

GUARANTEE AND INDEMNITY dated

BETWEEN:

- (1) Show Support Pty Ltd ACN (SHS); and
- (2) The person named in Item 1 of the Schedule to this Guarantee (**Guarantor**)

RECITALS:

- A. At the request of the Guarantor, SHS has agreed to enter into the Services Agreement.
- B. The Guarantor acknowledges that SHS is entering into the Services Agreement because of the granting of this Guarantee.

CLAUSES:

Definitions and interpretation

1. (1) *Definitions*

In this Guarantee, including the recitals, unless the context otherwise requires:

“**Services Agreement**” means each agreement entered into between SHS and the Client under which agreement SHS agrees to provide the services of its Temporary Staff Members to the Client;

“**Client**” means the company identified in Item 1 of the Schedule to this Guarantee;

“**Client’s Obligations**” means the due and punctual observance and performance by the Client of all its liabilities, obligations and agreements (whether monetary or non-monetary, present or future, actual or contingent) to SHS arising under or in connection with the Services Agreement.

“**Temporary Staff Member**” has the same meaning as in the Services Agreement.

(2) *Interpretation*

In this Guarantee, including the recitals, unless the context otherwise requires:

- (a) a singular word includes the plural and vice versa;
- (b) words denoting individuals include corporations, authorities, government and governmental agencies, and vice versa;
- (c) words which suggest one gender include the other gender;
- (d) headings are for convenience only and do not affect interpretation;
- (e) reference to recitals, clauses and schedules are references to recitals, clauses and schedules of or to this Guarantee; and
- (f) references to any agreement or document include that agreement or document as amended, novated, supplemented or replaced from time to time.

Guarantee

2. In consideration of SHS entering into the Services Agreement at the Guarantor’s request, the Guarantor unconditionally and irrevocably guarantees to SHS on demand the due and punctual performance of the Client’s Obligations.

Nature of guarantee

3. This Guarantee:
 - (a) is a principal obligation is not ancillary or collateral to any other right or obligation however created or arising;
 - (b) may be enforced against the Guarantor without SHS first being required to exhaust any remedy it may have against the Client or to enforce any security it may hold relating to the Client’s Obligations;
 - (c) is a continuing guarantee and indemnity for the whole of the Client’s Obligations; and
 - (d) is absolute, unconditional and irrevocable, and remains in full force and effect until the Client’s Obligations have been irrevocably discharged in full despite any transaction or other thing (including a settlement of account or intervening payment).

Interest

4. The Guarantor must pay interest at the Commonwealth Bank of Australia Corporate Loan Reference Rate plus two (2%) per cent on each part of the Client’s Obligations which is a

monetary amount from time to time owing under this Guarantee that is not paid when due. Interest on the unpaid amount accrues each day from the day on which it falls due.

Guarantor's liability absolute

5. (1) The liability of the Guarantor is absolute and is not affected by any circumstance, act, omission, matter or thing which, but for this provision, might otherwise affect it at law or in equity.
- (2) SHS is under no obligation to marshal in favour of the Guarantor any security now or in the future held by SHS or any funds or assets that SHS may be entitled to receive or claim.
- (3) This Guarantee extends to cover the Services Agreement as amended, varied or replaced, either with or without the consent of the Guarantor.

Limitations on Guarantor's rights

6. Until the Client's Obligations have been irrevocably performed in full the Guarantor will not:
 - (a) be entitled to share in any security held or money received by SHS or exercise any right of subrogation to SHS in respect of any security or money;
 - (b) take any steps to enforce a right or claim against the Client in respect of any money paid by the Guarantor to SHS under this Guarantee; or
 - (c) exercise any rights as surety in competition with SHS.

Insolvency of Client

7. If the Client becomes insolvent, the Guarantor authorises SHS to prove for all moneys which the Guarantor has paid under this Guarantee and to retain and to carry into a suspense account and appropriate at the discretion of SHS any dividends received in the liquidation, bankruptcy or other insolvency of the Client and other moneys received in relation to the Client's Obligations until the Client's Obligations have been irrevocably performed in full.

Settlement, discharge or release

8. If an amount is applied against any of the Client's Obligations and SHS forms the opinion in good faith that it is obliged to pay the amount paid by the Client or Guarantor to any person under any law relating to bankruptcy, winding up or the protection of creditors:
 - (a) SHS's rights are to be reinstated and will be the same in relation to that amount as if the application or the payment or transaction giving rise to it, had not been made; and
 - (b) the Guarantor must immediately do anything (including the signing of documents) required by SHS to restore to SHS any guarantee or security to which it was entitled immediately before that application or the payment or transaction giving rise to it.

Indemnity

9. If the whole or any part of the Client's Obligations are not enforceable against the Client by SHS for any reason whatever, and the Client's Obligations are not enforceable against the Guarantor as a surety, then:
 - (a) the Guarantor as a separate and severable liability under this Guarantee unconditionally and irrevocably indemnifies SHS in respect of the Client's Obligations;
 - (b) as a principal debtor, the Guarantor agrees to pay SHS, when demanded in writing, a sum equal to the amount of the moneys due and payable under to the Client's Obligations, or the losses and expenses of SHS resulting from the failure to perform the Client's Obligations; and
 - (c) for the purposes of this indemnity, this clause must be construed as if the moneys payable under the Client's Obligations were recoverable and the terms of this Guarantee apply as far as possible to this indemnity.

Security

10. The Guarantor must not take, without the written consent of SHS, any security from the Client for or in connection with this Guarantee. The Guarantor must hold any security it does take from the Client in trust for SHS and as security for the liability to SHS under this Guarantee.

Joint and several guarantee

11. Where this Guarantee is given by more than one person, the obligations on the part of the Guarantor contained in this Guarantee take effect as joint and several obligations and references to the Guarantor take effect as references to those persons or any of them. This Guarantee binds each of the persons executing it notwithstanding that any Guarantor does not execute, or is not or ceases to be bound by this Guarantee, or SHS does not execute or only subsequently executes this Guarantee. A release by SHS of any Guarantor from this Guarantee will not affect the liability of the other Guarantors.

Beneficiary's calculation

12. A statement by an authorised representative of SHS as to the amount for the time being owing by the Client or the Guarantor to SHS or as to the interest from time to time payable is conclusive unless clearly wrong on its face.

Expenses

13. The Guarantor must indemnify SHS against all reasonable expenses incurred by SHS in connection with the entry into, enforcement of, or the preservation of any rights under, this Guarantee including legal expenses on a full indemnity basis and any stamp duty.

Assignment

14. SHS may dispose of, declare a trust over, or otherwise create an interest in its rights under this Guarantee without the consent of any other party.

Notices

15. Any demand, notice or other communication under this Guarantee must be made in writing and signed, and may be sent to the addressee either by hand, mail or fax. If it is sent by mail, it is taken to have been received on the second business day following the day after it is posted. If it is sent by fax, it is taken to have been received when the addressee actually receives it in full and legible form.

Waivers, remedies cumulative

16. (1) No failure or delay by SHS in exercising any right or remedy under this Guarantee constitutes a waiver. No single or partial exercise of any right or remedy will preclude any further exercise of that or any other right or remedy.
(2) The rights and remedies provided to SHS in this Guarantee are cumulative and are not exclusive of any rights or remedies provided by law.

Governing law and jurisdiction

17. This Agreement will be governed by and construed in accordance with the law for the time being in force in New South Wales and the parties, by entering into this Guarantee, are deemed to have submitted to the non-exclusive jurisdiction of the courts of New South Wales.

Severability of provisions

18. (1) If any provision of this Guarantee is void, voidable, unenforceable or illegal in its terms but would not be void, voidable, unenforceable or illegal if it were read down and, it is capable of being read down, that provision will be read down accordingly.
(2) If, notwithstanding clause 18(1), a provision is still void, voidable, unenforceable or illegal:
(a) if the provision would not be void, voidable, unenforceable or illegal if a word or words were omitted, that word or those words are severed; and
(b) in any other case, the whole provision is severed and the remainder of this Guarantee will be of full force and effect.

EXECUTED as a Deed

EXECUTED by)
SHOW SUPPORT PTY LTD)
as a deed in accordance with section 127 of)
the Corporations Act by its authorised officer:)

Signature sole director /
sole secretary

Name

SIGNED SEALED AND DELIVERED as)
a deed by)
in the presence of:)

Signature of witness

Signature of

Name of witness

Address of witness

SIGNED SEALED AND DELIVERED as)
a deed by)
in the presence of:)

Signature of witness

Signature of

Name of witness

Address of witness

SIGNED SEALED AND DELIVERED as)
a deed by)
in the presence of:)

Signature of witness

Signature of

Name of witness

Address of witness

SCHEDULE

Item 1 – Guarantor:

- Name:
- Residential address:

- Name:
- Residential address:

- Name:
- Residential address:

Item 2 – Client:

- Name:
- ACN / ABN
- Address: