

Date:

To:

TECH TITAN DISTRIBUTION SDN. BHD. (884981-W)

(Formerly known as k Now Distribution Sdn Bhd)

Wisma Tech Titan

Menara 3A, No 3, Jalan Bangsar

KL Eco City

59200 Kuala Lumpur

Dear Sirs,

LETTER OF GUARANTEE AND INDEMNITY

In consideration of your supplying goods and services or continuing to supply goods and services and/or giving credit to _____ (hereinafter called "**the Customer**") at my/our request or inducement in such manner to such extent on such terms and conditions and for so long as you may deem fit, I/we, the undersigned do hereby irrevocably and unconditionally jointly and severally:

- a) guarantee, as principal debtor/s and not merely as surety/ies the payment on demand of all monies due to you including but not limited to the principal sum and late payment charges at the rate of 1.5% per month on arrears of payment from the due date to the date of full settlement or at such other rate which you may from time to time stipulate and the discharge of all liabilities incurred to you by the Customer whether alone or with any other body(ies) or person(s); and
- b) further undertake to indemnify and keep you fully and completely indemnified against all losses, actions, proceedings, claims demands, damages, cost and expenses (including but not limited to legal fees on a Solicitor and client basis) whatsoever which you may incur or sustain by reason of the failure on the part of the Customer to pay all monies due to you and discharge all liabilities incurred to you by the Customer.

I/ We hereby agree that:

- 1) This Guarantee and Indemnity shall continue to be in full force and effect until all outstanding sums together with all charges aforesaid have been repaid to you.
- 2) This Guarantee and Indemnity shall be without prejudice to and shall not be affected by nor shall I/we be released or exonerated by any of the matters following, whether with or without consent by or notice to me/us:
 - (i) the refusal of any further supplies of goods to the Customer or the determination increase or variation of any credit or terms of credit to the Customer,
 - (ii) the variation, exchange, renewal, release or modification of any securities, negotiable or otherwise including other guarantees which you may now or at any time hereafter hold from the Customer or any other person or persons in respect of any monies hereby guaranteed or the refusal or neglect to complete enforce or assign any judgment specialty or other security or instrument negotiable or otherwise and whether satisfied by payment or not;

- (iii) any time given or extended to the Customer and/or any other person or persons (including parties to any negotiable or other security instrument guarantee or contact) including ourselves or any of us or any other indulgence granted to or release compromise composition or arrangement made with the Customer and or any other person or persons including ourselves or any of us; and
 - (iv) the winding-up, liquidation or dissolution of the Customer or the death, bankruptcy, insanity, or incapacity of the Customer.
- 3) Any statement of indebtedness in writing signed by any of your authorised officers shall be conclusive proof of the amount of indebtedness of the Customer to you and any judgment recovered by you against the Customer in respect of such indebtedness shall be binding and conclusive on and against me/us or anyone of us or my/our executors, administrators and legal representatives in all Courts of Law and elsewhere.
- 4) This Guarantee and Indemnity shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security now or hereafter held by you for all or any part of the monies hereby guaranteed nor shall such collateral or other security or any lien to which you may be otherwise entitled to or the liability of any person or persons nor parties hereto for all or any part of the monies hereby secured be in anyway prejudiced or affected by this Guarantee and Indemnity. And all monies received by you from me/us or any one of us or the Customer or any person or persons liable to pay the same may be applied by you to any account or item of account or to any transaction which the same may be applicable.
- 5) You shall be at liberty to release or discharge any of us from the obligations of this Guarantee and Indemnity or to accept any composition from or make any other arrangements with any of us without thereby prejudicing or affecting your rights and remedies against the other or others of us, whether or not the remaining of us shall have notice of or assented to such release, discharge composition or other arrangements and whether or not you have reserved your remedies against the other or others of us, and the bankruptcy, death, insanity or incapacity of any one of us shall not affect the liability of the other or others of us.
- 6) Any money received hereunder may be placed and kept to the credit of a suspense account or accounts for so long as you think fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any monies or liabilities due or incurred by the Customer. Notwithstanding any such payment, in the event of any proceedings in or analogous to bankruptcy liquidation composition or arrangement, you may prove for and agree to accept any dividend or composition in respect to the whole or any part of such monies and liabilities in the same manner as if this Guarantee and Indemnity had not been given. If the Customer shall become bankrupt or in the case of the Customer being a corporation become subject to winding-up proceedings whether voluntary or otherwise you may notwithstanding payment to you by me/us or any one of us or any person of the whole or any part of the amount hereby guaranteed rank as creditor and prove against the assets or estate of the Customer for the full amount of your claim and you may and shall receive and retain the whole of the dividends to the exclusion of all my/our rights as guarantors in competition with you until your claim is fully satisfied. No money or dividend received by you in the bankruptcy insolvency or winding-up of the Customer shall be treated as received in respect of this Guarantee and Indemnity or otherwise in relation to me/us but the full amount hereby guaranteed shall be payable by me/us until you have recovered from all sources one hundred sen in the Ringgit on the ultimate balance outstanding against the Customer.
- 7) No assurance security or payment which may be avoided under any enactments relating to bankruptcy or under Section 528 or 529 of the Companies Act 2016 or any statutory

modification or re-enactment 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 right to recover from me/us or any one of us to the full extent of this Guarantee and Indemnity as if such assurance security payment release settlement or discharge (as the case may be) had never been granted given or made.

- 8) Save as may herein be otherwise provided any notice or demand hereunder shall be deemed to have been sufficiently given if sent by prepaid post to my/our address(es) provided below or to my/our last known address(es) and shall be presumed to have reached the addressee in the ordinary course of post. In case of my/our death or the death of any one of us any notice or demand by you sent by post as aforesaid addressed to me/us or my/our personal representative(s) at my/our address(es) last known to you or stated herein shall for all purposes of this Guarantee and Indemnity be deemed a sufficient notice or demand by you to me/us and my/our personal representative(s) and shall be as effectual as if I/we were still living.
- 9) I/We hereby declare that I/we have not received any security from the Customer for the giving of this Guarantee and Indemnity and I/we agree that I/we will not as long as any monies from time to time and at any time due and payable by the Customer remain outstanding take any security from the Customer in respect of my/our liabilities hereunder and I/we agree that in the event of my/our taking such security they shall be held in trust for you and forthwith be deposited with you.
- 10) My/our liabilities and obligations under this Guarantee and Indemnity shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation reconstruction or otherwise which may be made in your constitution or in the constitution of the Customer notwithstanding any reconstruction by you or the Customer involving the formation of and transfer of all or any of your or the Customer's assets to a new company or notwithstanding the sale of all or any part of your or the Customer's undertaking and assets to another company whether the company or companies with which you or the Customer amalgamate or the Company to which you or the Customer transfer all or any of your or the Customer's respective assets either on a reconstruction or sale as aforesaid shall or shall not differ in its objects character or constitution from you or the Customer it being my/our intent that this Guarantee shall remain valid and effectual in all respects in favour of, against and with reference to and that the benefit of this Guarantee and all rights conferred upon you hereby as may be assigned to and enforced by such company or companies, or person or persons and proceeded in the same manner to all intents and purposes as if such company or companies, person or persons had been named instead of yourself.
- 11) All monies received from or on account of the Customer from any person or from the realisation of any security or otherwise shall be treated for all purposes as payments in gross and not as appropriated or attributable to any specific part of item of the monies owing to you even if appropriated thereto by the person otherwise entitled so to appropriate. All securities now or at anytime held by you shall be treated as securities for the said general balance. I/We will make no claim to such securities or any part thereof or any interest therein unless and until I/we have paid all monies due from me/us under this Guarantee and Indemnity and you have received the full amount of such general balance.
- 12) All sums payable by me/us under this Guarantee and Indemnity shall be paid in full without set-off, counter-claim, condition or qualification of any nature whatsoever.
- 13) This Guarantee and Indemnity shall be a continuing guarantee and security for all monies whatsoever now or hereafter owing to you by the Customer whether alone or jointly and severally with another or others and whether as principal or surety notwithstanding that the

Customer may at any time or times cease to be indebted to you for any period or periods and notwithstanding any settlement of accounts or accounts or otherwise.

- 14) My/Our liabilities hereunder shall subsist whether or not you have a legal right or claim against the Customer and/or any other surety and/or against any security you may now or at any time hereafter or from time to time have from or against the Customer or any other person for any sum, loss or damage and whether or not you have availed yourself of your legal remedies against the Customer and/or any other surety and/or against any security as aforesaid.
- 15) All costs and disbursements of and incidental to this Guarantee and Indemnity and the collection of any monies due or to become due hereunder including your legal costs on a full indemnity basis shall be borne by me/us.
- 16) No failure to delay by you in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege exclude any further exercise thereof or the exercise of any other right, power or privilege by you.
- 17) I/We confirm that the contents and effects of this Guarantee and Indemnity have been explained to me/us and I/we have fully understood the same before signing this Guarantee and Indemnity.
- 18) Notwithstanding anything hereinbefore contained this Guarantee and Indemnity shall not be avoided by the failure or neglect of any of the guarantors to execute same or any guarantee, by shall be binding on all those guarantors who have actually executed.
- 19) This Guarantee and Indemnity shall be binding upon my/our respective heirs, personal representatives, administrators and permitted assigns and your successors-in-title and assigns.
- 20) This Guarantee and Indemnity shall be governed by and construed in all respects in accordance with the laws of Malaysia and I/we hereby submit to the jurisdiction of the courts of Malaysia in Kuala Lumpur, in all matters connected with my/our obligations and liabilities hereunder and I/we 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 post to my/our respective address(es) set out below or my/our last known address(es).
- 21) This Guarantee and Indemnity shall not be determined or effected by the death or insanity of any one or more of us but shall in all respects and for all purposes be binding and operative until determined as to future transactions by ninety (90) days (or such longer period as you stipulate) notice in writing to you by us or any one of us or by the personal representatives of any one of us who may be dead or in case of insanity of any of us by the person legally entitled to represent the insane person provided always that such notice shall not affect my/our liability from monies, obligations or liabilities, present or future actual or contingent due owing or incurred prior to its expiration. During the pendency of such notice, you may fulfill any requirements of the Customer based on agreements express or implied prior to receipt of such notice and you may continue to supply goods and/or give further credit or accommodation to the Customer as you would have done had you not received such notice and any monies due or remaining unpaid at or after the expiration of such notice shall form part of the whole amount outstanding. Upon the expiry of the said notice, this Guarantee and Indemnity shall be determined as to future transactions as regards the person who has given notice as aforesaid. In the event that this Guarantee and Indemnity is signed by more than one (1) person, the notice of termination shall be signed by all of us jointly.

In This Guarantee and Indemnity unless otherwise inconsistent:

- I. words in the singular include the plural, and words in the plural include the singular; and
- II. when this Guarantee and Indemnity is given or execute by two (2) or more persons, agreements, covenants, guarantees, stipulations and undertakings expressed to be made by and on the part of such persons shall be and are binding upon such persons jointly and severally.

Signed by the Guarantor,

Witnessed by,

Name:
NRIC No:
Company Stamp:

Name:
NRIC No:

Signed by the Guarantor,

Witnessed by,

Name:
NRIC No:
Company Stamp:

Name:
NRIC No: