

## LETTER OF GUARANTEE AND INDEMNITY

DATED THIS                      DAY OF                      20

**TO :**                      **INTER-PACIFIC SECURITIES SDN BHD 197201001092 (12738-U)**  
West Wing Level 13, Berjaya Times Square  
No.1 Jalan Imbi  
55100 Kuala Lumpur

**IN CONSIDERATION** of you agreeing at my/our request to grant and make available and/or continue to grant and make available and/or having granted and made available or otherwise having given or giving or continuing to give a margin financing facility in such manner to such extent and for so long as you think fit to the person whose name and address appear in Section 1 of the Schedule herewith (hereinafter referred to as "**the Client**") pursuant to and upon the terms and conditions of the Margin Financing Agreement which details appear in Section 2 of the Schedule herewith (hereinafter referred to as "**the Margin Financing Agreement**", the expression of which shall include any variation, modification or supplement thereto from time to time) and to open a margin facility account in favour of the Client (hereinafter referred to as "**the Margin Financing Account**"), I/We, THE UNDERSIGNED GUARANTOR(S) whose name and address appear in Section 3 of the Schedule herewith (hereinafter individually or collectively referred to as "**the Guarantors**") jointly and severally guarantee and/or indemnify as follows:-

1. The Guarantors jointly and severally guarantee and/or indemnify as principal debtors and not merely as sureties the repayment on demand of all outstanding sums now due and/or owing and/or that shall be due and owing by the Client to you whether certain or contingent now due and payable or hereafter owing or incurred by the Client on any account or in any manner whatsoever together with all interests costs and charges (including all legal charges on a solicitor and client basis) and such other expenses which you may incur in enforcing payment for the sum of money due to you from the Client either alone or in conjunction as aforesaid or attempting so to do.
2. This Guarantee and Indemnity shall be a continuing guarantee and indemnity and shall remain in force until all outstanding sums subject to the limit or extent of the principal sum in Malaysian Ringgit being set as that stated in Section 4 of the Schedule hereto together with all the cost and charges aforesaid and interests have been paid to you.
3. In order to give full effect to the provisions of this Guarantee and Indemnity, the Guarantors hereby waive all rights inconsistent with such which the Guarantors may otherwise as Guarantors be entitled to claim and enforce and the Guarantors declare that you shall be at liberty to act as though the Guarantors are the principal debtors for all sums guaranteed as aforesaid.
4. In the case where any one of the Guarantors is a partnership or trusteeship this Guarantee and Indemnity shall remain effective and shall not be revoked or deemed revoked notwithstanding the death, retirement, change or addition thereto in and about the partnership or trusteeship and shall in all respects and for all purposes be binding and operative until discharged by performance thereof.
5. No assurance, security or payment which may be avoided under any enactment relating to Bankruptcy or under Section 293 and Section 294 of the Companies Act, 1965 or any statutory modifications thereof and no release settlement or discharge which may have been given or made on the faith of any such assurance, security or payment shall prejudice or affect your rights to recover from the Guarantors to the full extent under this Guarantee and Indemnity.
6. This Guarantee and Indemnity and your rights under it shall be in addition to and shall not be in any way affected or prejudiced by you holding or taking any other or further guarantee indemnity or securities or by you varying, releasing or omitting or neglecting to enforce any such securities or by you varying or determining any credit to the Client or giving time for payment or granting any other indulgence to or making any other arrangements with or accepting any composition from the Client or any person or persons, corporation or corporations liable on any bills of exchange, promissory notes or other negotiable instruments or securities held or to be held by you.
7. You shall be at liberty but not bound to resort for your own benefit to any other means of payment at any time and in any order that you think fit without thereby diminishing the respective liabilities of the Guarantors and you may put this Guarantee and Indemnity in force either for the payment of the ultimate balance after resorting to other means of payment or for the balance due at any time notwithstanding that other means have not been resorted to and in the latter case without entitling the Guarantors to any benefit from such other means of payment so long as any monies remain due from the Client to you.

8. The winding up or insolvency of the Client shall not affect or determine the respective liabilities of the Guarantors under this Guarantee and Indemnity but such liabilities shall continue in force and in effect until you shall have been paid all monies due to you from the Client immediately before the winding-up or insolvency of the Client.
9. In the event of the Client becoming liquidated or wound-up or making any arrangement or composition with creditors the Guarantors will not prove in competition with you in any such liquidation or winding-up in respect of the debt from the Client to you but will give you the benefit of any proof which the Guarantors may be entitled to make in respect of any part of such debt paid by the Guarantors until you shall have received the full amount of the debt due to you from the Client.
10. This Guarantee and Indemnity shall continue to bind the Guarantors notwithstanding any change by amalgamation reconstruction or otherwise of the Guarantors and/or the Client and notwithstanding any amalgamation that may be effected by you with any other company or companies, person or persons notwithstanding any reconstruction by you involving the formation of any transfer of all or any of your assets to a new company or notwithstanding the sale of all or any part of any of your undertaking and assets to another company whether the company or companies with which you amalgamate or the company to which you transfer all or any of your assets either on a reconstruction or sale as aforesaid shall or shall not differ in their or its objects character and constitution from you it being the intent of the Guarantors that this Guarantee and Indemnity shall remain valid and effectual in all respects in favour of, against and with reference to and that the benefit of this Guarantee and Indemnity and all rights conferred upon you hereby may be assigned to and enforced by any such company or companies, person or persons and proceeded on in the same manner to all intents and purposes as if such company or companies person or persons had been named herein instead of you.
11. Any indebtedness of the Client now or hereafter held by the Guarantors is hereby subordinated to the indebtedness of the Client to you and such indebtedness of the Client to the Guarantors if you so require shall be collected, enforced and received by the Guarantors as trustees for you and be paid over to you on account of the indebtedness of the Client to you but without reducing or affecting in any manner the liability of the Guarantors under the provisions of this Guarantee and Indemnity.
12. Nothing done or omitted by you in pursuance of any authority or permission contained in this Guarantee and Indemnity shall affect or discharge the respective liabilities of Guarantors under it.
13. It is hereby agreed that a statement of account in writing showing the indebtedness of the Client to you duly certified by your Managing Director, General Manager or an authorised representative shall be binding and conclusive against the Guarantors, the Guarantors' personal representative, heirs and assigns.
14. The Guarantors shall not be discharged or released from this Guarantee and Indemnity by any arrangement made after this Guarantee and Indemnity or any dealing between the Client and you without the Guarantors' knowledge or consent or by any variation or alteration without the Guarantors' knowledge or consent in the agreement between the Client and you for the making of advances or otherwise giving credit to the Client by you.
15. The Guarantors acknowledge that the Margin Financing Agreement may be amended from time to time by the parties thereto without prior consent of the Guarantors and it is further agreed that no such amendment shall release the Guarantors from liability under this Guarantee and Indemnity either in whole or in part.
16. This Guarantee and Indemnity shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of any sums of money owing as aforesaid but shall extend to cover any sum or sums of money which shall for the time being constitute the balance due from the Client to you upon any such account as hereinbefore mentioned.
17. Demands under this Guarantee and Indemnity may be made by you on the Guarantors from time to time and the liabilities and obligations of the Guarantors under this Guarantee and Indemnity may be enforced irrespective of whether any steps or legal proceedings are being or have been taken against the Client.
18. The Guarantors hereby irrevocably and unconditionally undertake to indemnify you in full and keep you fully indemnified against all loss damage liabilities costs and expenses whatsoever which you may sustain or incur as a result of or arising from your opening and/or continuing the Margin Facility Account with the Client.

19. In the event of this Guarantee and Indemnity being determined either by notice by the Guarantors or their legal personal representatives or by demand in writing by you or by any other cause whatsoever having the legal effect of determining this Guarantee and Indemnity, it shall be lawful for you to continue the account with the Client notwithstanding such determination, and, the Guarantors' liability for the amount due from the Client at the date when the Guarantee and Indemnity is so determined shall remain notwithstanding any subsequent payment into or out of the account by or on behalf of the Client.
20. Notwithstanding anything to the contrary contained herein, it is hereby agreed that on the satisfaction by the Guarantor's payment to you of the amount which becomes due and payable by the Client to you under the Margin Financing Agreement this Guarantee and Indemnity shall cease to be of any effect but without prejudice to your rights and remedies under this Guarantee and Indemnity and the Margin Financing Agreement in respect of any antecedent claim or breach of covenants.
21. It shall be lawful for you at any time after payment of the monies hereby guaranteed has been demanded of the Guarantors to continue any existing account or accounts or to open any new account or accounts with the Client and no money thereafter paid into such account or accounts shall be appropriated in discharge of any monies hereby guaranteed unless expressly directed by the person other than the Client paying the same at the time of such payment to be so appropriated.
22. This Guarantee and Indemnity embodies all the agreements between the parties hereto relating to the Guarantee and Indemnity 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 you shall not be bound by any representations or promises made by the Client to the Guarantors.
23. The Schedule hereto shall be read taken and construed as an essential part of this Guarantee and Indemnity.
24. Any notice or demand hereunder to the Guarantors shall be deemed to have been sufficiently given if sent by prepaid post to the address in Malaysia last known to you or stated herein and shall be assumed to have reached the addresses in the ordinary course of post.
25. In this Guarantee and Indemnity where the context so permits or requires, the masculine shall include the feminine and neuter genders and the plural shall include the singular number and vice versa
26. This Guarantee and Indemnity shall be governed by and construed in all respects in accordance with the laws of the Malaysia and the Guarantors hereby submit to the jurisdiction of the Courts of the Malaysia in all matters connected with the obligations and liabilities under this Guarantee and Indemnity and the Guarantors further agree that the service of any Writ of Summons or any legal process in respect of any action arising out of or connected with this Guarantee and Indemnity may be effected by forwarding a copy of the Writ of Summons and Statement of Claim or other legal process by prepaid registered post to the address shown in the Schedule hereto or at such address as may be made known by notice in writing.
27. This Guarantee and Indemnity shall be binding upon the Guarantors their respective personal representatives, heirs' successors in title and assigns.
28. The Guarantors hereby jointly and severally irrevocably and unconditionally acknowledge that the Guarantors are fully aware of the terms and conditions contained in this Guarantee and Indemnity and that the Guarantors have not either collectively or individually agreed to enter into this Guarantee and Indemnity on condition that all of the Guarantors and/or any other third party shall join as co-surety or that the Guarantors are or shall remain as Directors of the Client. Accordingly the failure of any one of the Guarantors to execute this Guarantee and Indemnity or any third party to stand as additional surety to us or any other Guarantee and Indemnity or the resignation of any one of the Guarantors as Directors of the Client shall not prejudice our joint and several liability.

IN WITNESS WHEREOF the abovesaid Guarantors have hereunto set their hands the day and year first abovewritten.

**GUARANTOR 1**

Signature:

Full Name:

NRIC No.:

**WITNESS 1**

Signature:

Full Name:

NRIC No.:

**GUARANTOR 2**

Signature:

Full Name:

NRIC No.:

**WITNESS 2**

Signature:

Full Name:

NRIC No.:

## SCHEDULE

(To be read, taken and construed as an essential part of this Agreement)

### 1 PARTICULARS OF THE CLIENT

NAME OF CLIENT

ADDRESS

### 2 PARTICULARS OF THE MARGIN FINANCING AGREEMENT

DATE OF THE MARGIN  
FINANCING AGREEMENT:

### 3 PARTICULARS OF THE GUARANTORS

NAME OF GUARANTOR

ADDRESS

### 4 LIMIT OF PRINCIPAL SUM