

IMPORTANT NOTICE: Each of the Guarantors is advised to read and understand the terms and conditions of this Guarantee and Indemnity (“**Terms**”), and if you do not understand any of the Terms, each of the Guarantors is advised to seek CIMB Bank Berhad’s clarification on such Terms before executing this Guarantee and Indemnity.

## **GUARANTEE AND INDEMNITY BY INDIVIDUALS OR COMPANY**

**THIS GUARANTEE AND INDEMNITY** is made the day and year stated in Section 1 of the Schedule hereto between the Party/Parties whose name(s), description(s) and/or address/addresses is/are stated in Section 2 of the Schedule hereto (hereinafter referred to as "**the Guarantors**" which expression shall, where the context so admits, include his/her/their estate, heirs, personal representatives, permitted assigns and/or successors in title as the case may be) of the one part and **CIMB BANK BERHAD** (Registration No. 197201001799 (13491-P)) a company incorporated under the laws of Malaysia and having its registered office at Level 13, Menara CIMB, Jalan Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and having a place of business at the address specified in Section 3 of the Schedule hereto (hereinafter referred to as "**the Bank**" which expression shall include its successors in title) of the other part.

### **The Letter of Offer**

At the request of the Guarantors, the Bank has agreed to make available a Facility in the total amount specified in Section 4 of the Schedule hereto for principal only (hereinafter called "**the Facility**") to the Party/Parties stated in Section 5 of the Schedule hereto (hereinafter called "**the Borrower**") upon the terms and/or conditions contained in the Letter of Offer dated the day and year stated in Section 6 of the Schedule hereto (hereinafter referred to as "**the Letter of Offer**").

### **This Guarantee and Indemnity**

As security for the due performance by the Borrower of the terms and conditions of the Facility under the Letter of Offer and the Facility Agreement (if applicable), the Guarantors have agreed jointly and severally to give this Guarantee and Indemnity to the Bank.

### **NOW IT IS HEREBY AGREED AS FOLLOWS:-**

#### **1. DEFINITIONS AND INTERPRETATION**

##### **Definitions**

In this Guarantee and Indemnity, words and expressions defined in the Letter of Offer, Facility Agreement (if applicable) and General Terms and Conditions shall, unless otherwise defined herein, have the same meanings when used or referred to in this Guarantee and Indemnity.

Borrower : The person or persons stated in Section 5 of the Schedule.

Facility	:	the facility or facilities stated in the Letter of Offer to be granted by the Bank to the Borrower as stated in Section 4 of the Schedule hereto, subject to the terms and conditions of the Transaction Documents and where the context so requires or admits, references to the Facilities shall be construed as a reference to one or more of the Facilities or all the Facilities and “Facility” shall be construed accordingly.
Facility Agreement	:	the agreement executed between the Borrower and the Bank relating to the Facility upon the terms and conditions contained therein, and shall include any variation, amendment or extension thereof or supplement thereto from time to time (if applicable).
Letter of Offer	:	the letter of offer issued by the Bank to the Borrower on the date as stated in Section 6 of the Schedule, and includes any supplementals, amendments, variations or additions thereto.
Guarantors	:	The person or persons stated in Section 2 of the Schedule, and references to the Guarantors would include reference to any one of the Guarantors and shall include the Guarantors’ heirs, estate, personal representatives, successors-in-title, permitted assigns and/or persons deriving title thereunder, as the case may be.
General Terms and Conditions	:	the general terms and conditions in respect of the Facility as set out in the Bank's website at <a href="http://www.cimb.com.my/en/business/general-terms-conditions.html">www.cimb.com.my/en/business/general-terms-conditions.html</a> .
Indebtedness	:	the aggregate of all monies, whether principal, interest, capitalized interest, commission, commitment fees, cost, charges, fees or other monies due, outstanding or payable or agreed to be payable by the Borrower and /or any Security Party to the Bank from time to time whether solely or jointly with any other person and whether as principal or surety and includes all liabilities, obligations and indemnities whether present or future or actual or contingent for the repayment and payment of all or any monies by the Borrower and/or Security Party in respect of or arising from the Facility or future facilities to be granted by the Bank to the Borrower, at any time and from time to time, and shall include any part thereof.
Security Interest	:	any guarantee, mortgage, pledge, lien, right of set-off, sale with right of retention (other than a lien, right of set-off or sale with right of retention arising by operation of law and in the normal course of business), charge (whether legal or equitable, fixed or floating), assignment, debenture, hypothecation, deposit,

insurance policy and/or any security interest of any kind (including without prejudice any “hold-back” or “flawed assets” arrangement title retention, assignment or transfer by way of security, sale and lease-back, sale and repurchase on credit terms) and/or any other arrangement having substantially the same legal or economic effect as any of the foregoing, and “secured” shall be construed accordingly.

- Security Party : any persons presently or in future executing or providing any Security Interest and/or any form of security to the Bank for payment of the Indebtedness, and any reference to the Security Party includes references to any of them.
- Transaction Documents : the Letter of Offer, the Facility Agreement (if applicable), the General Terms and Conditions, this Guarantee and Indemnity, the other Security Documents and such other documents and agreements as may be required by the Bank in relation to the Facility.

### **Interpretation**

In this Guarantee and Indemnity (unless the context otherwise requires):-

- (a) words applicable to natural persons include firms, companies, corporations, states, administrative and/or governmental entities and vice versa;
- (b) references to the masculine gender include the feminine and neuter genders, and vice versa;
- (c) references to the singular number include the plural and vice versa;
- (d) All references to provisions of statutes include such provisions as modified or re-enacted;
- (e) references to clauses unless otherwise stated are to be construed as references to clauses of this Guarantee and Indemnity;
- (f) the headings of any clauses are inserted for ease of reference only and shall be not be taken, read and construed as essential parts of this Guarantee and Indemnity;
- (g) where any agreements, terms, conditions, and/or undertakings are expressed to be made by or on the part of two or more persons or parties, all such agreements, terms, conditions, and/or undertakings, shall be deemed to be made by and binding on such persons or parties jointly and severally;
- (h) where two or more persons or parties are included or comprised in any agreements, terms, and/or undertakings, such agreements, terms, and/or undertakings shall be enforceable by them jointly and severally;
- (i) words and expressions defined in the Transaction Documents shall, unless otherwise defined herein or repugnant to the content herein, have the same meanings when used or referred to in this Guarantee and indemnity.

## **GUARANTEE AND INDEMNITY**

**IN CONSIDERATION** of the Bank at the Guarantors' request and desire, having made, making, continuing to make available, or otherwise giving, credit, advances, accommodation and/or any other form of banking facilities to the Borrower upon the terms and/or conditions contained in the Transaction Documents, the Guarantors hereby **AGREE TO UNDERTAKE** and **GUARANTEE** the Bank, irrevocably and unconditionally as a continuing obligation, the following:-

### **1. PAYMENT ON DEMAND**

The Guarantors hereby unconditionally and irrevocably guarantee as principal debtors, jointly and severally, and not merely as sureties, to pay and satisfy the Bank on demand:-

- (a) in full all monies which are owing and payable by the Borrower to the Bank under the Transaction Documents or such amount thereof as may be outstanding, whether certain or contingent now or hereafter owing as incurred to the Bank from or by the Borrower including all the interest, costs and charges described hereunder;
- (b) the charges above-referred to include commission and/or any other bank charges which the Bank may in the course of its business charge to the Borrower, and all costs, charges, disbursements and/or legal fees on a full indemnity basis which the Bank may incur in enforcing or seeking to obtain payment of all or any part of the sum owing to the Bank by the Borrower in respect of the Facility and to make good any default by the Borrower or the Borrower's successors-in-title and permitted assigns in payment of the Facility or any part thereof, and all other charges and disbursements in the preparation, stamping or creation of this Guarantee and Indemnity, and in the enforcement of the same against the Guarantors;
- (c) the interest payable above-referred shall include interest on outstanding sum calculated at the rate prescribed in the Letter of Offer or at such other rate as may be determined or varied by the Bank from time to time including additional interest on late payment and capitalised interest in accordance with the terms of the Letter of Offer.
- (d) all monies obtained from or liabilities incurred to the Bank in spite of the fact that the borrowing or incurring such liabilities may be invalid or in excess of the powers of the Borrower or any directors, attorney, agent or other person purporting to borrow or act on behalf of the Borrower and in spite of any other irregularity in such borrowing or incurring such liabilities.

Despite the amount stipulated in the Letter of Offer, the Guarantors' liability shall not be limited to the principal sum stipulated in the Letter of Offer but shall include all additional and/or further facilities granted to the Borrower.

The rights of the Bank to capitalise and charge interest as provided herein shall subsist and continue to subsist in spite of the issue and/or service of a

demand for payment of any monies intended to be hereby secured and shall be applicable both before and after judgment and in spite of the fact that the relationship of banker and customer between the Bank and the Borrower and/or the Guarantors as the case may be shall have ceased for any reason or cause whatsoever.

For the purposes of this Guarantee and Indemnity, any demand for the repayment of the monies due hereunder shall be deemed to be made by the Bank if the demand is made in accordance with Clauses 4 and 5 herein.

## 2. **GUARANTORS' UNDERTAKINGS**

The Guarantors hereby further agree and undertake with the Bank as follows:-

(a) **Principal Liability**

That to give full effect to the provisions of this Guarantee and Indemnity and the Guarantors declare that the Bank shall be at liberty to act as though the Guarantors were the principal debtors for all sums guaranteed by the Guarantors as aforesaid;

(b) **Opening of New Account**

That after the monies hereby guaranteed have been demanded from the Guarantors it shall be lawful for the Bank at any time to continue any existing account or accounts or to open any new account or accounts with the Borrower, and no money thereafter paid into such account or accounts shall be appropriated in discharge of any monies hereby guaranteed unless the Bank so decides at the Bank's discretion;

(c) **Variation**

That the Bank may at any time or times at its discretion without discharging, impairing or affecting the Guarantors or any of the Guarantors' liability under this Guarantee and Indemnity, without this Guarantee and Indemnity being avoided, released or affected in any way, without obtaining any of the Guarantors' consent, vary, add to or alter the provisions of the Transaction Documents for the making of advances or otherwise giving credit or affording banking facilities to the Borrower by the Bank, and/or the obligations undertaken by the Borrower thereunder;

(d) **Forbearance**

That this Guarantee and Indemnity and the Guarantors or any of the Guarantors' liability hereunder shall not in any way be discharged, diminished or affected by any extension of time, forbearance and/or any concession given to the Borrower and/or any failure to assert any right or remedy against the Borrower by the Bank and/or any modification or implication thereof, or any failure of the Borrower to comply with any requirement of any law, regulation or order in force in Malaysia;

(e) **Other Rights**

(i) That the Guarantors' liability under this Guarantee and Indemnity shall subsist whether or not the Bank has a legal right

to claim against the Borrower and/or any surety and/or against any security the Bank may now or any time hereafter or from time to time have from or against the Borrower or any other persons for any sums, loss and/or damage, and whether or not the Bank has availed itself of its legal remedies against the Borrower and/or any other surety and/or against any security as aforesaid;

- (ii) That the Guarantors' liability under this Guarantee and Indemnity shall subsist and this Guarantee and Indemnity shall not be discharged, diminished or affected by any failure on the part of the Bank to take any form of security.

(f) **Set-Off**

That all sums payable by the Guarantor/Guarantors or any of the Guarantors under this Guarantee and Indemnity shall be paid in full without set-off counter-claim condition or qualification of any nature whatsoever;

(g) **Proof In Liquidation**

That all compositions and moneys received by the Bank from the Borrower, person or estate capable of being applied by the Bank in reduction of the Indebtedness of the Borrower, shall be regarded for all purposes as payments in gross and the Bank shall be entitled to prove in the bankruptcy or winding up and/or liquidation of the Borrower should the Borrower become bankrupt, wound up or go into liquidation, in respect of the whole of the Borrower's Indebtedness to the Bank, without any right on the part of the Guarantors to be subrogated to the Bank in respect of any such proof, and the full amount hereby guaranteed shall be payable by the Guarantors until the Bank shall have received in the bankruptcy/winding up/liquidation of the Borrower from all sources one hundred (100) sen in the Ringgit Malaysia on the ultimate outstanding sum against the Borrower;

(h) **Release of Guarantors**

That the Bank may, at any time or times agree not to sue any of the Guarantors and/or release and/or discharge any of the Guarantors from his/her/their liability under this Guarantee and Indemnity without affecting the liability of the remainder of the Guarantors under this Guarantee and Indemnity, whether or not the aforesaid remainder of the Guarantors shall have notice of or assented to any such agreement, release and/or discharge, and whether or not the Bank shall have reserved its remedies against the remainder of the Guarantors;

(i) **Other Guarantee**

That the Guarantee and Indemnity herein and the rights of the Bank hereunder shall be in addition to and not in substitution for any other guarantee and indemnity, collateral, lien and/or other security now or hereafter held by the Bank, in respect of the payment of monies and liabilities from time to time and at any time due and owing by the Borrower to the Bank and the due performance and observance by the Borrower of the terms and/or conditions in the Transaction Documents, whether such guarantee and indemnity, collateral, lien and/or other security shall be

given to the Bank by the Guarantors or otherwise, and no variation, exchange, release, renewal, modification of or other dealing with or forbearance from perfecting or enforcing any such other guarantee and indemnity, collateral, lien and/or other security held by the Bank, shall affect the liability of the Guarantor/Guarantors under this Guarantee and Indemnity, whether or not any of the Guarantors shall have notice of or given his/her/their consent to such renewal, variation, exchange, release, modification of or other dealing with or forbearance from perfecting or enforcing such other guarantee and indemnity, collateral, lien and/or other security;

(j) **Other Means of Payment**

That the Bank shall be at liberty but not bound to resort to any other means of payment at any time and in any order the Bank thinks fit without thereby diminishing the liability of the Guarantors, and the Bank may enforce this Guarantee and Indemnity either for the payment of the ultimate balance after resorting to other means of payment, or for the balance due at any time in spite of the fact that other means of payment have not been resorted to, and in any case without entitling the Guarantors or any of the Guarantors to any benefit from such other means of payment so long as any monies remain due from the Borrower to the Bank;

(k) **Continuing Guarantee**

That this Guarantee and Indemnity shall not be revocable or satisfied by any intermediate payment of any part of the monies owing and payable by the Borrower but shall be a continuing Guarantee and Indemnity and shall extend to cover any sum or sums of money which shall from time to time constitute the Indebtedness due from the Borrower to the Bank under the Transaction Documents until such time when the whole of the Indebtedness shall have been fully paid;

(l) **Death Insanity**

That the death, insanity, disability or determination of liability of any one of the Guarantors shall not prejudice or affect the liability of the other Guarantors under this Guarantee and Indemnity but shall in all respects and for all purposes be binding and operative until discharged by performance thereof;

(m) **Estates, Heirs, Executors**

That this Guarantee and Indemnity shall be binding as a continuing security on the Guarantors, their (respective) estates, heirs, executors administrators, legal representatives, permitted assigns and/or successors in title as the case may be, and the Guarantors and their (respective) estates, heirs, executors, administrators, legal personal representatives, permitted assigns and/or successors in title as the case may be, shall remain bound by this Guarantee and Indemnity and shall pay to the Bank on demand all outstanding liabilities and obligations due from the Borrower to the Bank under the Transaction Documents;

(n) **Principal Debtor(s)**

That all sums of monies not recovered or recoverable from the Guarantors for any reason whatsoever under this Guarantee and Indemnity shall nevertheless be recoverable from the Guarantors as principal debtors and shall be repaid by the Guarantors upon demand on the Guarantors made by the Bank or on the Bank's behalf;

(o) **Bankruptcy of Guarantor/Guarantors**

That this Guarantee and Indemnity shall not be determined or affected by the bankruptcy, winding up and/or liquidation of the Guarantors, but shall in all respects and for all purposes be binding and operative until discharge by performance thereof;

(p) **Conclusive Evidence**

That a written statement from the Bank as to the amount due and owing by the Borrower, in the absence of fraud or manifest error, shall be accepted by the Guarantors as conclusive evidence that the amount thereby appearing is due from the Borrower to the Bank and payable on demand to the Bank by the Guarantors;

(q) **Liquidation of Borrower(s)**

That in the event of the Borrower making any voluntary arrangement, judicial management, scheme of compromise, arrangement, reorganisation, reconstruction or amalgamation, or composition with the Borrower's creditors and/or becoming bankrupt, wound up, liquidated and/or making any arrangement or composition with the Borrower's creditors, the Guarantors shall not prove in competition with the Bank in any such liquidation, bankruptcy, winding up, arrangement and/or composition in respect of the monies due from the Borrower to the Bank, but shall give the Bank the benefit of any such proof which the Guarantors shall be entitled to make, unless and until the Bank shall have received the full amount of the monies due to the Bank from the Borrower;

(r) **Avoidance of Payment**

No assurance, security or payment which may be avoided under any statutory enactment relating to bankruptcy, winding up and/or liquidation, and no release, settlement or discharge which may have been given or made on the basis of the avoidance of any such assurance, security or payment, shall prejudice or affect the Bank's right to recover from the Guarantors to the full extent of this Guarantee and Indemnity;

(s) **Adjustments**

That if the Bank has received such ultimate balance in full any claim on the Guarantors' part to any excess or any security remaining in the Bank's hand should be a matter of adjustment between the Bank, the Guarantors and any other persons laying claim thereto;

(t) **Counter Security**

That the Guarantors shall not, unless with the Bank's prior consent in writing, take directly or indirectly the liability undertaken pursuant to this



Guarantee and Indemnity, any counter security whether involving a charge on property whatsoever of the Borrower or otherwise whereby the Guarantors would, or might, on the insolvency of the Borrower and to the prejudice of the Bank, increase the proof in such insolvency or diminish the property distributable among the creditors of the Borrower, and as regards any such counter security taken by the Guarantors with the Bank's consent as aforesaid, the same shall be a security to the Bank for the fulfilment of the Guarantors' obligations under this Guarantee and Indemnity;

(u) **Lien and Set-Off**

That the Bank shall so long as any money remains owing under this Guarantee and Indemnity, have a lien on all monies now or hereinafter standing to the Guarantors' credit with the Bank, whether on current or other accounts and whether in Malaysia or elsewhere, and the Bank shall, by giving the Guarantors not less than seven (7) calendar days' prior written notice, be entitled to debit and/or set-off the Indebtedness against such monies standing to the credit of the said accounts, and in the event that the monies standing to the credit of the said accounts is in a currency other than Malaysian currency, the rate of exchange shall be at the Bank's prevailing buying rate for that currency at the time of such debit and/or set-off;

(v) **Refusal to Grant Credit Facilities**

That this Guarantee and Indemnity shall not be in any way prejudiced or affected by the Bank's discretion to grant further banking and/or other credit facilities, advances, overdrafts or loans to the Borrower whether with or without notice to the Guarantors;

(w) **Avoidance and Reduction**

That any sums or security paid or given to the Bank by or on behalf of the Borrower and/or the Guarantors, shall not constitute a valid settlement or discharge of the liability hereunder of the Guarantors under this Guarantee and Indemnity or any part thereof, if the payment of such sums or the giving of such security shall be avoided or reduced under the provisions of any law relating to bankruptcy, winding up and/or liquidation for the time being in force, and the Bank may claim against the Guarantors in the case of such avoidance and/or reduction, for the full amount or value of the aforesaid sums or security, and/or to recover from the Guarantors to the full extent of this Guarantee and Indemnity;

(x) **Subordination of Debts**

Any amount now or hereafter due and owing by the Borrower to the Guarantors (hereinafter referred to as "the Borrower's Debts") is hereby subordinated to the Indebtedness of the Borrower to the Bank, and the Borrower's debts to the Guarantors, if the Bank so require, shall be collected, enforced and received by the Guarantors on trust for the Bank and be paid over to the Bank on account of the Indebtedness of the Borrower to the Bank, but without reducing or affecting in any manner the liability of the Guarantors under this Guarantee and Indemnity;

**(y) Omission**

Nothing done or omitted by the Bank in pursuance of any authority or permission contained in this Guarantee and Indemnity shall affect or discharge the liability of the Guarantors hereunder;

**(z) Waiver of Requirements for Diligence**

The Bank may accelerate the maturity of any obligations of the Borrower under the Transaction Documents and/or under any credit or accommodation given to the Borrower or any other person, or exchange or deal with any collateral security, or change the terms and/or conditions of any credit or accommodation. The Guarantors agree that the Bank may do all or any of the above things without in any way limiting, restricting or discharging the liability of the Guarantors hereunder.

**(aa) Release/Compromise with Borrower**

That the Guarantors' liability hereunder shall not be in any way discharged, diminished or affected by any release of or compromise with the Borrower whether or not the Guarantors shall have any notice of such release, compromise or agreement and whether or not the Bank shall have reserved its rights against the Borrower.

**(bb) Change in the Guarantors**

The Guarantors' liabilities and obligations under this Guarantee and Indemnity shall not be determined or in any way prejudiced but shall continue to be valid and binding for all purposes whatsoever, in spite of any change by amalgamation, reconstruction, consolidation, merger or otherwise which may be made in the Guarantors' constitution or by the Guarantors' bankruptcy, winding up and/or liquidation, voluntary otherwise, and the Guarantors expressly agrees that no change of any sort whatsoever affecting the Guarantors shall in any way affect the security, liabilities and/or obligations created hereunder in relation to any transaction whatsoever whether past, present or future.

**3. INDEMNITY**

The Guarantors hereby further agree, undertake and confirm with the Bank that, without prejudice to any of the Guarantors' obligations to the Bank provided in this Guarantee and Indemnity, the Guarantors hereby further guarantee and undertake with the Bank to indemnify the Bank and keep indemnified the Bank against all losses, actions, proceedings, claims, demands, costs, damages and/or expenses (including legal costs on a full indemnity basis) which the Bank may incur, suffer or sustain by reason of any breach by the Borrower of any terms, conditions, undertakings and/or stipulations contained in the Transaction Documents.

**4. NOTICE OF DEMAND**

Any notice required to be issued shall be in writing and shall be deemed to have been sufficiently served on the Guarantors if it notified via the Bank's website,

displayed on the Bank's premises, is left at the usual or last known address of the Guarantors in accordance with the records kept by the Bank, or at the address abovestated of the Guarantors, or sent by ordinary mail to any of such addresses or facsimile or sent by email or other electronic or internet communication including short messaging service (SMS) or such other means as the Bank may determine from time to time. Proof of posting or despatch of any notice or communication to the Guarantors shall be deemed to be proof of receipt by the Guarantors:

- (a) if it is personally delivered, at the time of delivery;
- (b) in the case of ordinary post, seven (7) days after date of posting (save where such notice or communication is return undelivered to the Bank);
- (c) if displayed at the Bank's premises and/ or Bank's website, and deemed effective upon such display being made;
- (d) in the case of an, email or other forms of electronic or internet communication (including short messaging system (SMS) and voice recording, at the time they are sent, or
- (e) in the case of facsimile, on the Business Day immediately after transmission, provided that the sender has received an answer back confirmation.

