

## DEED OF GUARANTEE AND INDEMNITY

### TO EEM

In consideration of EEM, at the request of the person/s executing this Guarantee as the Guarantor ("Guarantor"), agreeing to:

- supply or continue to supply goods or services to the Buyer making application to EEM for credit as set out in Part 1 of the application to which this guarantee is attached ("the Buyer") or
- provide credit to the Buyer; or
- grant an indulgence outside EEM's agreed credit terms.

### The Guarantor hereby:

1. Agrees to guarantee to EEM the due and punctual payment of all money presently owing or any money that may be owing in the future by the Buyer, in respect of the cost of goods or services supplied by EEM to the Buyer and any other sums payable by the Buyer to EEM pursuant to EEM's Terms and Conditions of Trade (the "guaranteed money").
2. Agrees as a separate severable and additional covenant and obligation to indemnify and keep indemnified EEM from and against all losses, costs, charges and expenses whatsoever that EEM may suffer or incur in relation to the supply of goods or services to the Buyer and further agrees that each of the provisions from here contained that applies or is capable of application to this Deed when it is construed as an indemnity will apply to the indemnity hereby given by the Guarantor.
3. Covenants, acknowledges and agrees as follows:
  - (a) The Guarantee hereby given is a continuing guarantee, the indemnity hereby given is a continuing indemnity and neither this Deed nor the said guarantee nor the said indemnity will be discharged in any way or be considered or deemed to be discharged in any way by any payment to EEM other than the payment to and acceptance by EEM of the whole of the guaranteed money. The guarantee is not discharged by the payment in full of the guaranteed money to the extent that any part of the guaranteed money is required to be disgorged in the insolvency of the Buyer.
  - (b) Notwithstanding that as between the Guarantor and the Buyer the position of the Guarantor is that of surety only nevertheless as between the Guarantor and EEM, the Guarantor is liable hereby as a principal and as a primary debtor for the payment of the guaranteed money.
  - (c) This Deed is valid and enforceable against each Guarantor and the liability hereby of each Guarantor continues and may be enforced by EEM notwithstanding:
    - (i) that no steps or proceedings have been taken against the Buyer;
    - (ii) any indulgence or extension of time granted by EEM to the Buyer;
    - (iii) the death or bankruptcy or winding up of the Buyer;
    - (iv) that payment of the guaranteed money by the Buyer cannot be legally enforced against the Buyer;
    - (v) that any other Guarantor has not signed this deed.
  - (d) The Guarantor will not compete with EEM for any dividend or distribution in the event of the Buyer being declared bankrupt, going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its affairs or its assets and liabilities.
4. The Guarantor hereby acknowledges having given its consent to EEM to obtain from a credit reporting agency a consumer credit report containing information about it for the purpose of EEM assessing whether to accept the Guarantor as a guarantor for credit that may be applied for by the Buyer.
5. The term "EEM" includes their successors and assigns and the terms "Buyer" and "Guarantor" include their respective executors, administrators and successors.
6. In this Deed the singular includes the plural and if there is more than one Guarantor to this Guarantee their obligations are joint and several.
7. The Guarantor hereby charges all their property whatsoever whether currently owned or acquired in the future with payment of all monies owing to EEM under this guarantee.