

GUARANTEE

TO: Tech Data Canada Corporation (the “Creditor”)

RE: _____
(the “Debtor”)

WHEREAS the undersigned corporation _____
(Name of Guarantor)

(hereinafter, collectively if more than one, referred to as the “Guarantor”) has an interest in, is controlled by the same party as, is affiliated with or is otherwise associated with

(Name of Customer)

(hereinafter referred to as the “Customer”);

AND WHEREAS the Customer desires to purchase products from the Creditor on such terms and conditions as may be acceptable to the Creditor, in the Creditor’s exclusive discretion;

AND WHEREAS the Creditor is unwilling to extend or to continue to extend credit to the Customer unless the undersigned, and each of them if more than one, guarantees the liabilities of the Customer to the Creditor;

NOW THEREFORE WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the Creditor agreeing to deal with or continue to deal with the Debtor, the Undersigned and each of them, if more than one, hereby jointly and severally absolutely and unconditionally guarantees payment to the Creditor on demand, of all debts and liabilities, past, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Debtor to the Creditor or remaining unpaid by the Debtor to the Creditor, heretofore or hereafter incurred, whether arising from dealings between the Creditor and the Debtor or from other dealings or proceedings by which the Creditor may be or become in any manner whatever become a creditor of the Debtor, and wherever incurred, and whether incurred by the Debtor alone or with another or others and whether as principal or surety, including all interest, commissions, legal and other costs, charges and expenses (such debts and liabilities being herein called the "Liabilities").

AND THE UNDERSIGNED and each of them if more than one, hereby jointly and severally agrees with the Creditor as follows:

1. The guarantee shall be a continuing guarantee of all the Liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Creditor. No invalidity, irregularity or unenforceability of all or any part of the Liabilities shall affect, impair, or be a defence to this Guarantee, nor shall any other circumstances which might otherwise constitute a defence available to the legal or equitable discharge of any or all of the Undersigned in respect of any of the Liabilities or any or all of the Undersigned in respect of this Guarantee, affect, impair or be a defence to this Guarantee. This Guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Creditor and all dividends, compositions, proceeds of security valued and payments received by the Creditor from the

Customer or from others or from estates shall be regarded for all purposes as payment in gross without any right on the part of the Undersigned to claim a reduction of the Liabilities under this Guarantee, the benefit if any such dividends, compositions, proceeds or payments of any security held by the Creditor or proceeds thereof, and none of the Undersigned shall have no right to be subrogated to any rights of the Creditor until the Creditor shall receive payment in full of the Liabilities.

2. The Creditor shall not be bound to exhaust its recourse against the Debtor or others or any security interest or other guarantees or security it may at any time hold in relation to the Liabilities before being entitled to payment from the Guarantor of the Liabilities. Each of the Undersigned renounces all benefits of discussion and division. The Creditor shall be under no obligation to marshal in favour of the Undersigned any other guarantees or security the Creditor may have, be entitled to receive or have a claim upon.

3. Demand for payment shall be deemed to have been effectually made upon any of the Undersigned if and when an envelope containing such demand, addressed to any Guarantor at the address of such guarantor last known to the Creditor, is posted, postage prepaid, in the post office, or sent by facsimile transmissions to the last number known by the Creditor and such notice will be deemed to be delivered on the fifth (5th) day following mailing or when transmitted by facsimile, receipt confirmed. Moreover, when demand for payment has been made, all of the Undersigned shall also be liable to the Creditor for all legal fees and expenses, on a full indemnity basis or if the court should so award on a substantial indemnity scale, incurred by or on behalf of the Creditor resulting from any enforcement proceeding, including any action, that may be instituted on the basis of this Guarantee.

4. The annual rate of interest payable by the Guarantor from the date of demand for payment under this guarantee until the date of payment shall be 18% per annum calculated and payable monthly in arrears. Interest shall be payable on unpaid but accrued interest.

5. Upon default in payment of any sum owing by the Debtor to the Creditor at any time, the Creditor may treat all Liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the Liabilities or may place it to the credit of a special account. A written statement of the Creditor as to the amount remaining unpaid to the Creditor at any time by the Debtor shall be conclusive evidence and shall, in any event, be prima facie evidence against the guarantor as to the amount remaining unpaid to the Creditor at such time by the Debtor.

6. This Guarantee shall be in addition to and not in substitution for any other guarantees or other security which the Creditor now or hereafter holds in respect of the Liabilities.

7. That without prejudice to or in any way limiting or lessening the liability of any of the Undersigned and without obtaining the consent of any or all of the Undersigned or giving notice to any or all of the Undersigned, the Creditor may grant time, renewals, extensions, indulgences, releases and discharges to, take security interests, which term as used herein includes other guarantees, from and give the same and any or all existing security interests up to, abstain from taking security interests from or from perfecting security interests, cease or refrain from giving credit or making loans or advances to, accept compositions from and otherwise deal with the Debtor and others and with all security interests held by the Creditor for the Liabilities as the Creditor may see fit, and may apply all moneys at any time received from the Debtor or others or from realization upon any security interest upon such part of the Liabilities as the Creditor deems

best and change any such application in whole or in part from time to time as the Creditor may see fit, the whole without in any way limiting or lessening the liability of any of the Undersigned under this Guarantee and no loss of or in respect of any security interest held by the Creditor from the Debtor or others, whether occasioned by the fault of the Creditor or otherwise, shall in any way limit or lessen the liability of any of the Undersigned under this Guarantee.

8. None of the Undersigned shall not claim any set-off or counterclaim against the Debtor in respect of any liability of the Debtor to any of the Undersigned.

9. This Guarantee shall not be discharged or otherwise affected by the loss of capacity of the Debtor, by any change in the name of the Debtor, or in the membership of the Debtor, if a partnership, or in the objects, capital structure or constitution of the Debtor, if a corporation, or by the sale of the Debtor's business or any part thereof or by the Debtor being amalgamated with another corporation. Notwithstanding any such event, this Guarantee continues to apply to all Liabilities whether incurred before or after such change and in the case of the Debtor being amalgamated with another corporation, this Guarantee shall apply to the Liabilities of the resulting corporation to the Creditor and the term the Customer used herein, shall include the resulting corporation.

10. All liabilities incurred by the Debtor after the loss of capacity, bankruptcy or insolvency of the Debtor, but before the Creditor has received notice thereof shall be deemed to form part of the Liabilities.

11. The Undersigned and each of them, if more than one, for valuable consideration hereby agree that payment of all debts, demands and choses in action which are now due, owing or accruing due or may hereafter become due, owing or accruing to the Undersigned by the Debtor shall be postponed to payment in full of all present and future indebtedness and other liability of the Debtor to the Creditor and the Undersigned and each of them, if more than one, hereby assigns and transfers to the Creditor, as security for all present and future indebtedness and other liability of the Debtor to the Creditor, all debts, demands and choses in action which are now due, owing or accruing due or may hereafter become due, owing or accruing due to the Undersigned by the Debtor and also all securities and rights of any nature which now are or may hereafter be held by the Undersigned as collateral thereto, and the Undersigned and each of them, if more than one, agree that all moneys received by the Undersigned in payment of any of the said debts, demands and choses in action shall be received and held by the Undersigned in trust for the Creditor. This assignment and postponement is independent of the guarantee contained herein shall remain in full force and effect until repayment in full to the Creditor of all the Liabilities, notwithstanding that the liability of any one or more of the Undersigned or any of them under this Guarantee may have been discharged or terminated.

12. Each of the Undersigned represent and warrant to the Creditor that the information set out at the bottom of this Guarantee in respect of each of the Undersigned's exact name, and current address and is accurate and complete in all respects.

13. This agreement embodies all the agreements between the parties hereto and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein; and it is specifically agreed that the Creditor shall not be bound by any representations or promises made by the Debtor and the execution of this agreement shall be conclusive evidence against any Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or

subsequent has been complied with and this guarantee shall be operative and binding notwithstanding the non-execution thereof by any proposed signatory.

14. In addition to the guarantee provided in the foregoing paragraphs, and as a separate and distinct obligation, the Guarantor hereby agrees to indemnify and save harmless the Creditor from and against all direct and indirect claims, demands, losses, damages, liabilities, charges, obligations, payments and expenses of any nature or kind, howsoever or whenever arising (including legal fees and disbursements on a substantial indemnity scale), which the Creditor may suffer or incur in any way relating to or arising from the failure of the Debtor to pay and satisfy the guaranteed liabilities.

15. Upon default in payment of any sum owing by the Debtor to the Creditor at any time, the Creditor may treat all Liabilities as due and payable and may forthwith collect from any or all of the Undersigned the total amount hereby guaranteed.

16. The Undersigned and each of them, if more than one, hereby consents to the Creditor obtaining and using financial information, including credit reports, about itself in connection with the Creditor evaluating and enforcing of this Guarantee.

17. The Guarantor shall from time to time upon the request of the Creditor, execute and deliver, under seal or otherwise, all such further agreements, instruments and documents and do all such further acts and things as the Creditor may require to give effect to this Guarantee.

18. This agreement shall be governed in all respects by the laws of the Province of Ontario and the laws of Canada applicable therein. The Guarantor irrevocably attorns to the jurisdiction of the courts of the said Province.

19. This agreement shall not be discharged or affected by the dissolution of the Guarantor, or any of them, if more than one, and shall enure to the benefit of the Creditor, its successors and assigns and be binding upon the Guarantor and their respective heirs, executors, administrators, successors and assigns.

20. The Creditor shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and remedies unless such waiver shall be in writing and signed by an authorized officer of the Creditor. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by the Creditor of any right, power or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power or remedy which the Creditor would otherwise have on any future occasion, whether similar in kind or otherwise.

21. The invalidity of any provision of this agreement or any covenant herein contained on the part of any party shall not effect the validity of any other provision or covenant hereof or herein contained

IN WITNESS WHEREOF the Undersigned has set its hand and affixed its corporate seal under the hand of its proper officer as of the _____ day of _____, 20____.

SIGNED, SEALED AND DELIVERED

in the presence of:

)	
)	(Name of the Guarantor)
)	
)	
)	
)	(Signature)
)	
)	Name: _____
)	Title: _____

Current Address