

ABN 26 509 357 032

17–19 David Lee Road Hallam VIC 3803

PO Box 1143 Narre Warren MDC 3805

t 03 9796 3333 f 03 9796 3389 atkar.com.au

Application for Credit Account

Confidential

APPLICATION FOR CREDIT ACCOUNT

To: Atkar Pty Ltd (ACN 117 675 902) & Atkar Group Pty Ltd (ACN 139 138 720) (herein referred to as "Atkar") of 17-19 David Lee Road, HALLAM VIC 3803,

1. CUSTOMER DETAIL (please use BLOCK LETTERS)

Business Name: _____ ABN: _____

Name of Legal Entity: _____ ("Customer")

Nature of Business:

- Builder Sub-Contractor Ceiling Fixer/Plasterer
 Partition Contractor Government Other _____

Phone No: _____ Facsimile No: _____

Mobile No: _____ E-mail: _____

Business Address: _____ PCode: _____

Postal Address: _____ PCode: _____

Account Contact: _____ Direct Phone No: _____

2. BUSINESS TYPE

- Proprietary Company

Registered Office Address: _____ PCode: _____

ACN: _____ Trustee? Yes No (If Yes, provide details of all trusts on a separate page and attach)

Nominal Capital: \$ _____ Paid Up Capital: \$ _____

- Personal/Sole Trader

Is the Business Name Registered? Yes No Number of Years in Business: _____

- Partnership

Is the Business Name Registered? Yes No Number of Years in Business: _____

Other (Give Full Details) _____

3. BUSINESS PREMISES Leased Owned Buying

4. BANK DETAILS

Bank Name: _____ Address: _____

5. CREDIT LIMIT REQUIRED Anticipated Monthly Purchases \$ _____

All Sections of this page must be completed by each Applicant

6. INDIVIDUAL DETAILS

Name and Address (each person)	Mobile Phone	Date of Birth	Driver's License No
1.			
2.			
3			
4.			

7. TRADE REFERENCES

Name and Suburb	Contact Name	Email Address	Phone Number
1.			
2.			
3			
4.			

8. MEANS AND ABILITY

The Customer warrants that it has the future ability to pay its debts as and when they fall due.

9. CREDIT APPLICATION

The Customer irrevocably authorizes Atkar, its servants and agents to make enquiries as they deem necessary to investigate the creditworthiness of the Customer including enquiries with persons nominated as trade references, bankers of the customer and any credit provider or credit reporting agency and including personal credit and consumer information [“the Sources”]. The Customer by this clause authorizes the Sources to disclose to Atkar all information concerning the Customer which is in the Sources' possession. The Customer agrees that the information provided on the Application and any relevant trading information arising from any dealings between the Customer and Atkar may be disclosed to any interested person.

10. TERMS AND CONDITIONS

The terms and conditions attached are deemed by this clause to apply to all dealings between the Customer and Atkar whether on account or otherwise.

11. PERSON COMPLETING THIS APPLICATION

On behalf of the Customer I acknowledge and admit that the Customer has received a complete and legible copy of Atkar's Terms and Conditions of Trade and that these Terms and Conditions of Trade will apply to all dealings between the Customer and Atkar.

Full Name: _____ Position: _____

Address: _____ Postcode: _____

Signature: _____ Date: _____

The person completing this Application on behalf of the customer REPRESENTS AND WARRANTS that the Customer has authorized the signing on this Application and that the information set out in this application is true and correct and the person completing this Application ACKNOWLEDGES on behalf of the Customer that Atkar will rely upon and be induced by this Application to grant and/or deal with the Customer. I/we the Customer undertake to pay punctually for goods supplied not later than 30 Days following the end of the month in which the relevant goods were purchased and acknowledge that our credit may be restricted should the account remain unpaid after the due date.

AGREEMENT TO GUARANTEE AND INDEMNIFY

To: Atkar Pty Ltd (ACN 117 675 902) & Atkar Group Pty Ltd (ACN 139 138 720) (herein referred to as "Atkar") of 17-19 David Lee Road, HALLAM VIC 3803,

1. **We Guarantee** payment to you of all monies and performance of all obligations including any past, present and future indebtedness or obligation by the Customer and/or any of us arising from any past, present and/or future dealing with you.
2. **We Indemnify You** against all loss or damage arising from:
 - (a) any past, present and/or future dealing with the Customer and/or any of us;
 - (b) any of the Customer's obligations to you becoming unenforceable against the Customer for any reason; and
 - (c) enforcement of your rights against us or the Customer.
3. **We Jointly and Severally Agree:**
 - (a) to pay to a stake-holder nominated by you the amount you certify as payable before being entitled to dispute whether or not that amount is payable;
 - (b) that this agreement shall remain effective notwithstanding any conduct or event (including any arrangement and/or deed or company arrangement whether or not agreed to by you) which, but for this clause may have released or varied any obligation of the Customer and/or any of us and even if we and/or any of us execute in your favour any later agreement, guarantee and/or security whatsoever;
 - (c) that any payment which you receive and which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid;
 - (d) that we sign both in our personal capacity and as trustee of every trust of which we are trustee; and
 - (e) to notify you within seven days of any change in the Customer's structure, management and/or position including:
 - (i) any sale or disposition of any part of the business of the Customer;
 - (ii) any change in a customer structure, management, partnership and or/trusteeship;
 - (iii) any new charge, mortgage and/or security interest given to any supplier and/or financier;
 - (iv) any involvement in any franchised business in any capacity.
4. **Charge:** To secure payment of all monies owed to you by the Customer and/or any of us to grant you a Security Interest and/or a charge in your favour of all our property both real and personal whether presently owned or acquired in the future, either outright or beneficially, we:
 - (a) agree to execute on request a registerable instrument and/or any other necessary documents and enabling such charge or Security Interest on any property or estate by way of mortgage or other security;
 - (b) consent to you registering such Security Interest on the PPSR;
 - (c) agree to ensure that the Security Interest granted to you pursuant to this clause 4 has priority over all other Security Interests in respect of us;
 - (d) will sign all documents and do all things necessary, as notified by you to, or as otherwise required to:
 - (i) enable registration with respect to the security interest on the PPSR and for that registration to continue until such time as all of our obligations have been satisfied; and
 - (ii) enable the security interest to be perfected and continue to be perfected until such time as all of our obligations under the Security Agreement have been satisfied.
5. **Exercise of Rights:** You may exercise your rights in relation to the Security Interest granted pursuant to clause 4 above at any time after either of us fails to comply with our obligations under this Agreement.
6. **Consideration:** You agree to grant credit from time to time at your absolute discretion to the Customer and/or to forbear from taking any legal action against the Customer for one month from the date of this Agreement.
7. **Proper Law:** We agree that this Agreement and any claim and/or dispute between the Supplier, the Customer and/or any of us shall be governed by the laws of the State of Victoria and we agree to submit to the jurisdiction of the appropriate Court nominated by you in the capital city of that State.
8. **Joint and Several Guarantors:** If more than one Guarantor is named or intended to sign as guarantor we each agree to be jointly and severally bound and liable for the full amount owed to you even if only one of us signs and whether or not any amount is extinguished and/or compromised in any way. You may make any arrangement and/or compromise with any of us, obtain additional guarantees, indemnities, and/or securities from any party and/or release and/or compromise with any of us and/or any other party without affecting our joint and several liability to you.
9. **Credit Limit:** Any credit limit you grant or apply to the Customer is at your discretion and shall not limit our joint and several liability to you.
10. **Privacy Act:** You may make any enquiries you deem necessary to investigate our creditworthiness including enquiries with our banker, any other credit providers, any credit reporting agency, any land titles office, the ASIC, ITSA and/or any similar body and/or related information service including personal credit and consumer credit information and any property, business and/or solvency information ["the Sources"]. We authorize the Sources to disclose anything about us which is in their possession and we agree that you may disclose such information to any interested person.
11. **Severability:** Any part of this Agreement shall be severable without affecting the remainder of the Agreement.

12. **Acknowledgement of Current Debt:** We acknowledge that the Customer is or may be indebted to you for sums currently due and we acknowledge and agree that our guarantee under this Agreement is unlimited and covers all such sums together with all future indebtedness.
13. **Definitions:**
- (a) "Guarantor" means each of the parties listed below as "Guarantor" jointly and severally;
 - (b) "We" and "us" means each of the Guarantors and the Customer jointly and severally and the joint and several successors and assigns of each;
 - (c) "Customer" means the party listed below as the "the Customer" and any party or parties who acquire, have any beneficial interest in and/or conduct any part of the business of the Customer until notice is given pursuant to sub-clause 3 (e) of this Agreement and/or each member of any franchise/network group of which the Customer is a member (whether as franchisee, franchisor or otherwise);
 - (d) "PPSA" means the *Personal Property Securities Act 2009* (Cth) (as amended);
 - (e) "PPSR" means the Personal Property Securities Register established by the PPSA;
 - (f) "Security Interest" has the meaning given to that term by the PPSA.
14. **Demand:** We agree that our liability to you arises without any demand by you upon the Customer and/or any of us.
15. **Stamp Duty:** We agree to pay any stamp duty applicable to this Agreement and/or to any charge created pursuant to clause 4 of this Agreement. In addition we agree to pay all and any legal costs which may be incurred in respect of any steps taken by you pursuant to this Guarantee and we agree that such sums shall be a part of the monies secured by this Guarantee.
16. **Attornment:** To give effect to our obligations arising under this Agreement we irrevocably appoint the Credit Manager (or like equivalent) of Atkar for the time being as your Power of Attorney in all things.
17. **Read and Understood:** We have each read and understood this document before signing it (* refer below).

A. CUSTOMER _____

B. GUARANTORS

Guarantor Name: _____ Signature: _____

Address: _____

Witness Signature: _____ Witness Name: _____

Guarantor Name: _____ Signature: _____

Address: _____

Witness Signature: _____ Witness Name: _____

Guarantor Name: _____ Signature: _____

Address: _____

Witness Signature: _____ Witness Name: _____

Dated: _____

***IMPORTANT NOTICE:** If you sign this agreement to Guarantee and Indemnify you may be required to pay someone else's debts. You should ensure that you read and understand its terms. If necessary, seek professional advice.

TERMS AND CONDITIONS OF TRADE

The following Terms and Conditions of Trade apply to all transactions between Atkar and its Customers

1. **Payments to be** by cash, cheque, bank cheque or EFTPOS and without deduction unless otherwise agreed.
2. **Interest will be charged** on overdue accounts at the rate prescribed under the *Penalty Interest Rates Act 1983 (Vic)* plus 2%.
3. **Property:** Even if Atkar grants any credit facility and/or time to pay:
 - (a) title to and property in all Products sold by Atkar to the Customer shall not pass to the Customer until payment has been made to Atkar in full of all monies owed to Atkar under this or any other agreement;
 - (b) notwithstanding clause 3(a), the risk of loss or damage to the Products shall pass to the Customer from the time of delivery to the Customer or its agent and the Customer shall keep the Products properly insured for their insurable value until all monies whatsoever owing by the Customer to Atkar have been paid in full. All policies of insurance shall be effected in the joint names of the Customer and Atkar for their respective rights in respect of loss or damage to the Products and the policies of insurance shall apply equally to Atkar and to the Customer as if each were separately insured under any such policy of insurance;
 - (c) the Customer shall hold all Products supplied to the Customer delivered to it or to its agents as fiduciary agent or bailee for Atkar;
 - (d) the Customer shall ensure that all Products supplied to the Customer by Atkar are stored separately from all other goods which may be in the Customer's possession, and that all Products supplied to the Customer by Atkar under this or any other agreement are clearly labelled as belonging to Atkar;
 - (e) the Customer will not cause the Products to lose their identifiable character or be intermingled with other goods, in any way, either by any process of its own or by a third party, except with Atkar's prior written consent;
 - (f) the Customer will not create any absolute indefeasible interest in the Products in relation to any third party, except with Atkar's prior written consent;
 - (g) pending payment in full for all amounts owed by the Customer to Atkar on all accounts, the Customer:
 - (i) must not allow any person to have or acquire any Security Interest in the Products; and
 - (ii) must not remove, deface or obliterate any identifying mark or number on any of the Products,
 - (h) until all monies owing to Atkar by the Customer have been paid in full for all Products supplied to the Customer under this or any other agreement and until the Customer has satisfied any other debts owing to Atkar, Atkar authorises the Customer to sell the Products to a third party as a fiduciary agent of the Atkar. The Customer shall, however, not represent to any third party that it is in any way acting for the Company and the Company will not be bound by any contract with third parties made by the Customer.
 - (i) The Customer agrees that a Certificate signed by an officer or employee of Atkar identifying Products as those of Atkar shall be conclusive evidence of Atkar's title to such Products;
 - (j) upon sale or disposition of any Products prior to payment in full being made the Customer agrees to:
 - (i) deposit all proceeds of such sale in a separate bank account;
 - (ii) not mix such proceeds with any other monies; and
 - (iii) account to Atkar for the same as fiduciary and bailee;
 - (k) without derogating from Atkar's rights as a creditor of the Customer or arising under these Terms, if Products are used in any construction, building, fabrication and/or manufacturing process ["the Process"] which results in an entitlement of the Customer to receive money from any other person the Customer agrees to hold such part of any monies received by the Customer (or the corresponding book debt owed to the Customer in respect of these monies) as is equivalent to the value of any Products used in the Process as invoiced to the Customer by Atkar upon trust for Atkar until payment is made to Atkar in full all monies owed by the Customer to Atkar.
4. **Default:**
 - (a) If the Customer does not pay for any Products delivered to it by the due date for payment, Atkar may to take possession and dispose of the Products as it sees fit at any time until full payment has been received for all monies owed to Atkar.
 - (b) The Customer grant Atkar permission to enter any property to recover Products and with such force as is necessary and agrees to pay or reimburse Atkar for its costs of and incidental to taking such action.
 - (c) The Customer indemnifies Atkar from any claims, suits, actions, demands, damages, liability, loss, costs or expenses arising out of or in connection with Atkar's repossession and disposal of the Products in accordance with this clause.
5. **Security:**
 - (a) By ordering the Products from Atkar, the Customer grants a Security Interest or charge to Atkar and enters into a Security Agreement or charge with Atkar in respect of all Products ordered by the Customer and all of the Customer's present and after acquired property whether owned outright or beneficially to secure the payment of money by the Customer and performance of obligations by the Customer under these Terms and Conditions of Trade.
 - (b) The Customer acknowledges and agrees that the Products are inventory.
 - (c) The Customer must, within the timeframe notified by Atkar, sign all documents and do all things necessary, as notified by Atkar to, or as otherwise required to:
 - (i) enable Registration with respect to the Security Interest and for that Registration to continue until such time as all of the Customer's obligations under the Security Agreement have been satisfied, including providing the Customer's details and any serial numbers required for Registration;
 - (ii) if the PPSA applies, enable the Security Interest to be perfected and continue to be perfected until such time as all of the Customer's obligations under the Security Agreement have been satisfied;
 - (iii) ensure that the Security Interest has priority over all other security interests in the Personal Property, whether registered, perfected or otherwise and whether created or arising before or after the creation of the Security Interest, except those security interests which Atkar agrees will have priority over the Security Interest or which by law have priority over the Security Interest;

- (iv) ensure that Atkar is able to enforce the Security Interest until such time as all of the Customer's obligations under the Security Agreement have been satisfied and the Customer must not do anything which affects the enforceability of the Security Interest;
 - (v) make any changes to the Registration relating to the Security Interest as Atkar may require from time to time, including to enable correction of any defects in the Registration;
 - (vi) if the PPSA applies, ensure that a third person cannot acquire an interest in any Collateral free of Atkar's Security Interest other than, where applicable, as a result of the Customer dealing with inventory in the ordinary course of business;
- (d) Atkar may exercise its rights in relation to the Security Interest any time after the Grantor fails to comply with its obligations under the Security Agreement;
 - (e) to the extent permitted by the PPSA, the Customer waives its rights to receive any notices, statements or forms required to be issued or which would ordinarily be issued, whether by Atkar or any other person, to the Customer under the PPSA;
 - (f) the Customer must pay to Atkar on request, all Atkar's expenses, including legal costs, stamp duty and registration fees, in connection with the Security Agreement and the grant of the Security Interest, Registration with respect to the Security Interest and release of the Security Interest and, if the PPSA applies, perfection of the Security Interest;
 - (g) where permitted under the PPSA or any other relevant law, the provisions contained in the Security Agreement will prevail over the PPSA or any other relevant law, to the extent of any inconsistency;
 - (h) in this clause 5, unless the context otherwise requires:
- (i) **"Collateral"** means the Personal Property to which the Security Interest is attached and, in relation to Registration with respect to the Security Interest, includes the Personal Property described by the Registration (whether or not the Security Interest is attached to the Personal Property) and all other present and after-acquired rights and interests in land and any other property, rights and interests that is not Personal Property;
 - (ii) **"Enforce"** means exercise all of Atkar's rights, under the Security Agreement or otherwise, in relation to the Security Interest;
 - (iii) **"Enforceability"** means Atkar's ability to exercise all of its rights, under the Security Agreement or otherwise, in relation to the Security Interest;
 - (iv) **"Personal Property"**:
 - A. if the PPSA applies, means all the Customer's present and after-acquired personal property (as defined in the PPSA and to which the PPSA applies) and/or all present and after-acquired personal property (as defined in the PPSA and to which the PPSA applies) in which the Customer has rights and includes all of the Collateral and any other assets, property and rights over which the Security Interest is permitted by law; and
 - B. in all other circumstances, means all assets, property and rights, real or personal of any nature whatsoever owned by the Customer and/or in which the Customer has rights, at present or in the future, and, where applicable, includes:
 - C. the proceeds from the sale of any of the Personal Property; and
 - D. if the PPSA applies, the Grantor's security interest in any Collateral;
 - (v) **"PPSA"** means the *Personal Property Securities Act 2009* (Cth) and the *Personal Property Security Regulations 2010* (Cth) (as amended);
 - (vi) **"Registration"**:
 - A. if the PPSA applies, registration of the Security Interest on the Register; and
 - B. in all other circumstances, means registration of the Security Interest on the relevant register, to enable the Security Interest to have priority in accordance with the Security Agreement;
 - (vii) **"Secured Party"** means the Company and if the PPSA applies, includes the meaning given to those words in the PPSA;
 - (viii) **"Security Agreement"** means:
 - A. any agreement, arrangement or transaction between the Customer and Atkar that creates or evidences the Security Interest, in the form prepared by Atkar at the cost of the Customer and, where applicable, in accordance with the PPSA; and
 - B. in relation to a Security Interest granted by the Customer to Atkar includes any agreement between Atkar and the Customer which creates or evidences the Security Interest, which may include these Conditions;
 - (ix) **"Security Interest"**:
 - A. if the PPSA applies, means a security interest (as defined in the PPSA); and
 - B. in all other circumstances, means any mortgage, charge, pledge, lien, hypothecation, trust, power, agreement where Atkar retains title in the Personal Property (eg. retention or conditional sales agreement), hire or hire purchase agreement, option, subordination or other security interest, granted by the Customer in the Customer's Personal Property to Atkar under the Security Agreement to secure payment of all money by the Grantor and performance of all the Customer's obligations under the Security Agreement and, if the PPSA applies, includes a purchase money security interest; and
 - (x) if the PPSA applies, words and phrases not defined in these Conditions will have the meaning given to them in the PPSA.

6. Limitation of Liability: The Customer agrees:

- (a) that the limit of Atkar's liability in connection with the supply of the Products shall be limited to the cost of replacement of the Products or of supplying equivalent products;
- (b) that Atkar shall not be liable for any loss or expense arising after seven days from delivery (or at all once Products have been unpacked, fixed and/or otherwise used or applied) after which there shall be deemed to have been unqualified acceptance of the Products by the Customer;
- (c) that Atkar shall not be liable for any contingent, consequential, direct, indirect, special or punitive damages whether due to negligence or otherwise and that the Customer acknowledges this limit of liability and agrees to limit any claim accordingly; and
- (d) that no other term, condition, agreement, warranty, representation and/or understanding whether express or implied, in any way extending to or otherwise relating to or binding upon Atkar other than these Terms is made or given by or on behalf of Atkar.

7. Exclusions: The Customer agrees that:

- (a) no dealing between Atkar and the Customer shall be or be deemed to be a sale by sample;
- (b) the Customer shall rely on its own knowledge and expertise in selecting Products for any purpose and any advice or assistance given for or on behalf of Atkar shall be accepted at the Customer's risk and shall not be deemed to have been given as expert or advisor nor to have been relied upon; and

- (c) Products are sold subject to each and every manufacturer's trading terms and conditions and are protected by each and every manufacturer's warranty.
8. **Cancellations and Returns:** The Customer agrees that:
- (a) The Customer shall at no time cancel the whole or part of any order placed without Atkar's prior written approval;
 - (b) The Customer shall not return Products without Atkar's prior written approval and only if the Products are in brand new and unused condition with undamaged packaging and if three weeks or more have not passed since the delivery date of the Products;
 - (c) Atkar may otherwise elect to take back Products in saleable condition on such terms as it considers to be reasonable;
 - (d) The Customer shall in any case pay to Atkar a restocking fee of 15% of the gross invoice value of all returns;
 - (e) notwithstanding other provisions of these Terms the Customer shall not return Products without first providing an original invoice as proof of purchase; and
 - (f) notwithstanding any other provisions of these Terms the Customer shall not return any Products which have been custom made, custom cut, custom processed or custom acquired.
9. **Orders:** The Customer agrees that:
- (a) each order it places shall be deemed to include a representation that it is solvent and able to pay all of its debts as and when they fall due; and
 - (b) when any order is placed the Customer shall inform Atkar of any facts which may reasonably affect any decision to accept the order and/or grant credit and that any failure to do so shall be deemed to create and constitute an inequality of bargaining position, the taking of an unfair advantage of Atkar and to be unconscionable, misleading and deceptive.
10. **Minimum Invoice Policy and Purchase Price:** The Customer agrees that:
- (a) the Customer shall at all times and in all respects comply with any minimum invoice policy as may at any time and from time to time apply on such terms as Atkar considers to be reasonable; and
 - (b) all sales are otherwise made by Atkar at its ruling price at the time of delivery and on such other terms as it considers reasonable.
11. **Delivery:**
- (a) Atkar accepts no responsibility or duty to deliver but may elect to arrange delivery at its discretion and without liability and at the Customer's costs and risk in all things;
 - (b) Atkar shall not be liable for delay, failure or inability to deliver;
 - (c) Products shall be deemed to be delivered as soon as they are ready for delivery at which time risk will be deemed to pass to the Customer; and
 - (d) Atkar may charge for frustrated delivery to cover its reasonable expenses.
12. **Other Terms and Conditions:** No terms and conditions sought to be imposed by the Customer upon Atkar shall apply.
13. **Recovery Costs:** The Customer shall pay all costs and expenses including mercantile agent commissions incurred by Atkar and/or its agents in respect of its dealings with the Customer whether relating to any debt, possession of Products and/or otherwise.
14. **Forward Orders:** The Customer agrees:
- (a) to pay for so much of any forward order as is from time to time incurred or invoiced by Atkar;
 - (b) that no delay or failure to fulfil any part of such order shall entitle any cancellation or variation of any order or delay or reduce any payment; and
 - (c) to pay any demurrage and/or other costs and expenses of Atkar in handling and/or holding Products once ready for delivery.
15. **Attornment:** For the purpose of giving effect to the Customer's obligations under these Terms (in particular clause 4 of these Terms) the Customer hereby irrevocably appoints the Credit Manager (or like equivalent) for the time being of Atkar as the Customer's attorney to sign all documents and do all things necessary to give effect to these Terms and Conditions of Trade.
16. **Disputes:** The Customer agrees to pay into an interest-bearing trust account in the joint names of Atkar and the Customer any amount claimed by Atkar as a condition precedent to any dispute by the Customer of any such claim on the basis that upon resolution of the dispute the trust fund and any interest shall be dispersed according to the resolution. This clause shall operate as a bar to any defence or claim by the Customer until fully complied with.
17. **Severability:** Any part of these Terms being a whole or part of a clause shall be capable of severance without affecting any other part of these Terms.
18. **Goods and Services Tax (GST):** The Customer agrees to pay prices adjusted in accordance with ACCC Guidelines to take into account GST.
19. **Interpretation:** In these Terms and Conditions of Trade, unless the context requires otherwise:
- (a) "**Customer**" means the customer named in the Application for Credit to which these Terms and Conditions of Trade are annexed;
 - (b) "**Products**" means all products supplied by Atkar to the Customer;
20. **Credit Limits**
- (a) Any credit limit is solely for the benefit of Atkar.
 - (b) The obligations of the Customer remain unchanged if the credit limit is exceeded or not specified at all
21. **Proper Law**
The Customer agrees that this Agreement and any claim and/or dispute between the Supplier and the Customer shall be governed by the laws of the State of Victoria and we agree to submit to the jurisdiction of the appropriate Court nominated by you in that State.