

Annex A

LETTER OF GUARANTEE

Date :
To : Soon Wing Investments Pte Ltd
10 Raeburn Park #02-18
Singapore 088702
("the Landlord")

In consideration of the Landlord agreeing at my/our request to enter into the Tenancy Agreement of even date ("the Agreement") with:

Gaussian Robotics Pte. Ltd.
(Company Reg. No.: 201713859N)
71 Ayer Rajah Crescent, 03 - 07
Singapore 139951

("the Tenant")

for the premises situated at:

2 Soon Wing Road, Soon Wing Industrial Building, #07-06,
#07-07
Singapore 347893.

("the Demised Premises")

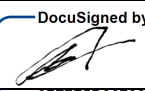
I/We, the undersigned ("the Guarantor(s)") hereby guarantee(s) payment to the Landlord on demand of, solely or jointly or jointly and severally:-

- (a) all present or future, actual or contingent liabilities which shall, hereafter from time to time or at any time, be owing from the Tenant to the Landlord; AND
- (b) all liabilities of the Tenant to the Landlord on account of any interest on such sums under Paragraph (a) herein and all costs including legal costs, charges and other expenses (on a full indemnity basis) howsoever incurred by the Landlord in connection therewith.

until payment is received by the Landlord in full in relation to the Tenancy Agreement dated _____ and any subsequent renewal of the Tenancy Agreement (if any).

The Guarantor(s) HEREBY AGREE(S) AND CONFIRM(S) AS FOLLOWS:-

1. This guarantee shall be a continuing guarantee for the purpose of securing the whole of the moneys mentioned aforesaid that is due and owing to the landlord as aforesaid mentioned.
2. The guarantee shall not be considered as satisfied by any intermediate payment or satisfaction by the whole or any part of any sum or sums of money owing as aforesaid but shall be continuing security and shall extend to cover all or any sum or sums of money which shall for the time being constituting the balance due or owing from the Tenant to the Landlord.
3. Should the Tenant be wound up or liquidated, the Landlord may prove in the winding up or liquidation of the Tenant for the whole amount outstanding against the Tenant and no money so received by the Landlord shall be treated as received in respect of this guarantee but the full amount hereby guaranteed shall be payable by the Guarantor until the Landlord shall have received every cent of the ultimate balance outstanding against the Tenant. After the Landlord has received such ultimate balance in full, any claim on the Guarantor's part to any access remaining in the Landlord's hands shall be a matter of adjustment between the Landlord and the Guarantor and any other person or persons laying claim thereto.
4. The liquidation, winding up or insolvency of the Tenant or any change in the constitution of the Tenant by amalgamation consolidation or otherwise shall not affect or determine the Guarantor's liability under this Guarantee but such liability shall continue in full force and effect until the Landlord shall have been paid in full all the moneys hereby guaranteed.

Please Initial
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