No change in the address for service of the Guarantors howsoever brought about shall be effective or binding on the Bank unless actual notice in writing of such change has been received by the Bank.

Alternatively the Borrower shall accept the demand for payment or any other demand or notice under this Guarantee and Indemnity from the Bank, on behalf of the Guarantors, and this Clause 4 shall apply to the Borrower in like manner, except that the word "Borrower" shall be substituted for the word "Guarantors", and that the address for service of the Borrower shall be as stipulated in the Transaction Documents.

The Guarantors agree that upon any demand for payment being made pursuant to this Clause 4, the Guarantors shall make payment of the sum demanded within seven (7) days of the date of the notice of demand, and further agree that in the event that the Guarantors fail to make payment within the said period, the Bank shall be entitled to enforce all its legal rights and remedies and may take all such action as it may deem fit to recover the outstanding sum due to the Bank.

## 5. **AGENT FOR SERVICE**

The Guarantors hereby irrevocably appoints the Borrower as the Guarantor's agent for the service of any demand, notice, writ, summons, judgment or other legal process, and authorises the Borrower to accept service of such demand, notice, writ, summons, judgment or other legal process on behalf of the Guarantors. The Guarantors shall be deemed to have notice of such demand, notice, writ, summons, judgment or other legal process when the same is acknowledged received by the Borrower. The failure of the Borrower to give notice to any of the Guarantors of any such demand, notice, writ, summons, judgment or other legal process, will not affect or impair the validity of any proceedings and/or the judgments or orders based thereon, provided however that nothing contained in this clause shall be deemed to limit the right of the Bank to effect service of such demand, notice, writ, summons, judgment or legal process in any other manner permitted by law.

## 6. REPRESENTATIONS AND WARRANTIES

The Guarantors hereby represent warrant and undertake to the Bank that:-

- (a) The Guarantors have full power, authority and legal right to enter into this Guarantee and Indemnity, to engage in the transactions contemplated by this Guarantee and Indemnity, to guarantee the Indebtedness, to incur all the liabilities and other obligations for which provision is made in this Guarantee and Indemnity, and to carry out the terms and/or conditions of this Guarantee and Indemnity.
- (b) The obligations of the Guarantors under this Guarantee and Indemnity constitute the legal, valid and binding obligations of the Guarantors and are enforceable against the Guarantors in accordance with its terms and/or conditions.
- (c) The obligations of the Guarantors under this Guarantee and Indemnity are direct, unconditional, irrevocable and general obligations of the Guarantors and will rank pari passu with all other direct or contingent unsecured liabilities of the Guarantors.
- (d) Neither the execution and delivery of this Guarantee and Indemnity nor the performance or observance by the Guarantors of any of its obligations or the exercise by the Guarantors of any of its rights hereunder will:-
  - (i) contravene, conflict with or result in any breach of any of the terms, conditions, undertakings or other provisions of, or constitute a default, event of default or an event which with the giving of notice and/or lapse of time and/or the fulfilment of any condition would constitute a default or a contravention of, or be in conflict with, any law or regulation, order, franchise, concession, licence, permit or authority or any agreement, undertaking, indenture, mortgage, deed or other instrument, or any arrangement, obligation or duty applicable to, or which is binding upon or affects the Guarantors or any of its assets or revenues;
  - (ii) cause any limitation on the borrowing or any other powers of the Guarantors (whether imposed by any law or regulation, order, agreement, instrument or otherwise) or any other limitation affecting the Guarantors, to be exceeded; or
  - (iii) result in, or oblige the Guarantors to create, any charge on the whole or any part of the assets or revenue of Guarantors, present or future;
- (e) The Guarantors are not in breach or contravention of or in default under any law or regulation, order, franchise, concession, licence, permit, authority, agreement, undertaking, instrument, arrangement, obligation or duty applicable to, or which is binding upon or affect, them or any of their assets or revenues, the consequences of which breach, contravention or default, could materially and adversely affect the Guarantors' assets, liabilities, or condition (financial or otherwise) or their ability to perform their obligation hereunder; no event of default or prospective event of

default has occurred which, with the giving of notice and/or the lapse of time and/or the fulfilment of any other condition, would constitute a default under any other agreement, undertaking or instrument; and no event or omission has occurred which entitles, or which with the giving of notice and/or the lapse of time and/or the fulfilment of any other condition could entitle, any creditor of the Guarantors to declare any of the Guarantors' debts to the creditor due and payable prior to its specified maturity, and/or to cancel or terminate any credit facilities, or to decline to make advances thereunder;

- (f) No Guarantor is unable to pay their debts, and/or has entered into any voluntary arrangement, judicial management, scheme of compromise, arrangement, reorganization, reconstruction, or amalgamation or composition with their creditors and/or is bankrupt, wound up, in liquidation, and/or has committed any act of bankruptcy and/or is insolvent;
- (g) No litigation, arbitration or administrative proceedings before or of any court, tribunal or regulatory authority is presently pending or, to the knowledge of the Guarantors, threatened against the Guarantors or any their assets or revenues which might materially and adversely affect the Guarantors' assets, liabilities or condition (financial or otherwise) or their ability to perform their obligations hereunder;
- (h) There has been no material adverse change in the Guarantors' business or assets since the execution of the Transaction Documents;
- (i) The Guarantors have fully disclosed in writing to the Bank all facts relating to the Borrower and the Guarantors and which the Guarantors know or ought to have known and which are material for disclosure to the Bank in the context of the banking and the credit facilities and this Guarantee and Indemnity;
- (j) All monies to be paid by the Guarantors to the Bank come from lawful sources, and the sources of each payment do not breach the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 or similar legislation applying in the jurisdiction from which the monies originate, or any tax laws to which the Guarantor is subject to;
- (k) The Guarantors shall not engage, directly or indirectly, in a transaction that involves proceeds of any unlawful activity;
- (l) The foregoing representations and warranties shall, unless the Guarantors notify the Bank in writing to the contrary, be deemed to be correct and complied with in all material respects so long as this Guarantee and Indemnity shall remain in force;
- (m) Each of the representations and warranties set forth herein shall be deemed to be repeated at the time of each disbursement of the Facility as if made at and as of such times.

## 7. **DISCHARGE ONLY BY PERFORMANCE**

The obligations of the Guarantors shall not be discharged except by performance. Such obligations shall not be subject to the Bank giving any prior notice or demand to the Guarantors with regard to any default of the Borrower, and shall not be

impaired by any extension of time, forbearance or concession granted to the Borrower by the Bank, or the Bank's assertion of or failure to assert any right or remedy against the Borrower, or any failure of the Borrower to comply with any requirements of any law, regulations or order in Malaysia.

**8. WAIVER, RIGHTS CUMULATIVE**

No failure or delay on the part of the Bank in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the Bank upon any default on the part of the Guarantors shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or a consent in such default, nor shall any action by the Bank in respect of any default or any consent in any such default, affect or impair any right, power, privilege or remedy of the Bank in respect of any other or subsequent default. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law. In the event that any matter falls within the scope of more than one of the provisions of this Guarantee and Indemnity, nothing shall prevent the Bank from enforcing against the Guarantors the more (or most) stringent requirement.

**9. INTEREST ON JUDGMENT SUMS**

In the event a judgment is entered against the Guarantors in relation to any sums due hereunder and remaining by the Guarantors wherein it is adjudged that the Guarantors pay any sum or sums of monies to the Bank, interest shall be payable to the Bank at the rate prescribed in the Transaction Documents or at such other rate as may be determined or varied by the Bank from time to time in accordance with the terms of the Transaction Documents, until the date of full payment by the Guarantors of such sum or sums of money so adjudged to be payable to the Bank.

**10. PAYMENT WITHOUT DEDUCTION FOR TAXES**

All payment to be made by the Guarantor/Guarantors to the Bank hereunder shall be free and clear of, and without deduction for, any taxes, levies, imposts, duties, charges, fees, deductions or withholding of any nature now or hereafter imposed by any competent governmental or other authority, unless the Guarantor/Guarantors is compelled by law to deduct any such taxes, levies, imposts, duties, charges or fees or to make any such deductions or withholdings. In the latter event the Guarantors shall make the minimum deduction or withholding permitted, and will account promptly to the relevant authority for the amount so deducted or withheld (including the amount of any deduction or withholding from any additional amount paid pursuant to this Clause), will produce evidence satisfactory to the Bank of such accounting and will pay such additional amounts as may be necessary in order that the net amounts received by the Bank after such deduction or withholding shall equal the amounts the Bank would have received had no such deduction or withholding been required to be made.

**11. INCAPACITY OF GUARANTORS OR BORROWER**

This Guarantee and Indemnity shall be binding and enforceable against each Guarantor who has signed hereunder in spite of the fact:-

- (a) that this Guarantee and Indemnity has not been signed or given by one or more of the Guarantors named in this Guarantee and Indemnity, and/or any intended Guarantors;

- (b) the incapacity or bankruptcy of any one or more of the Guarantors or intended Guarantors, and/or the Borrower;
- (c) that the borrowings, and/or the incurring of the Indebtedness, may have been invalid or in excess of the powers of the Borrower or of any director, attorney, agent or any other person purporting to borrow or act on behalf of the Borrower, and in spite of any other irregularities in such borrowings and/or incurring of such Indebtedness; and/or
- (d) any defect, informality and/or insufficiency of any power or authority, in the execution of this Guarantee and Indemnity and/or the Transaction Documents.

**12. INVALIDITY OF GUARANTEE AND INDEMNITY**

If, in the opinion of the Bank, this Guarantee and Indemnity or any part thereof, is or becomes invalid, illegal, defective and/or unenforceable in any way, the Guarantors shall execute such further guarantee and indemnity as shall be in form and content acceptable to the Bank, and the costs of such further guarantee and indemnity, including but not limited to the legal fees relating thereto, shall be borne by the Guarantors.

**13. BANK'S RIGHT TO ASSIGN**

The Bank shall be at liberty, for the purpose of facilitating its business, operations, services or such other events or such other things as the Bank may reasonably determine, assign and/or transfer any and/or all of the Bank's rights, benefits and/or interest under this Guarantee and Indemnity to any party the Bank deems fit by notice to the Guarantors, and all costs and expenses incidental thereto shall be paid by the Guarantors.

**14. COSTS AND EXPENSES**

All costs and disbursements of and incidental to this Guarantee and Indemnity herein, and the collection of any money due or to become due hereunder, including the Bank's legal costs on a full indemnity basis, shall be borne by the Guarantors.

**15. INDEPENDENT LEGAL ADVICE**

The Guarantors are hereby advised to seek independent legal advice on the effects and/or consequences of the Guarantors signing this Guarantee and Indemnity, and the Guarantors agree that the provisions contained herein shall be binding on the Guarantors.

**16. WAIVER OF ALL RIGHTS AS GUARANTOR/GUARANTORS**

In order to give effect to this Guarantee and Indemnity, the Guarantors hereby waive all rights and privileges which the Guarantors might otherwise as sureties be entitled to claim, and waive all rights inconsistent with the provisions of this Guarantee and Indemnity.

**17. ILLEGALITY**

If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be prejudiced,

affected or impaired thereby and shall remain enforceable.

18. **TIME**

Time wherever mentioned shall be of the essence of this Guarantee and Indemnity.

19. **INCORPORATION OF THE TERMS OF THE LETTER OF OFFER, FACILITY AGREEMENT AND GENERAL TERMS AND CONDITIONS**

All the terms and/or conditions of the Letter of Offer, Facility Agreement (if applicable) and General Terms and Conditions shall be deemed to be incorporated into and form part of this Guarantee and Indemnity, subject to such alterations or variations where necessary to make the provisions of this document consistent with the provisions of such Letter of Offer, Facility Agreement (if applicable) and the General Terms and Conditions and in the event of any conflict or discrepancy between the provisions of the Letter of Offer, Facility Agreement (if applicable) and the General Terms and Conditions and any of the provisions of this document, the provisions of this Guarantee and Indemnity shall prevail.

20. **LAW AND JURISDICTION**

This Guarantee and Indemnity shall be governed and construed in all respects in accordance with the Laws of Malaysia and the parties hereto submit to the jurisdiction of the Courts of Malaysia in all matters connected with or arising under this Guarantee and Indemnity.

21. **SUCCESSORS BOUND**

This Guarantee and Indemnity shall be binding upon the heirs, personal representatives, permitted assigns and/or successors in title of the Guarantors, and the respective successors-in-title and assigns of the Bank.

22. **DECLARATION BY GUARANTORS**

The Guarantors declare that they have read and understood this Guarantee and Indemnity, and are fully aware of their liabilities under this Guarantee and Indemnity before the execution of the same.

23. **DISCLOSURE**

23.1 The Guarantors hereby agrees that the Bank is permitted to disclose any information relating to the Security Documents and/or the Guarantors' affairs or accounts, to such persons under Schedule 11 of the Financial Services Act 2013 including:

- (a) Bank Negara Malaysia or other regulatory authorities or enforcement authority or body (governmental or otherwise) under any Applicable Laws in or outside Malaysia;
- (b) pursuant to any subpoena or request or order of the courts; and
- (c) here disclosure is required or permitted by Applicable Laws.

23.2 The Guarantors also agree, consent to and authorize the Bank to the above disclosure to:



- (a) any of the Bank's agents, service providers, auditors, legal counsel and/or professional advisors, in or outside Malaysia for facilitating and/or protecting the business, operations, facilities and services provided by the Bank and CIMB Group (as defined below);
- (b) any entity within the corporate group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("**CIMB Group**") whether such CIMB Group are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia for facilitating the business, operations, provision of the Facility and/or other related services, and performance of the contract by the Bank and CIMB Group;
- (c) any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank whether in or outside Malaysia in order to comply with any order, demand, request or reporting requirement, or for the purposes of potential litigation or litigation involving the Bank as and when required or requested to do so from time to time and at any time;
- (d) any financial institution, company and/or organisation that assist or facilitate the processing and/or fulfillment of transactions or instructions that the Borrower and/or Guarantors has requested and/or given to the Bank;
- (e) the Borrower, Syarikat Jaminan Pembiayaan Perniagaan Berhad (Registration No. 200901008332 (851317-W)), Credit Guarantee Corporation Malaysia Berhad (Registration No. 97201000831 (12441-M)) and/or any counterparty to any agreements and/or transactions which may constitute or form the basis of any Security Interest to be provided by the Guarantors to the Bank to secure the Facility;
- (f) any potential transferee or assignee with whom the Bank is negotiating the transfer, assignment and novation of the rights or obligations under or by reference to the Facility and the relevant Security Document;
- (g) any insurer or takaful provider or insurance/takaful broker or direct or indirect provider of credit protection of the Bank or which is required for the maintenance of the Facility and any of the Security Documents; and
- (h) agencies including credit reference reporting agencies or governmental agencies or financial institutions for the purpose of conducting searches or credit reference checks on the Borrower and/or the Guarantors or any of their respective directors, shareholders, officers or any other person, individual or entity related to and or associated with the Borrower and/or the Guarantors

23.3 The Guarantors agree that such consent given in Clause 23.2 cannot be withdrawn where such disclosure is necessary for the provision of the Facility secured by the relevant Security Documents or the Bank's performance of the terms and conditions with the Borrower and/or the Guarantors or the Bank's compliance with any contractual or legal requirement.

23.4 The Guarantors acknowledge that the disclosure by the Bank to CIMB Group may also be for cross selling purposes provided always that **disclosure for cross**

**selling purposes shall not be effected if such disclosure is objected by the Guarantors.**

24. **COUNTERPARTS**

This Guarantee and Indemnity may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy.

25. **STAMP DUTY**

The Guarantors shall pay all stamp duties and other such charges payable on or incidental to this Guarantee and Indemnity, and shall reimburse the Bank for any such duties or charges paid by the Bank which shall form part of the Indebtedness.

26. **PRIVACY CLAUSE (FOR CORPORATE GUARANTORS) WHERE ANY OF THE GUARANTORS IS A CORPORATION (INCLUDING BUT NOT LIMITED TO THE ENTITIES FALLING WITHIN THE DEFINITION OF "CORPORATION" DEFINED IN THE COMPANIES ACT 2016) THIS CLAUSE SHALL APPLY.**

The Guarantors hereby irrevocably consents and authorises, and confirms that it has duly obtained the consent and authority of its directors, shareholders, officers, guarantors, security providers, business partners, subsidiaries, associated companies and/or any other person, individual and/or entity related to or associated with the Guarantor as determined by the Bank (hereinafter referred to either singly or collectively as "**Relevant Person**"), for the Bank:

- (i) to be provided with information as may be required by the Bank for processing pursuant to the Personal Data Protection Act 2010 including for use in accordance with relevant terms and conditions and for the purpose of the facility/account;
- (ii) to carry out the necessary reference checks including but not limited to credit reference/reporting checks with credit reference/reporting agencies, including but not limited to Central Credit Reference Information System (CCRIS), Financial Information Services Sdn Bhd (FIS) and/or any other agencies and/or from any financial institution and to provide to such aforesaid party(s) with the required information requested to enable the Bank to ascertain the status of the Guarantors and its Relevant Person as may be required by the Bank for the purposes of the grant and/or continued maintenance of the facility/account; recovery of debts owing under the facility/ account; any purpose related to or in connection with facility/ account under this Guarantee and Indemnity; and/or for any other purposes that is required or permitted by law, regulations, guidelines and/or relevant regulatory authorities;
- (iii) to disclose the said Relevant Person's personal information to the classes of parties described in the CIMB Group Privacy Notice (which is available at [www.cimbbank.com.my](http://www.cimbbank.com.my) and [www.cimbislamic.com](http://www.cimbislamic.com)); and
- (iv) to provide the said Relevant Person with information on the Bank's products, banking facilities, services and/or offers which may be of interest and/or financial benefit to them,

at the Bank's discretion, without further reference to the Guarantors and/or its Relevant Person. The Guarantors agrees to undertake the responsibility to update the Bank in writing should there be any change to the personal and financial, credit

information relating to the said Relevant Person. Should the said consent and/or authority be subsequently revoked by any of the said Relevant Person, the Guarantors agrees that the Bank shall have the right to terminate the Facility/ close the account.

This clause shall be without prejudice to any other clause in this Guarantee and Indemnity which provides for the disclosure of information.

27. **PRIVACY CLAUSE (FOR NATURAL PERSONS) WHERE ANY OF THE GUARANTORS IS AN INDIVIDUAL (INCLUDING BUT NOT LIMITED TO SOLE PROPRIETOR, PARTNERSHIPS, REGISTERED BUSINESSES AND ASSOCIATIONS)**

The Guarantors hereby confirm that the Guarantors has read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at [www.cimbbank.com.my](http://www.cimbbank.com.my) and [www.cimbislamic.com](http://www.cimbislamic.com)) and the clauses herein, as may relate to the processing of the Guarantors' personal information. For the avoidance of doubt, the Guarantors agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Guarantee and Indemnity.

In the event the Guarantors provide personal and financial information relating to third parties, including information relating to the Guarantors' next-of-kin and dependents (where the Guarantors are individuals) or information relating to its directors, shareholders, officers, individual guarantors and security providers (where the Guarantors are corporations), for the purpose of opening or operating the Guarantors' account(s)/facility with the Bank or otherwise subscribing to the Bank products and services, the Guarantors (a) confirm that the Guarantors has obtained their consent or are otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with this Guarantee and Indemnity; (b) agree to ensure that the personal and financial information of the said third parties is accurate; (c) agree to update the Bank in writing in the event of any material change to the said personal and financial information; and (d) agree to the Bank's right to terminate this Guarantee and Indemnity should such consent be withdrawn by any of the said third parties.

Where the Guarantors instructs the Bank to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or the Bank's agents to enter into any cross-border transaction on behalf of the Guarantors, the Guarantors agrees to the above said disclosures on behalf of the Guarantors and others involved in the said cross-border transaction.

The Bank may carry out the necessary reference checks including credit reporting/reference checks with credit reporting/reference agencies, including but not limited to CCRIS, FIS and/or any other agencies and/or from any financial institution to enable the Bank to ascertain the Guarantors' status as may be required to help make decisions, for example when the Bank need to (a) check details on applications for credit and credit-related or other facilities; (b) manage credit and credit-related accounts or facilities, including conducting reviews of the Guarantors' portfolio(s); recover debts; and/or any purpose related to or in connection with the account/facility under this Guarantee and Indemnity. The Guarantors will be linked by credit reporting/reference agencies to any other names the Guarantors use or have used, and any joint and several applicants. We may also

share information about the Guarantors and how the Guarantors manage the Guarantors' account(s)/facility with relevant credit reporting/reference agencies.

Even after the Guarantors has provided the Bank with any information, the Guarantors will have the option to withdraw the consent given earlier. In such instances, the Bank will have the right to not provide or discontinue the provision of any product, service, account(s) and/or facility that is/are linked with such information.

The Bank reserves the right to amend this clause from time to time at the Bank's discretion and shall provide prior notification to the Guarantors in writing and place any such amendments on the Bank's websites and/or by placing notices at the banking halls or at prominent locations within the Bank's branches.

For the purposes of the Privacy Clause (For Corporate Guarantor) and Privacy Clause (For Natural Persons), the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 7 of the Companies Act 2016 and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia and the use of the words "the Bank", and "the Bank's" are to be read as references to the CIMB Group.

This clause shall be without prejudice to any other clause in this Guarantee and Indemnity which provides for the disclosure of information.

[the rest of the page is intentionally left blank]

**\* For Individual Guarantors (if applicable)**

**IN WITNESS WHEREOF** the parties have hereunto set their respective hands the day and year, first abovewritten.

Signed by the Guarantors )

in the presence of:- )

)

-----

-----

Signed by the Guarantors )

)

in the presence of )

)

-----

-----

Signed for and on behalf of )

**CIMB BANK BERHAD** )

in the presence of )

)

-----

**\* For Corporate Guarantors (if applicable)**

IN WITNESS WHEREOF the parties have hereunto set their respective hands the day and year, first abovewritten.

The Common Seal of )  
(to insert the Guarantors' Name) )  
(Registration. No. ) )  
was affixed hereunto in accordance with its )  
Constitution in the presence of:- )

-----  
Director

-----  
Director/Secretary

Signed for and on behalf of **CIMB BANK** )  
**BERHAD** (Registration No. 197201001799 )  
(13491-P) in the presence of:- )  
)

-----

<b>SCHEDULE</b> (which is to be taken, read and construed as an essential part of this Guarantee and Indemnity)		
<b>Section</b>	<b>Item</b>	<b>Particulars</b>
1.	Date and year of this Guarantee and Indemnity	
2.	Name, description and address of the Guarantors	
3.	Address of the Branch	
4.	Description of the Facility and the maximum amount granted	
5.	Name, description and address of the Borrower	
6.	Date and year of the Letter of Offer	