

Checklist for completion:

| Ge | tting starte | d | |
|----|--------------|---|--|
| 1. | | Complete Section 1 – Customer Profile and Account Information | |
| 2. | | Complete Section 2 – Financial Details | |
| 3. | M | Complete Section 3 – Direct Debit Request | |
| 4. | Ø | Go to Section 4 - read and confirm you accept our terms and conditions of purchase (GTCs) | |
| 5. | Ø | Go to Section 5 – read and confirm you understand our approach to managing your personal information and sign the Privacy Acknowledgement and Consent. | |
| 6. | | Go to Section 6 – Fuel Cards and Opt-Ins. Let us know if you are interested in one of our Fuel Cards or want to receive exclusive offer, discounts and other promotional material from Viva Energy | |
| 7. | Ø. | Complete Section 7 – Your estimated Product Requirements and if you require delivery, complete the site delivery details section. | |
| 8. | M | Complete Section 8 – Personal Guarantee and Indemnity | |
| 9. | 0 | Attach Additional Information - If you have been requested to provide additional information in this Application, attach the additional information when returning the completed application to us. | |

Sections you will need to sign:

| > | Please make sure you have signed Sections 3, 4, 5 and 8 |
|-------------|---|
|-------------|---|



SECTION 1. Customer Profile and Account Information

| Customer Profile | | | | | | | | | | |
|---|--|----------------------------|---------------|---------------------------|--|-----------|-------|----------------------------|------------|--|
| Customer Entity Name (in full) | | | | | | | | | | |
| Trading name(s) (if different from Customer Name) | | | | | | | | | | |
| Registration details | ABN | | | | ACN: | | | ARBN: | | |
| | Company (please provide copies of certificates of incorporation / registration and/or relevant jurisdiction registration extract): | | | | | | | | | |
| | incorporated in Australia and ultimate holding company in Australia | | | | | | | | | |
| | incorporate | ed in Australia | a and fo | oreig | n owned / controlled | | | | | |
| | incorporate | ed outside of | Austral | ia ar | nd foreign owned / con | trolled | | | | |
| | Other (whe Partnership | re requested Deed; Unit | you m | ay n tc.) | eed to provide suppor | ting evid | dence | of formation d | ocuments – | |
| Type of Business | Individual / Trader (cor details of so below) | mplete | | | artnership (complete de partners below) | etails | | Joint venture | | |
| | Trust | | | _ | Commonwealth Government Department | | | State Govern Department | ment | |
| | Local Gove | ernment | | ☐ Incorporated Associatio | | | | Other, please below: | specify | |
| | | | | | | | | | | |
| | | | Full name | | | | | | | |
| | Sole Trader/Partner 1 | Drivers Licence | | | | | | | | |
| | | Date of birth | | | | | | | | |
| | | Full na | | | e | | | | | |
| If sole trader or partnership: | Partner 2 | Partner 2 | | Drivers Licence | | | | | | |
| | | | Date of birth | | | | | | | |
| | | | Full | name | e | | | | | |
| | Partner 3 | | Drive | ers L | icence | | | | | |
| | | | Date of birth | | | | | | | |
| Principal place of business / Head Office Address (include head office contact details and street address): | | | | | | | | | | |
| Postal Address: | | | | | | | | | | |
| Website: | | | | | | | | | | |



| Customer Profile | | | | | | | | |
|--|--|--|--|--------------------|--|--|--|--|
| | | | Yes | | | | | |
| Size of business | small business employs | as a small and medium enterprise (i.e. 1-19 full-time employees (FTEs) and | No | | | | | |
| | medium business emplo | ys 20 – 199 FTEs)? | If yes please provid | le number of FTEs: | | | | |
| | Years trading | | ' | | | | | |
| Trading history | Existing customer | Yes □ | No □ | | | | | |
| | Estimated monthly purchases | | | | | | | |
| | Please confirm whether or not your | Registered Indigenous Enterprise (see https://www.oric.gov.au/) | Yes | | | | | |
| Classification of business | entity is classified as an Indigenous Enterprise. | , | No | | | | | |
| | directors, officers or emp | of its shareholders, subsidiaries, bloyees subject to applicable financial, | If yes, please provi | de additional | | | | |
| | imposed by the United N | ctions (or any similar restrictions) lations or the governments of Union, the United Kingdom, the United | Yes □ No □ | | | | | |
| | | ny other applicable jurisdiction sted on any of the following lists: | | | | | | |
| | | tions List of designated persons and ed by the Australian Department of Trade: | | | | | | |
| | Restricted party list Department of the | s administered by the U.S. Treasury, Office of Foreign Assets ne List of Specially Designated | | | | | | |
| | Nationals and BlocRestricted party list | ked Persons List; s administered by the U.S. | | | | | | |
| | | nmerce, Bureau of Industry and Department of Defense, and the U.S. e; | | | | | | |
| | List; | n Consolidated Financial Sanctions ry's Office of Financial Sanctions | | | | | | |
| Sanctions compliance | Implementation CoOther prohibited or | nsolidated List; and restricted persons and entities lists | | | | | | |
| | operates or is incor | | | | | | | |
| | | inely screen customers, vendors, | If no, please provide additional information. | | | | | |
| Classification of business Sanctions compliance | | and third-party agents against ons or travel bans under Sanctions | Yes □ No □ | | | | | |
| | | ged in any transactions with entities or ne of the transaction were listed on the | If yes, please provious information. | de additional | | | | |
| | Sanctions Lists? | | Yes □ No □ If yes, please provide | de additional | | | | |
| | Sanctions Laws; (b) bee connection with those la | een investigated for compliance with n convicted of any offence in ws; or (c) entered into any settlement eged breach in the last 5 years? | information. Yes □ No □ | | | | | |
| | interests of the Compan | ny other party while acting in the y, been the subject of any allegations tions Laws in the last 5 years? | If yes, please provide additional information. Yes □ No □ | | | | | |
| | | | | | | | | |



| Customer Profile | | | | | | | | | | |
|--|-----------------------------------|--|---|-------------|--|--------------------------------------|--------|--|--|--|
| | | | | | | | | | | |
| Contact name for Accounts | Phone | | | | | | | | | |
| Payable | Email address to receive invoices |) | | | | | | | | |
| Account Information (selec | t preferences, | additic | onal charges may | apply for | preferences) | | | | | |
| | | Prefer | red invoicing cycle | | Weekly | | | | | |
| | | | | | Fortnightly | | | | | |
| | | | | | Monthly | | | | | |
| | | | | Daily | | | | | | |
| | | | | | Periodic with trading cy | ycle | | | | |
| | | | | | If yes, please nominate trading cycle below (e.g. month-end) | | | | | |
| Payment terms | | | | | | | | | | |
| (Note Customer's preferred payment terms are subject to approval by Viva Energy Credit Team) | | | | | Per delivery (next busi | ness day) | | | | |
| | | Preferred payment due date | | On delivery | | | | | | |
| | | | | | 7 days | | | | | |
| | | | | | 14 days | | | | | |
| | | | | | 21 days | | | | | |
| | | | | | Other | | | | | |
| | | | | | If other please specify below: | | | | | |
| | | | | | | | | | | |
| Payment method (Note: default is direct debit unle agreed) | ss otherwise | Direct | debit: □ | | EFT: 🗆 | ВРАҮ: □ | | | | |
| Statements | | Not re | quired: | | Required: | | | | | |
| Statement type | | | item statement (deta nding transactions) [| | Balance brought forwa | rd □ | | | | |
| Tay invales (may be leaved by | Vivo Enameda | Period | lic with trading cycle | | Multiple .pdf invoices in 1 email □ | | | | | |
| Tax invoice (may be issued by Move Portal, see Section 4 for | details) | 1 invoice per delivery (usually sent next business day): □ | | ally sent | 1 invoice per email □ | | | | | |
| Customer purchase order num | nber | | | | | Quote periodic cus order number □ | stomer | | | |



| Customer Profile | | | | | | | |
|---|--|--|--|--|--|--|--|
| GST liable (if GST requirement is different per delivery site, please include in special instructions in Section 7 Site Delivery Details). | Yes:□ | No:□ | | | | | |
| | Please note Viva Energy's preferred method for processing orders is via Viva Energy Move Portal, once your account has been approved you will be required to register for our Move Portal. Please provide us with your preferred contact for using our Move Portal below so we can send them a link to register. | | | | | | |
| Ordering method | Portal User name: | | | | | | |
| | Portal User phone: | | | | | | |
| | Portal User email: | | | | | | |
| For Marine customers only | Delivery to Shore Tank: □ | Other to be nominated in each Order Confirmation (e.g. pick- up in isotainers) □ | | | | | |
| For Aviation customers only | The applicant confirms that: (a) Aviation Fuel shall only be used as fuel in an aircraft; and (b) further confirms that this application is made by the Customer in its capac (select which applies below): | | | | | | |
| | ☐ Viva Energy airfield Agent/Representative | ☐ Reseller | ☐ Customer (if neither of the other options) | | | | |



SECTION 2. Financial Details

| General Financial Information | | |
|--|--|--|
| Please confirm trade credit limit amount you are seeking - based on you Section 1) and maximum estimated spend in that period (taking into account of the confirmation | | |
| Please note if your estimated maximum spend in any payment period of your Annual Report and/or Balance Sheet and Profit and Loss State | | |
| If you are a transport company, please provide a list of fleet vehicles, | | |
| Name of financial controller or other person authorised to discus | | |
| Name | | |
| Phone Number | | |
| Email | | |
| Position | | |
| Current fuel and lubricant supplier | | |
| Please confirm your current fuel and lubricant suppliers | | |
| Owners, partners, directors and officers | | |
| Have any of the owners, partners and/or directors (as applicable) ever had any judgment, attachments, legal or bankruptcy proceedings against them? | If yes, please provide additional information. Yes \Box No \Box | |
| Trade references | | |
| | | |
| Company name | Phone number | |
| | | |
| Company name | Phone number | |
| | | |
| Company name | Phone number | |





SECTION 3. Direct Debit Request

Direct debit request form

This section is a Direct Debit Request Service Agreement with Viva Energy Australia Pty Ltd ABN 46 004 610 459 (**Viva Energy**). Viva Energy's Direct Entry User ID is 000244. By completing this form and signing below, the Customer agrees to a direct debit request by the method nominated and authorises Viva Energy to arrange for funds to be debited from the Customer's nominated card or account in accordance with Viva Energy Direct Debit Terms and Conditions, a copy of which is published at www.vivaenergy.com.au/quick-links/customer-terms-and-conditions. Please see Section 4 of this form for more about our GTCs.

A direct debit payment is a payment made from the Customer's bank account, or credit or debit card nominated in this direct debit request. Payments will only be made from that card or account. The direct debit arrangement is set up when the authorised signatories for the Customer's account completes this request form and signs below. In establishing a direct debit arrangement, the authorised signatories are requesting and providing Viva Energy with authority to debit the Customer's specified account through the Bulk Electronic Clearing System (BECS).

| Account details | | | | | | |
|--|--|---------------------------|------|--|--|--|
| Account Name | | | | | | |
| Bank / Financial Institution Name | | | | | | |
| Bank / Financial Institution Address | | | | | | |
| BSB and Account Number | | BSB | | | | |
| | | Account Number | | | | |
| ≥ Signature section | | | | | | |
| I / we (insert account | (1) | | | | | |
| holder's name and if more than one include all other | (2) | | | | | |
| account signatories): | (3) | | | | | |
| funds to be transferred from t | t details provided above are correct and au he account of the financial institution idention or direct debit arrangements set out in claus | fied above. We understand | | | | |
| Account holder's signature | s (all signatories may be required to sig | n on joint accounts): | | | | |
| | | | | | | |
| ⊵ Signature | | Name | Date | | | |
| | | | | | | |
| ≽ Signature | | Name | Date | | | |



SECTION 4. Terms and Conditions for Supply (GTCs)

Acceptance of Viva Energy's General Terms and Conditions for Supply Products

By signing this Section 4 of the Customer Account Application the signatory or signatories, for and on behalf of the Customer (as identified in Section 1 of this form) apply for a trading account with the following Viva Energy entities (each referred to in this application form as "Viva Energy"):

- where the Customer is requesting supply of ground fuels and products and/or marine fuels and products, Viva Energy Australia Pty Ltd ABN 46 004 610 459, or
- where the Customer is requesting supply of aviation fuels and products, Viva Energy Aviation Pty Ltd ABN 29 167 761 453,

on the terms and conditions set out in this form and understands that if an account is approved by Viva Energy then:

