

Section H: Deed Of Guarantee And Indemnity For Directors Of Company

THIS DEED is made on the _____ day of _____ 20_____

BETWEEN **Lands Kirwan Tong Stockbrokers Pty Limited** ABN 34 006 684 411 AFS Licence No. 246970 of Level 12, 99 William Street, Melbourne in the state of Victoria ("LKT")

AND

Director / Guarantor	Director / Guarantor
Address	Address

of

("the Guarantors")

WHEREAS _____ ACN/ABN _____
Name of Company ("the Account Holder")

- A. has requested that LKT enter into a Client Services Agreement pursuant to which LKT agrees to operate the Account for the Account Holder.
- B. The Account Holder and LKT are bound by the Trading Terms for operating the Account, which may be varied by LKT in writing from time to time including those contained in any Trade Confirmation issued by LKT to the Account Holder.
- C. The Guarantors wish to guarantee the obligations of the Account Holder and to indemnify LKT against any liability that LKT may incur as a consequence of any dealings or other actions made by LKT on behalf of the Account Holder.

NOW THIS DEED WITNESSES and it is agreed as follows:

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| <ol style="list-style-type: none"> 1. The Guarantor acknowledges that it incurs obligations under this Deed for valuable and sufficient consideration from LKT. 2. The Guarantors hereby guarantee to LKT the due performance by the Account Holder of all of its obligations to LKT however arising, including but not limited to obligations to LKT incurred under: <ul style="list-style-type: none"> a. the Client Services Agreement; and b. the Participant Sponsorship Agreement; and c. any Trade Confirmation; and d. any other applicable Agreement. 3. The Guarantors agree to indemnify LKT and keep it indemnified against any and all liability or loss (including any consequential loss or damage suffered by LKT) arising from, and any costs (including legal costs), damages, charges and expenses suffered or incurred by LKT in connection with any failure by the Account Holder to: <ul style="list-style-type: none"> a. pay LKT any monies which are due and payable by the Account Holder; b. deliver Financial Products or documents which are due and deliverable to LKT from the Account Holder; or c. fulfill its obligations to LKT, including those under the Client Services Agreement. 4. This Guarantee and Indemnity shall be a principal and continuing obligation of the Guarantors notwithstanding termination of the Client Services Agreement and shall not be released, affected or discharged in any way by: <ul style="list-style-type: none"> a. any indulgence, delay or period of grace allowed by LKT to the Account Holder or Guarantors or any other person; or b. any modification or variation of the Client Services Agreement between the Account Holder and LKT; or | <ol style="list-style-type: none"> c. LKT becoming a party to or bound by any compromise, assignment of property, scheme of arrangement, composition of debts, scheme of reconstruction or deed of company arrangement by or relating to the Account Holder or any other person; d. any neglect, omission or default of LKT whereby the whole or part of the liability of the Guarantor to LKT as a surety would but for this provision have been affected or discharged; e. any other thing that would otherwise affect the obligations of the Guarantors; or f. any change in the constitution of LKT, the Account Holder or the Guarantors. <ol style="list-style-type: none"> 5. This Guarantee and Indemnity shall be in addition to and shall not merge with, or be affected by, any other security held by LKT in respect of the obligations of the Account Holder or Guarantor, now or in the future, notwithstanding any rule of law or equity, or any statutory provision to the contrary. 6. To the extent permitted, this Deed expressly excludes, waives and negatives all moratoriums, legislation and regulations and all relief and protection conferred on the Guarantor or Account Holder which may now or in the future affect the terms of this Deed. 7. The Guarantors acknowledge that each of them (jointly and severally): <ul style="list-style-type: none"> a. shall do everything to discharge the Guarantors' obligations under this Deed on demand of LKT; and b. has the power and authority to enter into this Deed; and c. has read the Trading Terms with respect to operating an Account with LKT; and d. will pay on demand of LKT a sum equal to all monies due and payable by the Account Holder to LKT and the amount of LKT's loss suffered or liability incurred without set-off or counter- |
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claim notwithstanding that no request has been made by LKT to the Company for all or any part of these monies.

- 8. All monies required to be paid under this Deed to LKT must be paid to LKT at its registered office from the time being or at any other address as LKT may from time to time notify to the Guarantor and must be paid in Australian dollars.
- 9. LKT may assign or participate its rights and/or obligations under this Deed or the Client Services Agreement or any part of them and transfer its obligations or any part of them. Where LKT assigns or participates its rights or obligations or any part of them, the Guarantor must

execute all documents which in the opinion of LKT are reasonably necessary. The benefit of all provisions of this Deed will enure mutatis mutandis for the benefit of any assignee or participant as if the assignee or participant was included within the term "LKT".

- 10. The Guarantor may not assign, transfer or deal with its rights or obligations under this Deed.
- 11. This Deed is governed by and construed in accordance with the laws of Victoria. Each of the parties irrevocably submits to the exclusive jurisdiction of the Courts of Victoria, or the Federal Court in Victoria.

Executed by the Guarantors as a Deed:

_____	_____
Name (Please print)	Name (Please print)
_____	_____
Signature	Signature
_____	_____
In the presence of (name of witness)	In the presence of (name of witness)
_____	_____
Signature of Witness	Signature of Witness

Executed by Lands Kirwan Tong Stockbrokers Pty Limited:

_____	_____
Name (Please print)	Name (Please print)
_____	_____
Signature of Director	Signature of Director/Secretary