may use any personal information of the Guarantor for the following purposes: obtaining information on the credit position of the Guarantor; investigating the credit worthiness of the Guarantor, marketing purposes (unless the Guarantor has notified the Seller it wishes to opt out of direct marketing); to notify the credit provider of a default by the Guarantor; and to a credit reporting body to obtain a credit report or to permit a credit reporting body to maintain or update the Guarantor's credit file.
9. I/we have been given the opportunity to obtain independent legal advice before executing this Guarantee. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to the Seller.

SIGNED SEALED AND DELIVERED AS A DEED by each of the above Guarantor/s on :

Name of Guarantor: Signature: Date of Birth:

In the presence of: Signature: Full Name of Witness:

Name of Guarantor: Signature: Date of Birth:

In the presence of: Signature: Full Name of Witness: