

## GUARANTEE OF HIRE PURCHASE AGREEMENT

### IMPORTANT NOTICE TO GUARANTORS

This guarantee is entered into by way of a deed and will create legal obligations and liabilities on your part. You are strongly advised to seek independent legal advice before you execute this Guarantee.

**TO: HS FINANCING PTE. LTD.,** having its registered address at 520 Lorong 6 Toa Payoh #01-59 HDB Hub Singapore 310520 including its successors in title, permitted assigns and permitted transferees (the "Company").

I/We, the undersigned \_\_\_\_\_

\_\_\_\_\_ ("the Guarantor"), hereby agree as follows:-

1. In consideration of the Company's agreement at the Guarantor's request to enter into Hire Purchase Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ ("the Hire Purchase Agreement" which expression shall include any variation or amendment thereto) made between the Company and \_\_\_\_\_ ("the Hirer"), the Guarantor HEREBY IRREVOCABLY AND UNCONDITIONALLY, JOINTLY AND SEVERALLY guarantee (a) to pay to the Company upon first written demand by the Company to the Guarantor all sums which may be or become due to the Company under or arising out of the Hire Purchase Agreement together with interest, charges, costs and expenses (including legal costs on an indemnity basis) ("Guaranteed Money", which expression shall include any part thereof) and (b) the due performance by the Hirer of each and every term and condition in the Hire Purchase Agreement to be performed and observed by the Hirer.
2. This Guarantee shall be continuing security for the Guaranteed Money and shall be construed and take effect as a guarantee of the Guaranteed Money until the Guaranteed Money have been satisfied. This Guarantee shall continue in full force and effect until all amounts due from the Guarantor under this Guarantee have been paid in full and the Hirer has no liability under the Hire Purchase Agreement.
3. This Guarantee 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 the Company for the Guaranteed Money nor shall such collateral or other security or any lien to which the Company may be otherwise entitled or the liability of any person or persons not parties hereto for all or any part of the Guaranteed Money be in any way prejudiced or affected by this Guarantee.
4. No disposition assurance security or payment which may be avoided under any law relating to bankruptcy or under any provisions of the Companies Act (Cap 50) or any statutory modification thereof or under any other applicable laws or is otherwise avoided in any manner and no release settlement or discharge which may have been given or made on the faith of any such disposition assurance security or payment shall prejudice or affect the Company's right to recover from the Guarantor monies to the full extent of this Guarantee as if such disposition assurance security payment release settlement or discharge had never been granted given or made.
5. All dividends compositions and monies received by the Company from the Hirer or from any other company person or estate capable of being applied by the Company in reduction of the indebtedness of the Hirer shall be regarded for all purposes as payments in gross and in the event of bankruptcy or winding-up or any receiving order or other analogous order being made or any other analogous events occurring under any applicable laws in relation to the Hirer the Company shall be entitled to prove in the bankruptcy winding-up dissolution or liquidation of the Hirer in respect of the whole of the Hirer's indebtedness to the Company and without any right of the Guarantor to be subrogated to the Company in respect of any such proof until the Company shall have received in the bankruptcy winding-up or liquidation of the Hirer or from other sources one hundred (100) cents in the dollar.
6. Any payments by the Guarantor hereunder shall be made without any set-off or counterclaim and shall be free and clear of any taxes including withholding taxes, import or levies. If the Guarantor is required to make any payment hereunder subject to the deduction or withholding of tax, the Guarantor shall increase the sum payable by him to the extent necessary to ensure that, after making the required deduction or withholding, the Company receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such

deduction or withholding been made or required to be made. The Guarantor shall thereafter submit all tax receipts or such evidence of payment of tax to the Company as soon as reasonably practical.

7. If any monies shall be paid by the Guarantor to the Company under this Guarantee, the Guarantor shall not in respect of the amount so paid seek to enforce payment or repayment or to exercise any other rights (including but not limited to the right of recovery, or right to nominate, appoint or support the nomination or appointment of any liquidator, judicial manager or private trustee in bankruptcy) or legal remedies of whatsoever kind which may accrue howsoever to the Guarantor in respect of the amount so paid until the Guaranteed Money owing from the Hirer to the Company has been fully paid to the Company. The Guarantor will not prove in competition with the Company for any monies owing by the Hirer to the Guarantor on any account whatsoever and/or in respect of any monies due or owing from the Hirer to the Company but will give to the Company the full benefit of any proof which the Guarantor may be able to make in the bankruptcy or winding-up or liquidation of the Hirer or in any arrangement or composition with creditors until the Company shall have received all monies guaranteed hereunder outstanding and remaining unpaid by the Hirer to the Company.
8. Any indebtedness of the Hirer now or hereafter held by the Guarantor shall be fully subordinated to the indebtedness of the Hirer to the Company and such indebtedness of the Hirer to the Guarantor if the Company so requires shall be collected enforced and received by the Guarantor as trustee for the Company and shall be paid over to the Company on account of the indebtedness of the Hirer to the Company but without reducing or affecting in any manner the liability of the Guarantor under this Guarantee until all the Guaranteed Money has been fully paid to the Company.
9. The Guarantor agrees and acknowledges that the obligations and liabilities of the Guarantor hereunder shall be absolute and unconditional and in addition to the other provisions of this Guarantee, shall not be abrogated, prejudiced, affected or discharged:
  - (a) by the invalidity, unenforceability, cancellation, termination or rescission of the Hire Purchase Agreement;
  - (b) by any amendment, variation or modification of any term(s) of the Hire Purchase Agreement but so that the Guarantor shall not be liable by reason of such variation for payment of any sum greater than the total amount for which the Guarantor would have been liable if such variation had not been made;
  - (c) by any assignment by the Hirer of the Hirer's rights title and interests in the Hire Purchase Agreement;
  - (d) by the Company granting explicitly or by conduct or otherwise, whether directly or indirectly, to the Hirer, any of the Guarantor or any other person of any time, forbearance, concession, credit compounding, compromise, waiver, variation, renewal, release, discharge or other advantage or indulgence;
  - (e) by the Company failing neglecting or deciding not to recover the moneys hereby guaranteed or any part thereof by the realisation of any collateral or other security or in any manner otherwise or in the event of enforcement by the Company of any collateral or other security or any remedy or otherwise, by any act, omission, negligence or other conduct or failure on the part of the Company or any other person in connection therewith;
  - (f) by any laches, acquiescence, delay, acts, omissions, mistakes on the part of the Company or any other person;
  - (g) by reason of any agreement, deed, mortgage, charge, debenture, guarantee indemnity or security held or taken at any time by the Company or by reason of the same being void, voidable or unenforceable;
  - (h) by any moratorium or other period staying or suspending by statute or order of any court or other authority all or any of the Company's rights, remedies or recourse against the Hirer or any of the Guarantor;
  - (i) by reason of any other dealing, matter or thing which, but for the provisions of this Clause, could or might operate to affect or discharge all or any part of the obligations and liabilities of the Guarantor hereunder;
  - (j) by the Company asserting or failing to assert any right or remedy against the Hirer or doing or omitting to do any act in pursuance of any authority or permission contained in this Guarantee.
10. The Guarantor declares he has not taken and undertakes not to take directly or indirectly from the Hirer in respect of his liability and obligation hereunder any security of any nature whatsoever whereby the

Guarantor or any person claiming under him might in the Hirer's bankruptcy or winding-up or liquidation increase the proofs in such bankruptcy or liquidation or diminish the property available for distribution to the Company's detriment. In the event any security is or may hereafter be held by the Guarantor from the Hirer in respect of his liability hereunder the same shall be held in trust for the Company and as security for the Guarantor's liability hereunder.

11. For the consideration aforesaid and as a separate and independent stipulation:-

- (a) As between the Company and the Guarantor, the Guarantor shall be liable for the Guaranteed Money as if it were the sole or principal debtor and not merely as surety;
- (b) the Guarantor agrees that all sums of money which may not be recoverable from the Guarantor on the footing of a guarantee whether by reason of any legal limitation disability or incapacity including without limitation the bankruptcy or winding-up or liquidation or any other analogous events in relation to the Hirer under any other applicable laws or any other fact or circumstance whether known to the Company or not shall nevertheless be recoverable from the Guarantor on demand as though the Guarantor was the sole and principal debtor;
- (c) The Guarantor agrees to furnish and provide the Company with and permits the Company to obtain all such statements information explanation and data as the Company may reasonably require from time to time regarding the operations and financial affairs of the Guarantor.

