

## GUARANTEE

**THIS DEED OF GUARANTEE (“Guarantee”)** is made on the day set out in **Item 1 of the Schedule** and is given by the parties whose details are more specifically referred to in **Item 2 of the Schedule** (each the “**Guarantor**”, collectively the “**Guarantors**”).

1. IN CONSIDERATION OF the Investors extending their Total Offer Amount under the Investment Note (details as referred to in **Item 3 of the Schedule**) to the Issuer (details as referred to in **Item 4 of the Schedule**) plus other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantors irrevocably, absolutely and unconditionally, jointly and severally:
  - (a) guarantee to each Investor and QuicKash (details as referred to in **Item 5 of the Schedule**) the punctual, full and complete performance by the Issuer of any and all of its duties, obligations and indebtedness under this Investment Note in accordance with the terms of this Investment Note and the following terms and conditions;
  - (b) undertake with each Investor and QuicKash that whenever the Issuer does not pay any amount whether absolute or contingent, and whether for principal, interest, fees, costs, expenses, indemnification or otherwise owing by the Issuer under this Investment Note, when due and payable whether at the scheduled due dates, upon acceleration or otherwise under or in connection with this Investment Note, the Guarantors shall immediately upon written demand by any or all of the Investors and/or QuicKash to the Guarantors pay such outstanding amount in Ringgit Malaysia as if it was the principal Issuer, provided that delay by the Investor and/or QuicKash in making a demand for payment shall in no event affect the Guarantors’ obligations under this Investment Note. The rights, powers, remedies, and privileges provided in this Investment Note are cumulative and not exclusive of any rights, powers, remedies, and privileges provided by any other Investment Note or by law;
  - (c) agree to pay all costs, fees, and expenses (including, without limitation, reasonable fees of legal counsels) incurred by the Investor and/or QuicKash in enforcing this Guarantee. Each payment made by the Guarantors under this Clause shall, except as required by law, be made without withholding or deduction for or on account of any taxes. If any taxes are required to be withheld or deducted from any such payment, the Guarantors shall pay such additional amounts as may be necessary to ensure that the net amount actually received by the Investor and/or QuicKash after such withholding or deduction is equal to the amount the Investor and/or QuicKash would have received had no such withholding or deduction been required;
  - (d) agree not to pledge, hypothecate, mortgage, sell or otherwise transfer all or substantially all of the Guarantors’ assets without the prior written consent of any or all of the Investors and/or QuicKash;

- (e) agree to indemnify each Investor and QuickKash immediately against any cost, loss or liability suffered by the Investors and QuickKash if any obligation guaranteed by it (or anything which would have been an obligation if not unenforceable, invalid or illegal) is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that the Investors and QuickKash would otherwise have been entitled to recover; and
  - (f) agree that the liability of the Guarantors shall be joint and several.
2. This Guarantee is a continuing guarantee as may be amended or supplemented from time to time and will extend to the ultimate balance of sums payable by either Issuer under the Investment Note until the outstanding Aggregated Total Offer Amount has been repaid in full notwithstanding the liquidation, administration or other insolvency or other incapacity of or any change in the constitution of the Issuer or of the Guarantor[s] or any of them.
3. The unconditional obligation of the Guarantor hereunder will not be affected, impaired or released by any matter or thing whatsoever which would release a guarantor and will not be discharged except by full payment of the amounts payable under the Investment Note irrespective of:
- (a) any claim as to the validity, regularity, or enforceability of this Investment Note;
  - (b) the lack of authority of the Issuer to execute or deliver this Investment Note;
  - (c) any extension of time for payments, change in the time, manner, or place of payment of, or in any other term of, or amendment to this Investment Note;
  - (d) any waiver or consent by the Investor and/or QuickKash with respect to any provisions of this Investment Note or any compromise or release of any of the obligations thereunder;
  - (e) the absence of any action to enforce the Investment Note, to recover any judgment against the Issuer, or to enforce a judgment against the Issuer under the Investment Note;
  - (f) the occurrence of any Event of Default or potential event of default under this Investment Note;
  - (g) the existence of any bankruptcy, insolvency, reorganisation, or similar proceedings involving the Issuer and/or the Investor;
  - (h) the dissolution, amalgamation, reconstruction or re-organisation of the Guarantor, Issuer, Investor or any other person, or the appointment of any receiver, manager, administrator, liquidator, inspector or other similar person in respect of any person or over any of its assets;

- (i) the illegality, invalidity, unenforceability of, or any, defect in, any provision of the Agreement or any document comprising the Agreement or any of the Issuer's obligations under any of them for any reason whatsoever and whether or not known to the QuickKash;
  - (j) the Guarantor's death (in which case the Guarantor's estate is liable for Guarantor's obligations under this Deed) or any limitation, disability or incapacity affecting the Issuer, Guarantor or any other person, or any change in constitution, composition, status or control of any person;
  - (k) any set-off, counterclaim, or defence of any kind or nature that may be available to or asserted by the Guarantors or the Issuer against the Investor, QuickKash, its parent company, subsidiaries or any of its affiliates;
  - (l) any change in the laws, rules, or regulations of any jurisdiction;
  - (m) any present or future action of any governmental authority or court amending, varying, reducing, or otherwise affecting, or purporting to amend, vary, reduce, or otherwise affect, any of the obligations of the Issuer and/or the Guarantors under this Investment Note; or
  - (n) any other circumstance (other than payment or performance) that might otherwise constitute a legal or equitable discharge or defence of a Guarantor generally.
4. The Guarantors waive diligence, presentment, demand on the Issuer for payment or otherwise, any right it may have of first requiring any Investor or QuickKash to take any action, obtain any judgment, file any claim, protest, notice, proceed against or enforce any other rights or security or claim payment from any person before claiming from the Guarantors under this Guarantee. If at any time payment under this Investment Note is rescinded or must be otherwise restored or returned by the Investors and/or QuickKash upon the insolvency, bankruptcy, or reorganization of the Issuer or Guarantors or otherwise, the Guarantors' obligations hereunder with respect to such payment shall be reinstated upon such restoration or return being made by the Investor and/or QuickKash, all as though such payment had not been made.
5. To the extent permitted by law, the Guarantors waive all defenses, counterclaims or offsets that are legally available to the Guarantors with respect to the performance by the Issuer of any and all of its duties, obligations and indebtedness under this Investment Note.
6. By entering into the Investment Note, the Investors and/or QuickKash agrees that the Guarantors shall be subrogated to all rights of the Investors and/or QuickKash against the Issuer in respect of any amounts paid by the Guarantors pursuant to this Guarantee, provided that the Guarantors shall be entitled to enforce or to receive any payment arising out of or based upon such right of subrogation only when all amounts payable by the Issuer under this Guarantee have been paid.
7. This Guarantee shall be binding upon the Guarantors, its successors and assigns and shall inure to the benefit of the Investors and QuickKash, their successors and assigns.

8. This Guarantee shall be construed exclusively in accordance with, and governed by, the laws of Malaysia. The Guarantors agree to submit jointly and severally to the jurisdiction of the courts of Malaysia in all disputes in connection with or arising hereunder (including a dispute regarding the existence, validity or termination of this Guarantee). If any provision of this Guarantee is, becomes, or shall be held to be illegal, invalid or unenforceable, in whole or in part, in any respect under any law of any jurisdiction, the legality, validity and enforceability of the remainder of this Guarantee shall not be affected or impaired. To replace the invalid or provision that cannot be performed and to fill the omission an appropriate provision shall apply which, to the extent legally possible, shall most nearly approximate to what the parties would have intended had they considered the point concerned on conclusion of this Guarantee. The same shall also apply if this Guarantee should be found to have any omissions. This Guarantee embodies the entire promise of the Guarantors to guarantee the performance by the Issuer of any and all of its duties, obligations and indebtedness under this Investment Note and supersedes all prior agreements and understandings relating to the subject matter here, whether oral or in writing. This Guarantee may not be assigned or transferred without a written document, signed by the Guarantor, Issuer, and Investors, permitting such assignment or transfer.
9. This Guarantee may be executed in any number of counterparts (including facsimile or scanned PDF counterparts), all of which when taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Deed by signing any such counterpart.

(The remainder of this page is intentionally left blank. Signature page to follow)

This Guarantee shall take effect on the \_\_\_\_\_ day of \_\_\_\_\_ .

**IN WITNESS WHEREOF** the Guarantors have caused this Guarantee to be duly executed and delivered as of the date set forth above.

SIGNED as a deed by the Guarantor(s)

WITNESSED BY

\_\_\_\_\_  
(Signature of 1<sup>st</sup> Guarantor)

\_\_\_\_\_  
(Signature of the witness)

Guarantor's Name:

Witness' Name:

NRIC:

NRIC:

SIGNED as a deed by the Guarantor(s)

WITNESSED BY

\_\_\_\_\_  
(Signature of 2<sup>nd</sup> Guarantor)

\_\_\_\_\_  
(Signature of the witness)

Guarantor's Name:

Witness' Name:

NRIC:

NRIC:

SIGNED as a deed by the Guarantor(s)

WITNESSED BY

\_\_\_\_\_  
(Signature of 3rd Guarantor)

\_\_\_\_\_  
(Signature of the witness)

Guarantor's Name:

Witness' Name:

NRIC:

NRIC:

SIGNED as a deed by the Guarantor(s)

WITNESSED BY

\_\_\_\_\_  
(Signature of 4th Guarantor)

\_\_\_\_\_  
(Signature of the witness)

Guarantor's Name:

Witness' Name:

NRIC:

NRIC:

**THE SCHEDULE**

Item	Description	Meaning
1	Date of this Deed of Guarantee	
2	Particulars of Guarantor(s)	Name: NRIC No.: Address:  Name: NRIC No.: Address:
3	Details of Investment Note	Investment Note No.: Issue Date:
4	Particulars of Issuer	Name: Company No.: Address:
5	QuickKash	Name: QuickKash Malaysia Sdn Bhd Company No.: 1221902-M Address: No. 107-113, Jalan USJ 21/10, 47630 Subang Jaya, Selangor Darul Ehsan