

DEED OF GUARANTEE AND INDEMNITY



Cards

American Express Australia Limited
GPO Box 1582, Sydney NSW 2001
americanexpress.com.au

To: American Express Australia Limited, ABN 92 108 952 085

Please accept the application from me for a Supplementary American Express Card ("Card") to be issued to the person listed below ("Supplementary Cardmember"), who is under a legal disability and who would not otherwise be eligible for the issue of a Card. For the purposes of this Deed "you" and "your" shall mean American Express Australia Limited, and "I", "me" and "my" shall refer to the undersigned Guarantor(s).

1. In consideration of your issuance of an American Express Card to (name) _____, aged _____ of (address) _____ (the "Supplementary Cardmember") and for other good and valuable consideration, I, the undersigned, hereby unconditionally guarantee the due and prompt payment of all monies which may from time to time be owing or payable on the account of the Supplementary Cardmember to you. This will include any monies owing or payable by the Supplementary Cardmember in connection with the use of the American Express Card issued to him or her. I agree to be responsible for the compliance with all Conditions governing the use of the Card (a copy of which is attached hereto). I will on demand forthwith pay to you the monies hereby secured (or any part or parts as may be demanded).
2. I, as a separate and additional liability under this Guarantee and Indemnity as a principal debtor also unconditionally indemnify you against all loss you suffer as a result of all or part of the money hereby secured not being recoverable from or not being enforceable against the Supplementary Cardmember or me whether by reason of:
 - a. any legal limitation, disability or lack of capacity, power or authority affecting the Supplementary Cardmember;
 - b. any improper exercise of power or authority;
 - c. any transactions relating to all or part of the monies hereby secured being void ab initio, subsequently avoided, voidable or unenforceable,or by reason of any other fact, matter or thing whatsoever and whether or not any of the matters or facts relating thereto have been or ought to have been within your knowledge.

3. I can only revoke this Guarantee and Indemnity by giving you three (3) months notice in writing and such revocation will not affect any that may be incurred by the Supplementary Cardmember or me before this Guarantee and Indemnity ceases to have effect. This Guarantee and Indemnity shall not otherwise be revocable.
4. This Guarantee and Indemnity is a principal obligation and is not ancillary to or collateral with any other right, obligation or security which may hold in respect of any liability of mine and I agree to pay you the monies hereby secured (or any part thereof) regardless of whether or not;
 - a. you have first tried to obtain payment from or commenced any action against, the Supplementary Cardmember; or
 - b. you have first exercised or enforced any other right, power, remedy or security in respect of the monies hereby secured.
5. Until the Supplementary Cardmember's obligations in respect of the monies hereby secured have satisfied in full, my liability under this Guarantee and Indemnity shall (unless revoked earlier in accordance with Clause 3) continue unaffected and undiminished by any payment, promise or security to you by any person or any other arrangement in respect of such obligation.
6. I understand that you will be providing to me my monthly billing statement, a listing of the charges incurred by the Supplementary Cardmember. I also acknowledge that I may be contacted by your employees or representatives regarding the status of the Supplementary Cardmembers' charges and I agree to make payment for such charges if requested by you, whether or not those charges have been billed to me.
7. You may from time to time amend or vary or agree to any amendment or variation of any contracts or other arrangements now or from time to time hereafter in force between you and the Supplementary Cardmember.
8. This Guarantee and Indemnity will not be affected and my liability shall not be discharged in whole or in part by any matter or thing including without limitation:-
 - a. any legal limitation, disability, incapacity or any other circumstances relating to the Supplementary Cardmember or any other person;
 - b. any loss or release by you of any collateral or other security;
 - c. you failing or neglecting to recover by realisation of any collateral or other security;
 - d. any other laches, acts, omissions or mistakes on your part;

e. the taking, variation, release, discharge, abandonment or transfer, either in whole or in part and either with or without consideration, of any security now or in the future held by you from the Supplementary Cardmember or from any other person;

f. any time waiver or other indulgence granted to the Supplementary Cardmember or any other person by you; or

g. any assent by you to or participation in any assignment or arrangement with or by the Supplementary Cardmember.

9. This Guarantee and Indemnity shall be governed by and construed in accordance with the laws of New South Wales.

Executed as a Deed.

SIGNED, SEALED and DELIVERED

By the undersigned Guarantor

In the presence of:

Guarantor

Witness

Relationship to Supplementary

Witness' Name

Date

Witness' Address

Additional Guarantor

Witness

Relationship to Supplementary

Witness' Name

Date

Witness' Address