12. This Guarantee shall continue to bind the Guarantor notwithstanding:

- (a) any change by amalgamation reconstruction or otherwise which may be made in the constitution of the Company;
- (b) any winding up (whether voluntary or compulsory), judicial management, amalgamation or reconstruction of or affecting the Hirer or any defect informality or insufficiency of the Hirer's powers to borrow, raise money or incur financial indebtedness; or
- (c) any winding up (whether voluntary or compulsory), amalgamation or reconstruction of or affecting the Guarantor.

13. This Guarantee shall not be prejudiced diminished or affected in any way nor shall the Guarantor or any of them be released or exonerated (with or without consent from or notice to the rest of the Guarantor):

- (a) by any release or discharge given to any of the Guarantors from this Guarantee or any other guarantees; or
- (b) by reason of this Guarantee being (on whatsoever grounds) determined or becoming invalid, non-binding or unenforceable against a Guarantor or any of them, whether *ab initio* or from any time after execution of this Guarantee; or
- (c) by the fact that any Guarantor, whom it was intended shall execute or be bound by this Guarantee, may not execute or be effectually bound by this Guarantee, whether or not this fact is known to the Company.

14. The Guarantor represents and warrants that:

- (a) where the Guarantor is a company, it is a company duly incorporated, validly existing and registered under the laws of its place of incorporation and has the power and all necessary governmental and other consents, approvals, licences and authorities under any applicable jurisdiction to own its assets and carry on its business;
- (b) where the Guarantor is an individual, he is of full legal capacity;
- (c) it is empowered to enter into, exercise its rights and perform and comply with its obligations contained in this Guarantee and no limits on its powers will be exceeded as a result of its entering into this Guarantee;
- (d) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order to enable it lawfully to enter into, exercise its rights and perform and comply with its obligations contained in this Guarantee and to ensure that those obligations are legally binding and enforceable have been taken, fulfilled and done;
- (e) where the Guarantor is a company, the requisite resolutions of its board of directors have been duly and properly passed at a duly convened and constituted meeting at or by resolution in writing under which all statutory and other relevant formalities were observed to authorise its execution and performance of this Guarantee and such resolutions are in full force and effect and have not been varied or rescinded;

- (f) where the Guarantor is a limited liability partnership, the requisite resolutions in writing have been duly and properly passed at a duly convened and constituted meeting of its partners to authorise its execution and performance of this Guarantee and that such resolutions are in full force and effect and have not been varied or rescinded;
  - (g) the giving of this Guarantee constitutes the legal, valid and binding obligations of the Guarantor enforceable in accordance with its terms;
  - (h) the giving of this Guarantee will not result in:
    - (i) any breach of any law to which the Guarantor is subject or where the Guarantor is a company, of any of the memorandum and articles of association or other constitutional documents of the Guarantor; or
    - (ii) any breach of any deed, agreement or obligation of the Guarantor made with or owed to any other person; or
    - (iii) any breach of any limits on any powers of the Guarantor; or
    - (iv) any breach of the limited liability partnership agreement where the Guarantor is a limited liability partnership.
15. The Guarantor's obligations hereunder shall be binding on his personal representatives. The Guarantor may not assign or transfer any rights or obligations under this Guarantee without the Company's prior consent in writing. The Guarantor agrees that the Company may at any time without the Guarantor's consent transfer and assign all or any part of the Company's rights under this Guarantee.
16. The obligations and liabilities of the Guarantor (if more than one) under this Guarantee shall be joint and several and shall be enforceable accordingly. All representations, undertakings and other obligations of the Guarantor in this Guarantee shall (if more than one) be deemed to be made or undertaken by and binding on each of them jointly and severally. This Guarantee shall not be revoked or otherwise prejudiced or impaired as to any one or more joint Guarantors by the incapacity, bankruptcy, liquidation, judicial management or insolvency of any of the joint Guarantors.
17. If this Guarantee is signed or intended to be signed by or on behalf of more than one person (such persons being referred to as "Original Signatories") and any one or more of the Original Signatories did not sign or is not bound by this Guarantee for any reason whatsoever, the remaining Original Signatory/Signatories shall continue to be bound by the provisions of this Guarantee as if such other Original Signatory/Signatories had never been party hereto.
18. The Guarantor shall indemnify the Company and reimburse the Company on demand for all costs and expenses (including legal costs on a full indemnity basis) incurred:
- (a) in connection with the negotiation, preparation, execution, perfection and completion of this Guarantee or any of the documents referred to in, or the transactions contemplated by this Guarantee; and
  - (b) in connection with the enforcement or preservation of its rights under this Guarantee or any of the documents referred to in this Guarantee in any jurisdiction.
19. A statement or certificate signed by a manager, employee or officer of the Company as to the monies and liabilities for the time being due to or incurred by the Company shall be final and conclusive and be binding on the Guarantor, save for fraud or manifest error.
20. (a) Without prejudice to the other provisions of this Guarantee any amount received or recovered by the Company in a currency other than the contractual currency whether as a result of or of the enforcement of a judgment or order of court or tribunal of any jurisdiction in the dissolution of the Hirer and/or the Guarantor or otherwise, shall only constitute a discharge to the extent of the amount in the contractual currency which the Company is able in accordance with its usual practice to purchase with the amount so received or recovered in such other currency on the date of that receipt or recovery (or if it is not practicable to make that purchase on that date on the first date on which it is practicable to do so).
- (b) If that amount in the contractual currency is less than the amount in the contractual currency due to the Company by the Hirer, the Guarantor shall indemnify the Company against any loss sustained by the Company as a result. In any event, the Guarantor shall indemnify the Company against the cost of making any such purchase.

(c) These indemnities constitute a separate and independent obligation from the other obligations in this Guarantee and shall give rise to a separate and independent cause of action.

21. In addition to any lien right of set-off or any other rights which the Company may have, the Company shall be entitled at any time without notice to the Hirer to combine or consolidate all or any of the Guarantor's account(s) maintained by the Guarantor with the Company, and/or any liability, whether alone or jointly with any other person with or to the Company anywhere, or set-off or transfer any sum or sums standing to the credit of the Guarantor in one or more of such accounts (whether arising out of this Guarantee or otherwise) in or towards satisfaction of any of the Guarantor's liabilities whether alone or jointly with any other person to the Company or any other account or in any other respect whether such liabilities be actual or contingent primary or collateral. For this purpose, the Company shall be entitled to convert any balance on any such account(s) in any currency into any other currency at such time and at such rate as may be determined by the Company and the rights herein conferred shall be exercisable notwithstanding termination of this Guarantee.
22. The Guarantor agrees that the Company shall appropriate and apply any payments made by or on behalf of the Guarantor to the Company to the principal or term charges or interest or such other amounts as the Company may deem fit at its absolute discretion notwithstanding any specific appropriation purported to have been made by the Guarantor.
23. If any provision of this Guarantee is held to be illegal, invalid or unenforceable in whole or in part this Guarantee shall continue to be valid as to its other provisions and the remainder of the affected provision.
24. The Guarantor consents to and (where relevant) shall procure that all relevant individuals whose personal data has been disclosed to the Company by or through the Guarantor (collectively "Relevant Individuals") consent to agents and advisers collecting, using or disclosing such information relating to the individuals, including details of its accounts to the following persons wherever situated (whether in Singapore or elsewhere) to the extent that the information is personal data, in connection with the purposes set out in the Company's Data Protection Policy, or as is otherwise required or permitted in accordance with applicable law:-
  - (a) any financial institution (whether acting as the Company's bank or in relation to the provision of financing in connection with the Company's products or services or otherwise);
  - (b) the Company's head office and any of its branches, representative offices, subsidiaries, related corporations and affiliates;
  - (c) any court, government and regulatory agency or authority such as the Land Transport Authority;
  - (d) the Hire Purchase, Finance and Leasing Association of Singapore ("HPFLAS"), its successors and assigns, any body or organisation assuming the material functions of HPFLAS in replacement of the same;
  - (e) any actual or potential assignee or transferee of, or participant or sub-participant in, any of the Company's rights or obligations herein (or any of their agents or professional advisers);
  - (f) any auditor of the Guarantor or the Hirer, and the Guarantor shall pay all costs, charges, fees and other out-of-pocket expenses, whether legal or otherwise in respect of such disclosure;
  - (g) the co-Guarantor or any other person providing security or credit support for the Hirer's obligations;
  - (h) any credit bureau or credit reference or evaluation agency and any member or subscriber of such credit bureau or agency, including but not limited to the Credit Bureau (Singapore) Pte Ltd;
  - (i) any insurer, reinsurer and insurance broker;
  - (j) any service provider or any other related person(s) including third party service providers, sales and telemarketing agencies, business partners or otherwise under conditions of confidentiality imposed on such service providers, for the purposes of data processing or providing any service on behalf of the Company to the Guarantor or the Hirer or in connection with such outsourcing arrangements the Company may have with any third party where the Company has outsourced certain functions to the third party;
  - (k) any solicitor, repossession agent, storage yard or facility, or any other third party acting for the Company in connection with the enforcement of the Company's rights and remedies under this Guarantee;
  - (l) any debt collection agency or person engaged by the Company to collect any sums of money owing to the Company from the Guarantor;

- (m) the Guarantor's or Hirer's agent, executor or administrator, receiver, receiver and manager, judicial manager and any person in connection with any compromise or arrangement or any insolvency proceeding relating to the Guarantor or the Hirer as the case may be;
- (n) the Hirer;
- (o) any of the Guarantor's or the Hirer's director (in the case of a company) or partner (in the case of a partnership, limited partnership or limited liability partnership) and authorised signatory; and
- (p) to the extent the information is personal data, to the persons identified in the Company's Data Protection Policy; and
- (q) any other person to whom disclosure is permitted or required by law.

This clause is not and shall not be deemed to constitute, an express or implied agreement by the Company with the Guarantor for a higher degree of confidentiality than that prescribed under any applicable law. The consent and the Company's right under this clause are in addition and are not affected by any other agreement with the Guarantor and shall survive the termination of this Guarantee and/or the termination of any relationship between the Company and the Guarantor.

If any Relevant Individual should withdraw his/her consent to any or all use of his/her personal data, then depending on the nature of the withdrawal request, the Company may not be in a position to continue letting the goods to the Hirer. Such withdrawal may accordingly constitute a repudiatory breach of the Guarantor's obligations under this Guarantee, and the Company may upon notice to the Guarantor terminate this Guarantee without prejudice to the Company's other rights and remedies at law against the Guarantor and the Hirer.

To the extent that the Relevant Individuals are providing their personal data to the Company through the Guarantor in connection with the Guarantee, the Guarantor acknowledges and agrees that it is responsible for ensuring that each Relevant Individual consents to the collection, use, disclosure and/or processing of their personal data by the Company and the Company's authorised service providers for purposes set out in the Company's Data Protection Policy, which the Company may update from time to time. The Guarantor shall furnish each Relevant Individual with a copy of the terms that apply to the Guarantee and the aforesaid Data Protection Policy.

- 25. The Guarantor acknowledges and agrees that overseas service providers may be required by law to disclose information received from the Company to third parties, such circumstances include the service provider being compelled to disclose information pursuant to a court order, police investigations and criminal prosecutions for tax evasion or other offences.
- 26. The Guarantor acknowledges and agrees that the Company does not warrant the security of any information sent or transmitted to the Guarantor whether electronically or otherwise and the Guarantor hereby accepts the risk that any information sent or transmitted to the Guarantor may be accessed by unauthorised third parties. To the extent permitted by law, the Guarantor shall not hold the Company or any of its officers, employees or agents responsible or liable for any such access or disclosure or for any damages, losses, expenses or costs (whether direct or indirect, or whether foreseeable or not) suffered or incurred by the Guarantor as a result of such access or disclosure.
- 27. Any document, notice or demand required or permitted to be given or made by any of the parties hereto shall be in writing and deemed to be sufficiently and validly given or made on the day on which the same is left at or twenty-four (24) hours after the time of posting to the address specified hereinbelow or the registered office or the business or the last known address of the party to whom such document, notice or demand is to be given or made. The Guarantor shall inform the Company of any change of address in writing.
- 28. The Guarantor agrees that the service of any writ of summons, statement of claim, statutory demand, bankruptcy application or any legal, enforcement or bankruptcy notice, process or document in respect of any claim, action or proceeding (including legal, enforcement and bankruptcy proceedings) may be effected by sending the same by hand or pre-paid ordinary post to the Guarantor's address specified hereinbelow (or such other change of address as notified by the Guarantor in writing or the last known address of the Guarantor) and such service of process shall be deemed to be good and effectual service on the Guarantor notwithstanding that it is returned by the post office undelivered. Nothing shall affect the Company's right to serve process in any other manner permitted under any applicable law.

