

DIRECT MEMORY ACCESS PTY LTD
(A.C.N 065 932 238 A.B.N. 69 500 836 953)
GUARANTEE AND INDEMNITY

To: **DIRECT MEMORY ACCESS PTY LTD**
5 Carbon Court, Osborne Park WA 6017
Tel: 08 9204 7000 Fax: 08 9445 8513

IN CONSIDERATION of DIRECT MEMORY ACCESS PTY LTD (“**the Company**”) at my/our request agreeing to make supplies to:

..... (“**the Customer**”) of goods and/or services (“**the Supplies**”) from time to time and extending credit to the Customer, in connection with payment for the Supplies, I/we the undersigned (“**the Guarantor**”) HEREBY JOINTLY AND SEVERALLY COVENANT with the Company as follows: -

1. “Where any agreement for the Supplies is entered into between the Company and the Customer whether or not such agreement is entered into:
 - (a) prior to the execution hereof and is ongoing; or
 - (b) prior to the execution hereof and pursuant to which a liability to the Company now exists; or
 - (c) simultaneously with the execution hereof; or
 - (d) at any time subsequent to the execution hereofwe guarantee to the Company the payment of all monies due by the Customer for goods supplied prior to the execution hereof and goods supplied from time to time under any such agreement including the payment of interest and service charges (if any) thereof.”

This Guarantee shall be enforceable notwithstanding the obligations to the Company by the Customer shall be void defective or unenforceable for any reason and the Guarantors jointly and severally hereby indemnify the Company against all losses charges and expenses which Company may incur or suffer directly or indirectly by reason of having entered into any agreement for the supply of goods or having supplied goods to the Customer.

2. The expression “the Guarantors” as herein used shall mean the parties named and describes herein and where there is only one Guarantor mean and include that Guarantor his executors, administrators or successors of each and every one of them and the executors, administrators or successors of each and every one of them. When two or more Guarantors are parties hereto the covenants and guarantees on their part herein contained shall bind them jointly and each of them severally. This Guarantee shall bind each of the signatories hereto notwithstanding that one or more of the Guarantors may never execute this Guarantee or that the execution hereof by any one or more of the Guarantors sought to be made liable hereunder is or may become void or voidable.
3. The Guarantors jointly and severally charge (as beneficial owners) in favor of the Company all freehold and leasehold interests in land which they or any of them now have or during the currency of this Guarantee and Indemnity may acquire with the whole of their obligations hereunder.
4. This Guarantee shall be a continuing one and the Guarantor shall not be released by any neglect or forbearance on the part of the Company in enforcing payment of any of the moneys payable under any agreement or the performance or observance of any of the terms and conditions thereof, or by time being given to the Customer for any such payment performance or observance or by any other act or thing which under the law relating to sureties would but for this provision release the Guarantor. A written statement signed by the Company, by any director, secretary or management of the Company of the Moneys payable by the Customer to the Company under any agreement shall be prima facie evidence that those moneys are due and owing.

5. Any demand or notice under this Guarantee may be made in writing signed by the Company or its solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the Guarantors by prepaid letter addressed to the Guarantors at their address herein mentioned. Such notice or demand when posted shall be deemed to be properly given on the next day following the day of posting.

6. The Guarantors hereby acknowledge that they have received advice from the Company that they should obtain their own independent legal advice as to the meaning and obligations of this Guarantee and Indemnity and have agreed to execute it of their own free will:

(a) after having taken independent legal advice; or

(b) after having declined to taken the opportunity to obtain independent legal advice of their own free will.

(Delete (a) or (b), whichever is inapplicable)

Dated this day of 20

Signed Sealed
and Delivered..... and

Signed Sealed
Delivered.....

Full Name:.....

Full name:.....

Address:.....

Address:.....

.....

.....

Relationship

Relationship

To Customer:.....

To Customer:.....

Witness:.....

Full Name:.....

Address:.....

.....