- (1) unless a separate Product Supply Agreement is negotiated and duly signed by the Customer and Viva Energy then Viva Energy's General Terms and Conditions for Supply of Products (GTCs) will govern and be applicable to all supply of products, goods and services by Viva Energy to the Customer. A copy of Viva Energy's GTCs as applicable to ground fuels and products, marine fuels and products, and/or aviation fuels and products is published at www.vivaenergy.com.au/quick-links/customer-terms-and-conditions; and
- (2) Where the Customer uses Viva Energy's Move Portal terms of use apply. A copy of Viva Energy's Move Portal terms of use is published at https://b2b.vivaenergy.com.au/assets/Viva%20Energy%20Customer%20Portal%20Terms.pdf
- (3) Where the Customer is also applying for a Fuel Card (see Section 6 of this form), Viva Energy Fuel Card Terms and Conditions will also apply. A copy of Viva Energy's Fuel Card terms and conditions is published at www.vivaenergy.com.au/quick-links/customer-terms-and-conditions

■ Signature section

I / we:

- are authorised to sign this application on behalf of the Customer
- agree for the Customer to be bound by the Product Supply Agreement already in place between the Customer and Viva Energy and if
 none is in place then the GTCs and other terms and conditions referenced in this Section 4 as applicable to the nature of the fuel and
 products supplied by Viva Energy to the Customer
- confirm that the information completed in this application is to the best of my knowledge true and correct.

| ≥ Signature (1) | Name | Date |
|-------------------------------|------|------|
| | | |
| ≿ Signature (2 if applicable) | Name | Date |





SECTION 5. Privacy Acknowledgement and Consent

Acknowledgement and Consent

In providing an account and/or products, goods and/or services Viva Energy may collect, hold, use and disclose personal information in accordance with its Privacy Policy. The Privacy Policy sets out how Viva Energy will collect, hold, use, disclose and otherwise manage personal information in accordance with the Privacy Act 1988 (Cth) (Privacy Act and the Credit Reporting Code implemented pursuant to the Privacy Act (CR Code).

The individual(s) about whom Viva Energy may need to collect, hold, use and disclose personal information may include the Customer or the Customer's director(s) or any other individuals relevant to the Customer's application including but not limited to signatories of this Application.

Viva Energy may require personal information about relevant individuals for the purposes set out in the Privacy Policy, including the purposes of:

- assessing this Application or any other applications for an account or
- considering whether to accept a relevant individual as a guarantor.

This may also include Viva Energy collecting personal information from, or disclosing personal information to:

- a credit reporting body or other credit provider (including information about the failure to make a payment in accordance with the GTCs). This may result in a credit reporting body or other credit provider including the personal information disclosed to it by Viva Energy in reports then provided to other credit providers for the purposes of those providers assessing a relevant individual's credit worthiness
- another credit provider for the purpose of Viva Energy or the other credit provider assessing the Customer's application for credit, a relevant individual's credit worthiness, assisting the Customer or relevant individual in avoiding defaulting, and/or assessing whether to accept a guarantor.

Viva Energy may also disclose personal information to the Customer's or Viva Energy's related bodies corporate, professional advisors, business partners, contractors, suppliers, consultants, insurers or third party service providers that assist Viva Energy or the Customer with the provision or management of products, goods and/or services and/or administrative requirements, other credit providers, debt collection and recovery service providers, guarantors or prospective guarantors, entities that may have an interest in Viva Energy, regulatory bodies and any other person or entity set out in the Privacy Policy or otherwise authorised by the relevant individual or law.

If a relevant individual does not provide the personal information as requested, Viva Energy may not be able to consider the application for an account, provide an account to the Customer or otherwise provide products, goods and/or services to the Customer. Relevant individuals who have any concerns about Viva Energy's handling of their personal information can direct those concerns to Viva Energy Australia Privacy Officer at PO Box 872K, Melbourne Victoria 3001 or via the Enquiries Form on Viva Energy's webpage: General Enquiries - Viva Energy Australia. The Privacy Policy contains details of how relevant individuals can request access to, or correction of, personal information held about them by Viva Energy, or otherwise make complaints or inquiries with respect to the handling of their personal information by Viva Energy. Viva Energy's Privacy Policy webpage: Viva Energy Privacy Policy

Signature section

By signing below, the signatory or signatories acknowledge and agree that they have read and understood Viva Energy's Privacy Policy, and:

- (1) authorises Viva Energy to make such enquiries, as it deems necessary, about the signatory or signatories and their consumer and/or commercial credit history, for the purpose of assessing or otherwise in connection with this Application from time to time, including (but not limited to) the making of enquiries with bankers, and any (other) credit provider or a credit reporting body;
- (2) authorise bankers, and any (other) credit provider or a credit reporting body to disclose to Viva Energy personal information about the signatory or signatories or other relevant individuals involved in the operation of the Customer which is within their possession and which is requested by Viva Energy;
- (3) agrees that the personal information provided in, or otherwise obtained by Viva Energy in connection with, this Application may be disclosed by Viva Energy to bankers, and any (other) credit provider or a credit reporting body;
- (4) otherwise consents to the collecting, holding, using and disclosing of their personal information as set out in the Privacy Policy and this Section 5 Privacy Acknowledgement and Consent contained in this Application.

| ⊵ Signature | Name | Date |
|-------------|------|------|



SECTION 6. Fuel Cards and other Opt-Ins

| Fuel2Sky™ Card / Shell Card / Voyager Card | | | | | | | | | |
|---|--|-----|--|--|--|--|--|--|--|
| Is the Customer also applyin | g for a Fuel2Sky Card, Shell Fuel Card or Voyager Card? | YES | | | | | | | |
| | | | | | | | | | |
| If YES, please complete details for each card type below. | | | | | | | | | |
| | bject to Viva Energy Standard Fuel Card Terms and Conditions a copy of which is published published to Viva Energy Standard Fuel Card Terms and Conditions a copy of which is published to Viva Energy Standard Fuel Card Terms and Conditions a copy of which is published to Viva Energy Standard Fuel Card Terms and Conditions a copy of which is published to Viva Energy Standard Fuel Card Terms and Conditions a copy of which is published to Viva Energy Standard Fuel Card Terms and Conditions a copy of which is published to Viva Energy Standard Fuel Card Terms and Conditions a copy of which is published to Viva Energy Standard Fuel Card Terms and Conditions a copy of which is published to Viva Energy Standard Fuel Card Terms and Conditions a copy of which is published to Viva Energy Standard Fuel Card Terms and Conditions a copy of which is published to Viva Energy Standard Fuel Card Terms and Car | | | | | | | | |
| Fuel2Sky Card | Fuel2Sky Card | | | | | | | | |
| Aviation Fuel Cards are issu Regulations 1998 and linked | Aviation Fuel Cards are issued to the legal entity holding the relevant Air Operators Certificate in accordance with the Civil Aviation Safety Regulations 1998 and linked to the registered aircraft. | | | | | | | | |
| Aircraft 1 registration | | | | | | | | | |
| Aircraft 1 Type | | | | | | | | | |
| Fuel Grade Confirmation | | | | | | | | | |
| | | | | | | | | | |
| Aircraft 2 registration | | | | | | | | | |
| Aircraft 2 Type | | | | | | | | | |
| Fuel Grade Confirmation | | | | | | | | | |
| | | | | | | | | | |
| Aircraft 3 registration | | | | | | | | | |
| Aircraft 3 Type | | | | | | | | | |
| Fuel Grade Confirmation | | | | | | | | | |
| | | | | | | | | | |
| Aircraft 4 registration | | | | | | | | | |
| Aircraft 4 Type | | | | | | | | | |
| Fuel Grade Confirmation | | | | | | | | | |
| | | | | | | | | | |
| Aircraft 5 registration | | | | | | | | | |
| Aircraft 5 Type | | | | | | | | | |
| Fuel Grade Confirmation | | | | | | | | | |



Shell Card

Instructions:

- In the Card Details section, either:
 (a) For Personal Card enter: DRIVER full name; or
 (b) For Vehicle Card enter Vehicle Registration Number, Make Model, Colour (e.g. 1BC 678/Ford/Sedan/White)

- A compulsory PIN will be issued per card.
 Check box if odometer reading required per purchase.
 Nominate Fuel and Other Products card may be used to purchase.

| No. | Card details | Compulsory PIN | Odometer reading | Cost Centre/ Order number | Fue | Fuel Products | | | | Other Products | | | | |
|-----|--------------|----------------|------------------|---------------------------|-----------------------|------------------------------|-----------------------------|-----|----------------|----------------|------|----------|-----|-------------------|
| | | | | | Unleaded/Unleaded E10 | Premium Unleaded/Unleaded 95 | V-Power/Premium Unleaded 98 | LPG | Diesel/AdBlue® | V-Power Diesel | Shop | Car Wash | Oil | Auto Care/Repairs |
| 1. | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | |
| 5. | | | | | | | | | | | | | | |
| 6. | | | | | | | | | | | | | | |
| 7. | | | | | | | | | | | | | | |
| 8. | | | | | | | | | | | | | | |
| 9. | | | | | | | | | | | | | | |
| 10. | | | | | | | | | | | | | | |



Voyager Card

Before applying for a Voyager Card please ensure you meet the following eligibility criteria:

- 1. A Registered Australian Business Number
- 2. You must purchase a minimum of 12000 litres per annum. If you purchase less than this amount you may be subject to a \$300 administration fee (per year).

If you would like more than one card, please provide details for each vessel.

| , | • | | | |
|-----|--|----------------------------|--------|------------------------|
| No. | Vessel Name (maximum 20 characters) this will appear on the front of each card | Vessel Registration Number | Diesel | Premium Unleaded 95 |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |
| 11. | | | | |
| 12. | | | | |
| 13. | | | | |
| 14. | | | | |
| 15. | | | | |
| 16. | | | | |
| 17. | | | | |
| 18. | | | | |
| 19. | | | | |
| 20. | | | | |



| Opt-in to receive offers, discounts and other promotions | | |
|---|-----|--|
| Subscribe to Promotional Material - If you would like to be kept up-to-date with exclusive offers, special discounts and the latest relevant info from Viva Energy Australia. | Yes | |
| You can unsubscribe at any time. | No | |



SECTION 7. Product Requirements and Delivery Site Details

| Product Requirements | | | | | | |
|----------------------|------------|------------------------------|--|--|--|--|
| Category | Туре | Estimated monthly volume (L) | | | | |
| | Fuels | | | | | |
| Bulk Products | Lubricants | | | | | |
| Bulk Flouucis | Greases | | | | | |
| | Chemicals | | | | | |
| | Fuels | | | | | |
| Packed Products | Lubricants | | | | | |
| Faction Flouncis | Greases | | | | | |
| | Chemicals | | | | | |
| | Fuels | | | | | |
| Other Shell Products | Lubricants | | | | | |
| Other Shell Froducts | Greases | | | | | |
| | Chemicals | | | | | |
| | Jet | | | | | |
| Aviation | JetPlus | | | | | |
| | AvGas | | | | | |

Site 1

| Delivery Site Details | | | | |
|---|------------|--|--|--|
| Physical Delivery Address (not PO Box) | | | | |
| Contact on site | Name | | | |
| | Role | | | |
| | Mobile | | | |
| Special instructions for delivery (including any curfews on delivery) | | | | |
| Products to be delivered to this delivery address: | Fuels | | | |
| | Lubricants | | | |
| | Both | | | |
| Fuels delivery information for this site | | | | |
| Bulk Tank A | Size | | | |
| | Product | | | |



| Bulk Tank B | Size | | | | |
|--|---------|--|--|--|--|
| | Product | | | | |
| Lubricants delivery information for this site | | | | | |
| Forklift available if required? | YES | | | | |
| | NO | | | | |
| Maximum truck size which can be accommodated on site | | | | | |
| LC (Light Commercial – max 1.5 tonnes) | | HR (Heavy Rigid – max 27.5 tonnes) | | | |
| LR (Light Rigid – max 6 tonnes) | | HC (Heavy Combination – max 42.5 tonnes) | | | |
| RT (Rigid Truck – max 16 tonnes) | | BD (B Double – max 68 tonnes) | | | |

Site 2

| Delivery Site Details | | | | | |
|---|--------------------------------------|--|-----------------|--|--|
| Physical Delivery Address (not PO Box) | | | | | |
| Contact on site | Name | | | | |
| | Role | | | | |
| | Mobile | | | | |
| Special instructions for delivery (including any curfews on delivery) | | | | | |
| Products to be delivered to this delivery address: | Fuels | | | | |
| | Lubricants | | | | |
| | Both | | | | |
| Fuels delivery information for this site | | | | | |
| Bulk Tank A | Size | | | | |
| | Product | | | | |
| Bulk Tank B | Size | | | | |
| | Product | | | | |
| Lubricants delivery information for this site | for this site | | | | |
| Forklift available if required? | YES | | | | |
| | NO | | | | |
| Maximum truck size which can be accommodated on site | | | | | |
| LC (Light Commercial – max 1.5 tonnes) | ☐ HR (Heavy Rigid – max 27.5 tonnes) | | ex 27.5 tonnes) | | |



| LR (Light Rigid – max 6 tonnes) | HC (Heavy Combination – max 42.5 tonnes) | |
|----------------------------------|--|--|
| RT (Rigid Truck – max 16 tonnes) | BD (B Double – max 68 tonnes) | |

Site 3

| Delivery Site Details | | | | | |
|---|-------------------------|-------------------------------|-----------------------|--|--|
| Physical Delivery Address (not PO Box) | | | | | |
| Contact on site | Name | | | | |
| | Role | | | | |
| | Mobile | | | | |
| Special instructions for delivery (including any curfews on delivery) | | | | | |
| Products to be delivered to this delivery address: | Fuels | | | | |
| | Lubricants | | | | |
| | Both | | | | |
| Fuels delivery information for this site | | | | | |
| Bulk Tank A | Size | | | | |
| | Product | | | | |
| Bulk Tank B | Size | | | | |
| | Product | | | | |
| Lubricants delivery information for this site | | | | | |
| Forklift available if required? | YES | | | | |
| | NO | | | | |
| Maximum truck size which can be accommodated on site | | | | | |
| LC (Light Commercial – max 1.5 tonnes) | ☐ HR (Heavy Rigid – ma | | ax 27.5 tonnes) | | |
| LR (Light Rigid – max 6 tonnes) | ☐ HC (Heavy Combination | | on – max 42.5 tonnes) | | |
| RT (Rigid Truck – max 16 tonnes) | | BD (B Double – max 68 tonnes) | | | |

[If more than 3 sites, copy and complete for additional sites]



SECTION 8. Personal Guarantee and Indemnity

Guidance:

- This Guarantee and Indemnity must be completed if the Customer is a Company or Trust.
- The signing of this Guarantee & Indemnity by each Guarantor must be witnessed by an individual over 18 years of age who is not a director, partner, owner or responsible officer of the Customer.
- For companies: all directors of the Customer must sign this Guarantee & Indemnity. If there are more than two directors, please photocopy this page, obtain the additional signatures and attach to this Application. If the entity is an incorporated association then all committee members must sign this Guarantee & Indemnity. Please provide a copy of the Certificate of Incorporation.
- For Customers that are Trust entities: all directors of the Trustee entity must sign this Guarantee & Indemnity. In the case of a trustee that is an individual, that person must sign this Guarantee & Indemnity. Please provide a copy of the Trust Deed.
- Please contact Viva Energy if you are not sure who the appropriate signatories should be.

To: Viva Energy Australia Pty Ltd (ABN 46 004 610 459) and Viva Energy Aviation Pty Ltd (ABN 29 167 761 453) ("Viva Energy").

In consideration of Viva Energy having agreed at my/our request to:

- (a) supply goods and services; and/or carry out work for, and/or supply materials or services to;
- (b) advance monies to or provide trade credit in the form of a credit facility or Fuel Card facility to; and/or
- (c) make any other arrangements whereby monies become owing to Viva Energy by,

the Customer named on the Account Application to which this Guarantee and Indemnity is attached (the "Customer"), or any other person at the Customer's request, I/we, the parties named as Guarantor(s) below, together with each of my/our executors, administrators, successors and assigns, (the "Guarantors"), unconditionally undertake and agree with Viva Energy as follows:

- (1) I/we unconditionally and irrevocably guarantee to Viva Energy:
 - a. the due and punctual payment of all moneys owing to Viva Energy from time to time by the Customer on any account, whether charged to the account by the Customer or any other person, whether the payment obligation arises before or after the date of signing below; and
 - b. the due and punctual performance and observance of all the Customer's obligations to Viva Energy in connection with the account (including the obligation to avoid negligence and other tortious conduct), whether the performance and obligation arises before or after the date of signing below.

(the obligations in subclauses a. and b. are together referred to herein as the "Obligations".

- (2) If the Customer defaults in making due payment of any moneys owing to Viva Energy at any time, I/we agree to pay to Viva Energy the sum of those outstanding moneys on demand, irrespective of whether I/we had notice of any default by the Customer.
- (3) I/we unconditionally and irrevocably indemnify Viva Energy against all loss, damage, costs and expenses suffered or incurred by Viva Energy as a result of the non-payment of all or any part of any moneys owing by the Customer to Viva Energy and any other failure by the Customer to satisfy the Obligations.
- (4) My/our obligations as Guarantor(s) under this Guarantee are primary obligations. Viva Energy is not obliged to proceed against or enforce any other security or any other right against the Customer before it is entitled to enforce this Guarantee.
- (5) My/our obligations and liability under this Guarantee will not merge, and will remain valid and effective, notwithstanding any judgment obtained against the Customer.
- (6) This Guarantee is a continuing Guarantee and will remain in full force and effect notwithstanding that there may at some time or times be no monies owing to Viva Energy by the Customer, and this Guarantee will not be deemed to be wholly or partially discharged by the payment of any sums owing to Viva Energy by the Customer. I/we will not be entitled to discontinue or terminate this Guarantee without Viva Energy's prior written approval.
- (7) This Guarantee will not be affected or discharged by the granting by Viva Energy to the Customer of any time, indulgence or other waiver, neglect, consideration or transaction whereby my/our liability as Guarantor(s) would, but for this provision, have been affected or discharged.
- (8) My/our obligations as Guarantor(s) under this Guarantee will not be deferred or postponed by reason of a sequestration order, by the appointment of any official manager, receiver or administrator of the Customer, by any winding-up order or any other order, or by any statutory provision having the effect of restricting or deferring claims against the Customer by its creditors.
- (9) Until all liabilities of the Customer to Viva Energy have been fully paid and satisfied, I/we will not prove or attempt to prove any debt against the Customer or claim any dividend upon a sequestration order or other order or statutory provision having the effect of restricting or deferring claims against the Customer by creditors, if such proof or attempted proof or claim might have the result of reducing any dividend or payment to which, but for such proof or claim, Viva Energy would be entitled.

Guarantor name

Witness signature

Witness name



- (10) All moneys payable under this Guarantee must be paid to Viva Energy without deduction, set-off or counterclaim.
- (11) A written statement signed by Viva Energy (or any person stated to be an authorised officer of Viva Energy) setting out the amount owing by the Customer or any Guarantor to Viva Energy will be conclusive evidence of the amount that is owing by the Customer or Guarantor to Viva Energy.
- (12) I/we agree to pay to Viva Energy all costs (including legal costs), charges and expenses incurred by Viva Energy in relation to any action taken by Viva Energy in respect of this Guarantee.
- (13) I/we acknowledge having read, understood and agreed to the Privacy Declaration set out in this Application and, in particular, agree that Viva Energy may obtain from a credit reporting agency a credit report containing personal information about me/us to assess whether to accept me/us as guarantor(s) for credit applied for, or provided to, the Customer.
- (14) Where there is more than one party named as Guarantor below, this Guarantee will bind each of us jointly and severally.
- (15) A reference to Viva Energy in this Guarantee includes all of Viva Energy's affiliates and assigns.

Guarantor name

Witness signature

Witness name

- (16) I/we acknowledge having been given the opportunity by Viva Energy to seek independent legal and financial advice prior to signing this Guarantee.
- (17) This Guarantee is governed by the laws in force in the State of Victoria, and I/we hereby submit to the jurisdiction of the Courts of that State in relation to any action relating to this Guarantee or otherwise.

| EXECUTION This document is executed by the follow | ving | g persons as Guarantors: | | | | |
|--|------|----------------------------------|----|---------------------|--|--|
| | | | | | | |
| | | | | | | |
| | | | | | | |
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| | | | | | | |
| NOTE: List all persons who are directors of the company or trustee as applicable, together, ("the Guarantors") as a Deed and delivered on the date stated below. | | | | | | |
| Signed, sealed and delivered as a | a D | eed by the Guarantor(s) and date | a: | | | |
| Dated | | | | | | |
| Signatures of the above-named Guarantor(s) as witnessed by the below witnesses: | | | | | | |
| Guarantor (1) | | Guarantor (2) | | Guarantor (3) | | |
| | | | | | | |
| Guarantor signature | | Guarantor signature | | Guarantor signature | | |

Guarantor name

Witness signature

Witness name