

Guarantee and Indemnity

The parties to this Guarantee and Indemnity are STAREAST International Pty Limited ABN 81 067 397 059 and the Guarantors, each as described below.

Guarantee

1 The guarantor unconditionally and irrevocably guarantees that the *Account Holder* will pay to STAREAST all amounts payable but unpaid by the Account Holder at any time ("*guaranteed amount*"). If the *debtor* does not pay the *guaranteed amount* on time and in accordance with any agreement that imposes the obligation to pay it, then the guarantor agrees to pay that amount to STAREAST on demand from STAREAST (whether or not STAREAST have made demand on the *debtor*). A demand may be made at any time and from time to time.

Indemnity

- 2.1 The guarantor unconditionally and irrevocably indemnifies STAREAST against any loss it suffers because: the liability of the guarantor to pay the *guaranteed amount* is unenforceable in whole or in part; or the *debtor* is or becomes *insolvent*.
- 2.2 The guarantor, as principal debtor agrees to pay STAREAST on demand, a sum equal to the amount of any loss described in clause 2.1.

Continuing guarantee

3 This guarantee and indemnity is a continuing security and extends to all of the *guaranteed amount* and other money payable under this guarantee. The guarantor waives any right it has of first requiring STAREAST to commence proceedings or enforce any

other right against the *debtor* or any other person before claiming from the guarantor under this guarantee.

Preservation of rights

4 The liabilities under this guarantee of the guarantor as a guarantor, principal debtor and indemnifier, and STAREAST's rights under this guarantee are not affected by anything which might otherwise affect them at law or in equity including any variation of the Account Terms and Conditions of Business; or the death or *insolvency* of any person.

Representations and warranties

5 The guarantor represents and warrants it benefits by entering into the guarantee.

Costs and indemnities

6 The guarantor agrees to pay or reimburse STAREAST on demand for: *costs* in otherwise acting in connection with this guarantee, such as enforcing or preserving rights (or considering enforcing or preserving them).

Time of the essence

7 Time is of the essence in this guarantee in respect of an obligation of the guarantor to pay money.

Joint and several

8 Where the guarantor comprises more than one person, the obligations of the guarantor under this guarantee shall bind those persons jointly and each of them severally and STAREAST may at any time proceed against any of those persons.

EXECUTED AS AN AGREEMENT

GUARANTOR(S)

SIGNED by)
in the presence of:)
.....)
Signature of witness)

.....
Signature

SIGNED by)
in the presence of:)
.....)
Signature of witness)

.....
Signature

SIGNED by)
in the presence of:)
.....)
Signature of witness)

.....
Signature

SIGNED by)
in the presence of:)
.....)
Signature of witness)

.....
Signature

SIGNED by)
STAREAST INTERNATIONAL PTY LTD by its duly authorized)
officer)
.....)
Name)

.....
Signature

Dated