

## UNCONDITIONAL CONTINUING GUARANTY

1. Obligation Guaranteed. For valuable consideration, \_\_\_\_\_ ("Guarantor"), hereby unconditionally and on a continuing basis guarantees to Synnex Corporation., a California corporation ("Creditor"), as well as all of its affiliates and subsidiaries, the prompt payment of any and all indebtedness, liabilities and interest thereon, of \_\_\_\_\_ ("Debtor") to Creditor, whether on open account, evidenced by a note, invoice or otherwise secured or unsecured, heretofore, now or hereafter made, incurred, or created, whether voluntary or involuntary and however arising, whether due or not due, primary or secondary, absolute or contingent or unliquidated, determined or undetermined, or any renewal, compromise, extension, acceleration of same (collectively "Indebtedness"), whether Debtor may be liable individually or jointly with others, whether arising in the ordinary course of business, or whether recovery may be or hereafter become barred by any statute of limitation or otherwise become unenforceable. Guarantor further unconditionally guarantees the payment of any and all indebtedness of Debtor to Creditor, whether or not then immediately due or payable by Debtor, upon (a) the dissolution, insolvency, or any assignment for the benefit of creditors by, or commencement of any bankruptcy, or workout by or against Debtor or Guarantor, whether voluntary or involuntary, or (b) the appointment of a receiver for, or the attachment, restraint of, or levying of any court order or legal process affecting the property of Debtor or Guarantor. The term "indebtedness" is used herein in its most comprehensive sense and includes all of the above as well as any and all advances, debts, obligations, liabilities and all attorneys' and/or legal fees, costs, premiums and charges owed by Debtor to Creditor plus any and all post-petition interest and expenses (including attorney's fees) whether or not allowed under any bankruptcy, or other similar law. Notwithstanding any provision contained herein, Creditor may, in its absolute discretion, decrease, refuse or cease to extend credit to Debtor at any time and for any reason whatsoever, or for no reason at all.

2. Continuation of Liability. This unconditional continuing guaranty ("Guaranty") may be revoked only with regard to future transactions entered into after the expiration of ten (10) working days following Creditor's receipt of written notice of Guarantor's revocation as to future transactions. The liability of Guarantor under this Guaranty is exclusive and independent of any security for, or any other guarantee of, the Indebtedness of Debtor, and the liability of Guarantor under this Guaranty is not affected or impaired by (a) any direction of application by Debtor or any other party; (b) any other continuing or other guaranty, undertaking, or maximum liability of Guarantor or of any other party as to the indebtedness of Debtor; (c) any payment on or in reduction of any other guaranty or undertaking; (d) any notice of revocation of this Guaranty as to future transactions given by, or termination of, or the revocation or release of any obligations under this Guaranty of Guarantor; (e) any dissolution, termination, or material increase, or decrease, or changes of personnel of Guarantor; or (f) any increase or decrease in the debt or equity owned by the Guarantor in Debtor. The liability hereunder shall be in addition to all other liabilities otherwise incurred by Guarantor to Creditor. This Guaranty shall continue in full force and effect as to all the Indebtedness until such Indebtedness is fully paid, performed, and discharged. The Indebtedness shall not be considered fully paid, performed, or discharged unless and until all payments by Debtor to Creditor are no longer subject to any rights on the part of any person whomsoever, including Debtor as a debtor-in-possession, or any trustee in bankruptcy, to set aside such payments or to seek to recoup the amount of such payments, or any part thereof. Guarantor hereby waives any right to the deferral or modification of Guarantor's obligations hereunder by virtue of any such proceeding.

3. Joinder of Parties. The obligation of Guarantor hereunder is independent of the obligations of Debtor, and a separate action or actions may be brought and prosecuted against Guarantor, whether action is brought against Debtor or whether Debtor be joined in any such action or actions.

4. Subordination. Any and all indebtedness of Debtor now or hereafter held by Guarantor is hereby subordinated to the indebtedness of Debtor to Creditor.

5. Waiver of Defenses. Guarantor hereby waives any right to require Creditor to (a) proceed against Debtor; (b) proceed against or exhaust any security held from Debtor; or (c) pursue any other remedy in the power of Creditor, whatsoever. Guarantor waives any defense based on or arising out of any defense of Debtor other than payment in full of the Indebtedness including, without limitation, any defense based on or arising out of the disability of Debtor, the unenforceability of the indebtedness or any part thereof from any cause, or the cessation from any cause of the liability of Debtor other than payment in full of the Indebtedness. Creditor may, at its election, foreclose on any security held by Creditor, by one or more sales, or exercise any other right or remedy Creditor may have against Debtor, or any security, without affecting or impairing in any way the liability of Guarantor under this Guaranty, except to the extent the Indebtedness has been paid. Guarantor waives any defense arising out of such an election by Creditor. Guarantor waives all presentments, demands for performance, notices of protest, notices of dishonor, notices of acceptances of this guaranty, and notices of existence, creation, or incurring of new or additional indebtedness. Creditor shall have no duty to advise Guarantor of information known to it regarding Debtor's financial condition or risks of nonpayment. Any acknowledgment or new promise, whether by payment of principal or interest or otherwise and whether by Debtor or others (including Guarantor), with respect to any of the Indebtedness shall, if any applicable statute of limitations in favor of Guarantor against Creditor shall have commenced to run, toll the running of such statute of limitations and, if the period of such statute of limitations shall have expired, prevent the operation of such statute of limitations.

6. Non-Impairment of Obligations. Guarantor hereby further agrees that its obligation under this Guaranty shall not be released, diminished, impaired, reduced, or affected by the occurrence of any reason or event, including without limitation, one or more of the following events, whether or not with notice to or the consent of Guarantor: (a) the taking or accepting of collateral as security for any or all of the Indebtedness or the release, surrender, exchange, or subordination of any collateral now or hereafter securing any or all of the Indebtedness; (b) any partial release of any other guarantor from liability for any or all of the Indebtedness; (c) any disability of Debtor, or the dissolution, insolvency, or bankruptcy of Debtor, Guarantor, or any party at any time liable for the payment of any or all of the Indebtedness; (d) any renewal, extension, modification, waiver, amendment, or rearrangement of any or all of the Indebtedness or any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Indebtedness; (e) any adjustment, indulgence, forbearance, waiver, or compromise that may be granted or given by Creditor to Debtor, Guarantor, or any other party ever liable for any or all of the Indebtedness; (f) any neglect, delay, omission, failure, or refusal of Creditor to take or prosecute any action for the collection of any of the indebtedness or to foreclose or take or prosecute any action in connection with any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Indebtedness; (g) any payment of the Indebtedness by Debtor or any other party to Creditor is held to constitute a preference under the bankruptcy laws or if for any other reason Creditor is required to refund such payment or pay the amount thereof to someone else; (h) the settlement or compromise of any of the Indebtedness; (i) the failure of Creditor to perfect or continue any security interest or lien securing any or all of the Indebtedness; (j) any impairment of any collateral securing any or all of the Indebtedness; (k) the failure of Creditor to sell any collateral securing any or all of the Indebtedness in a commercially reasonable manner or as otherwise required by law; or (l) any other circumstance which might otherwise constitute a defense available to, or discharge of, Debtor or Guarantor.

7. Attorney's Fees and Costs. In addition to the amounts guaranteed under this Guaranty, Guarantor agrees to pay reasonable attorney's and/or legal fees and all other costs and expenses incurred by Creditor in enforcing this Guaranty or incurred in the collection of the Indebtedness guaranteed.

8. Liens and Setoffs. In addition to all liens upon, and rights of setoff against the moneys, securities, or other property of Guarantor given to Creditor by law, Creditor shall have a lien upon and right of setoff against all moneys, securities, and other property of Guarantor now or hereafter in the possession of Creditor.

9. Assignment. This Guaranty and the liability and obligation of Guarantor under this Guaranty are binding upon Guarantor and its respective successors and inure to the benefit of and are enforceable by Creditor and its successors. As used herein, all references to "Creditor" shall include, in addition to the Creditor named in Paragraph 1 above, any such Creditor's holding, subsidiary, related or associated, and the provisions of this Guaranty may be enforced by, and shall include indebtedness owed by Debtor to, any such entity.

10. Law and Final Agreement. This Guaranty shall be deemed to be made under, and shall be governed by, the laws of the State of California in all respects, including matters of construction, validity, and performance, and its terms and provisions may not be waived, altered, modified, or amended except in writing duly signed by an authorized officer of Creditor, and by Guarantor. Guarantor submits to the non-exclusive jurisdiction of the California courts located in Santa Clara County, California, and/or of the United States District Court for the Northern District of California at San Jose, California; however, Creditor may elect to enforce this Guaranty in any forum which it selects. If any provision of this Guaranty is held to be unenforceable for any reason, it shall be modified rather than voided, if possible, to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Guaranty shall be deemed valid and enforceable to the extent possible. This Guaranty represents the final agreement between the parties pertaining to the subject matter contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements of the parties. There are no unwritten agreements between the parties pertaining to the subject matter contained herein.

11. Notices. Except as otherwise expressly provided in this Guaranty or by law, all notices shall be in writing and shall be deemed duly served and received when personally delivered to the party to whom it is directed, or received by fax, addressed to the party at the address or fax number set forth below:

Guarantor _____	Creditor:	Synnex Corporation.
Address: _____		44201 Noble Dr.
_____		Fremont, CA 94538
Soc. Sec. # _____		Fax: (510) 440-3602
Fax: _____		Attention: President
Attention: _____		

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

12. Authorization. The undersigned individual represents and warrants as an officer of Guarantor that the execution of this Guaranty is authorized by resolution of Guarantor's Board of Directors.

13. Guaranty of Payment. This Guaranty is an absolute and unconditional guaranty of prompt and full payment and performance and not merely of collection.

IN WITNESS WHEREOF, Guarantor has executed this Unconditional Continuing Guaranty on \_\_\_\_\_, 200\_\_.

\_\_\_\_\_ (Signature of Guarantor)

\_\_\_\_\_ (Printed name of Guarantor)

\_\_\_\_\_ (Drivers License Number and State or Issuance of Guarantor)  
**(Please include copy of Driver's License with completed form)**

\_\_\_\_\_ (Witness or Notary Signature)

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My Commission Expires \_\_\_\_\_.  
(Seal)