29. This Guarantee embodies all the terms and conditions agreed upon between the parties as to the subject matter of this Guarantee and supersedes and cancels in all respects all previous agreements and undertakings, if any, between the parties with respect to the subject matter hereof, whether such be written or oral. The parties agree that in entering into this Guarantee, they have not relied on any previous representations, agreements, indulgences and undertakings.
30. This Guarantee may be executed in counterparts, each of which when executed and delivered shall be an original but all of which shall constitute one and the same instrument.
31. This Guarantee shall be governed by and construed in accordance with the laws of Singapore. The Guarantor hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore or any other Court as the Company may elect.
32. The Guarantor may not assign its rights nor transfer its obligations or any part thereof under this Guarantee. The Company shall be entitled to assign or transfer any part or all of its rights and or obligations under this Guarantee.
33. The Guarantor HEREBY ACKNOWLEDGES that the Guarantor has read and understood the Hire Purchase Agreement or a copy thereof.
34. A person who is not a party to this Guarantee shall have no rights to enforce any of its terms under the Contracts (Rights of Third Parties) Act (Cap. 53B).
35. In this Guarantee where the context so admits:
  - (a) words importing the singular number include the plural number and vice versa;
  - (b) words importing the masculine gender include the feminine or neuter gender;
  - (c) the expression "the Guarantor" includes the personal representatives and successors-in-title of the Guarantor and where two or more persons constitute the expression "the Guarantor" the liability of each Guarantor shall be joint and several and all covenants agreements undertakings indemnities stipulations terms conditions and other provisions hereof shall be deemed to be made by and be binding on them jointly and severally;
  - (d) the expression "the Company" includes its successors and assigns;
  - (e) the expression "the Hirer" includes the personal representatives and successors-in-title of the Hirer and shall also include the persons constituting the sole proprietorship or partnership or deriving title under him or them; and
  - (f) the word "person" includes any company or association or body of persons, corporate or unincorporated.

**IN WITNESS WHEREOF** this Guarantee has been entered into by way of a deed on this \_\_\_\_\_ day of \_\_\_\_\_.

**FOR EXECUTION BY A LIMITED COMPANY**

**Where execution as a deed is required without seal  
(Applicable to companies incorporated in Singapore only)**

Executed and delivered as a deed  
on behalf of \_\_\_\_\_ by:

\_\_\_\_\_  
Director  
Name:  
NRIC/Passport No:  
Address:

\_\_\_\_\_  
Director/Secretary/Witness\*  
Name:  
NRIC/Passport No:  
Address:

\*Delete where not applicable

**FOR EXECUTION BY A LIMITED LIABILITY PARTNERSHIP**

**Where execution as a deed is required without seal  
(Applicable to limited liability partnerships incorporated in Singapore only)**

Executed and delivered as a deed  
on behalf of \_\_\_\_\_ by:

\_\_\_\_\_  
Director  
Name:  
NRIC/Passport No:  
Address:

\_\_\_\_\_  
Partner/Witness\*  
Name:  
NRIC/Passport No:  
Address:

\*Delete where not applicable

**FOR EXECUTION BY INDIVIDUALS**

**I confirm that I have read and understood all the terms of this Guarantee, including the quantum and nature of my liabilities as a guarantor under this Guarantee. I acknowledge that this Guarantee will create legal obligations and liabilities on my part, and I have been informed to seek independent legal advice before I execute this Guarantee.**

Signed, sealed and delivered by



Witnessed by:  
(not spouse of Guarantor)

\_\_\_\_\_  
Name:  
NRIC/Passport No:  
Address:

\_\_\_\_\_  
Name:  
NRIC/Passport No:  
Address:

**I confirm that I have read and understood all the terms of this Guarantee, including the quantum and nature of my liabilities as a guarantor under this Guarantee. I acknowledge that this Guarantee will create legal obligations and liabilities on my part, and I have been informed to seek independent legal advice before I execute this Guarantee.**

Signed, sealed and delivered by



Witnessed by:  
(not spouse of Guarantor)

\_\_\_\_\_  
Name:  
NRIC/Passport No:  
Address:

\_\_\_\_\_  
Name:  
NRIC/Passport No:  
Address:

**I confirm that I have read and understood all the terms of this Guarantee, including the quantum and nature of my liabilities as a guarantor under this Guarantee. I acknowledge that this Guarantee will create legal obligations and liabilities on my part, and I have been informed to seek independent legal advice before I execute this Guarantee.**

Signed, sealed and delivered by



Witnessed by:  
(not spouse of Guarantor)

\_\_\_\_\_  
Name:  
NRIC/Passport No:  
Address:

\_\_\_\_\_  
Name:  
NRIC/Passport No:  
Address: