

DEED OF GUARANTEE AND INDEMNITY

This document operates as a Deed.

1. Definitions:

"Guarantee" means this Deed of Guarantee and Indemnity.

"Customer" is the party named above as CUSTOMER.

"Terms of Trade" includes the terms and conditions forming part of any sale or trade or service or contract or provision of credit or other thing provided by Tegra Australia to the Customer.

"Tegra" means Tegra Australia Pty Ltd ABN 33 002 340 338.

"You" and its derivatives means the Guarantor herein named.

2. You;

a. Guarantee and undertake to discharge on demand, without counter-claim or set-off, the payment by the CUSTOMER of all monies (whether present or future) stated by Tegra to be payable by the CUSTOMER under any TERMS OF TRADE as if you were the CUSTOMER.

b. Undertake to indemnify Tegra, on demand, against all losses, costs, interest and expenses incurred by Tegra as a result of the Customer breaching the Terms of Trade or in connection with Tegra taking steps with respect to this Guarantee.

c. Agree that Your liability will not in any way be discharged, released or affected by:

(i) any of the obligations of the Customer being unenforceable or void for any reason (in which case you will remain liable as principal debtor and this Guarantee will remain in effect); and

(ii) any indulgence or waiver being granted or an arrangement entered into with the Customer.

3. It is acknowledged that the obligations contained in this Guarantee are:

a. Undertaken as those of a principal debtor and not merely as a surety.

b. Continuing until such time as the Customer's obligations to Tegra have been discharged in full.

4. If there is more than one Guarantor, you will be jointly and severally liable to Tegra.

5. If Tegra does not enforce its rights under the Terms of Trade or this Guarantee, Tegra does not waive its rights.

6. Unless there is a manifest error, a certificate signed by one of Tegra's Directors or Managers which states that a specific amount is due and payable under this Guarantee, will be sufficient evidence of that fact for the purposes of any application for judgment against you.

7. Any part of this Guarantee which is or becomes void or unenforceable for any reason shall not invalidate the other provisions of this Guarantee.

8. You agree to submit to the exclusive jurisdiction of the Courts of the State of NSW for the purposes of this Guarantee and any dispute in relation thereto.

9. You have entered into this Guarantee of Your own free will and you have taken or had an opportunity to take professional advice upon the terms of this Guarantee and the consequences of signing.

10. You permit Tegra to obtain from any person or company information which Tegra may require for credit reference purposes. You further irrevocably authorize Tegra to provide to any third party information about You in response to credit references and inquiries or by way of information exchange with credit reference agencies, details of this Guarantee and any subsequent dealings that You may have with Tegra as a result of this Guarantee being actioned by Tegra.