

DEED OF GUARANTEE

This Deed of Guarantee is made and issued on 9 January 2026 by and between:

- (1) **ASL SECURITY SOLUTIONS LIMITED** (Registration No. 109176) of Ugland House P.O Box 309, George Town, Grand Cayman Islands, British West Indies;
- (2) **GREAT ALLY INVESTMENTS LIMITED** (Registration No. 1611459) of PO Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands; and
- (3) **HU LIAN KUI (胡联奎)** (Passport No.: EF7024327) of 101#1 DEP, 19th Building, Shangdi Jiayuan, Haidian District, Beijing, China,

(each, a “**Guarantor**”, and collectively the “**Guarantors**”), in favour of:

- (4) **SECURE TRUST TECHNOLOGIES PTE. LTD.** (Company Registration Number: 202546417E), a company incorporated in Singapore with its registered address at 80 Robinson Road, #13-03, Singapore 068898 (the “**Buyer**”),

(the Guarantors and the Buyer, collectively, the “**Parties**”).

WHEREAS:

- (A) Pursuant to the share purchase agreement dated 9 January 2026 (the “**Share Purchase Agreement**”) entered into amongst i-Sprint Holdings Ltd (the “**Lead Seller**”), Ching Wai Keung (NRIC: S2631330I) and Ng Seng Leong (NRIC: S7422588H) (collectively, the “**Sellers**”) and the Buyer, the Sellers have agreed to sell, and the Buyer has agreed to purchase, all of the issued shares in the following entities: i-Sprint Technologies Pte. Ltd. (Registration no.: 202120128R), i-Sprint Innovations Pte Ltd (Registration No. 200001838R) and i-Sprint Research Pte. Ltd. (Registration No. 202422952H), each of whom are companies incorporated in Singapore with their registered offices at 750D Chai Chee Road, #08-01, ESR BizPark @ Chai Chee, Singapore 469004 (each a “**Target Company**”, and collectively, the “**Target Companies**”) on the terms and subject to the conditions of the Share Purchase Agreement.
- (B) In connection with the Share Purchase Agreement, the Buyer will obtain a warranty and indemnity insurance policy from Ryan Transactional Risk (“**W&I Policy**”). The Guarantors, as the major shareholders of the Lead Seller, in consideration of the Buyer entering into the Share Purchase Agreement with the Sellers, shall guarantee certain obligations of the Lead Seller under the Share Purchase Agreement, which are not otherwise covered or which are excluded by the W&I Policy, on the terms and conditions set out in this Deed.

IT IS AGREED as follows:

1. Interpretation and Definitions

- 1.1 In this Deed, unless the context otherwise requires, the following definitions shall apply:

“**Agreed Proportion**” means, in respect of each Guarantor, the number of shares in the Lead Seller held by such Guarantor expressed as a percentage of all the shares in the Lead Seller held by all Guarantors, in each case, as at the date of this Deed and as set out in the Annex;

“**Claim Amount**” shall have the meaning ascribed to it in Clause 2.3(a);

“**Claim Notice**” shall have the meaning ascribed to it in Clause 2.3(a);

“**Claim Payee**” shall have the meaning ascribed to it in Clause 2.3(a);

“**Guaranteed Obligations**” shall have the meaning ascribed to it in Clause 2.1;

“**Lead Seller**” shall have the meaning ascribed to it in Recital (A);

“**Proceedings**” shall have the meaning ascribed to it in Clause 6.8(a);

“**Sellers**” shall have the meaning ascribed to it in Recital (A);

“**SIAC**” shall have the meaning ascribed to it in Clause 6.7(a);

“**SIAC Rules**” shall have the meaning ascribed to it in Clause 6.7(a);

“**Share Purchase Agreement**” shall have the meaning ascribed to it in Recital (A);

“**Target Company**” and “**Target Companies**” shall have the meaning ascribed to it in Recital (A); and

“**W&I Policy**” shall have the meaning ascribed to it in Recital (B).

1.2 In this Deed, unless the context otherwise requires or otherwise defined or construed in this Deed, all terms and references used in this Deed and which are defined or construed in the Share Purchase Agreement shall have the same meanings and construction in this Deed.

1.3 Headings shall be ignored in interpreting this Deed.

1.4 References to one gender include all genders and references to the singular include the plural and vice versa.

2. **Guarantee**

2.1 Subject to Clause 2.2 below, and in connection with the Share Purchase Agreement, the Guarantors, on a several basis, hereby unconditionally and irrevocably guarantee to the Buyer, as primary obligors, the due and punctual performance by the Lead Seller of all its obligations under Clauses 4 (*Pre-Closing*), 5 (*Closing*), 6 (*Leakage*), 7 (*Warranties*), 8 (*Specific Indemnities*), 9 (*Tax Indemnity*) and 11 (*Confidentiality*) of the Share Purchase Agreement (the “**Guaranteed Obligations**”).

2.2 Notwithstanding the foregoing, any claim made pursuant to Clause 2.1 in relation to Clauses 7 (*Warranties*) and 9 (*Tax Indemnity*) of the Share Purchase Agreement shall be effective only to the extent not covered or claimable under the W&I Policy, and any claim made in contravention of this Clause shall be void. For the avoidance of doubt and notwithstanding anything to the contrary in this Deed:

(a) any liability that is covered or claimable under the W&I Policy shall not be claimable under Clause 2.1, regardless of whether a claim was made, pursued, or paid under the W&I Policy, including where non-payment was due to the insolvency of the insurer, the insurer’s refusal or failure to pay, or any other reason beyond the control of the Guarantors;

- (b) the Guarantors shall have no liability for any amount that could have been recovered under the W&I Policy had the Buyer taken all necessary steps to pursue such recovery;
- (c) any claim under this Deed shall be reduced by any amount actually recovered or recoverable under the W&I Policy or actually recovered from any other third party such that there shall be no double recovery by the Buyer in relation to the same claim; and
- (d) the liability of a Guarantor shall be several and, in respect of any Claim Amount, shall only be up to such Guarantor's Agreed Proportion of such Claim Amount.

2.3 In the event the Buyer makes a claim under Clause 2.1, the following process shall apply:

- (a) the Buyer shall deliver a written notice ("**Claim Notice**") to each of the Guarantors, specifying (i) the proposed claim amount ("**Claim Amount**") and each Guarantor's Agreed Proportion of such Claim Amount, (ii) reasonable details of the claim, (iii) the designated payee of the Claim Amount, being either the Buyer or, at the Buyer's option, any of the Target Companies ("**Claim Payee**"); and
- (b) each Guarantor shall pay such Guarantor's Agreed Proportion of such Claim Amount to the Claim Payee within fifteen Business Days of receipt of the Claim Notice.

2.4 The Guarantors further agree to, in relation to a claim under this Clause 2 of this Deed, pay the Buyer for any and all reasonable costs and expenses (including, but not limited to, any reasonable attorney's fees) incurred in enforcing the Buyer's rights hereunder.

3. **Continuing Effect**

The liability of the Guarantors to the Buyer hereunder shall at all times be conditional upon the Lead Seller being liable to the Buyer under the Share Purchase Agreement. The obligations of the Guarantors under this Deed shall remain in full force and effect and shall only lapse upon all obligations of the Lead Seller expiring or lapsing under the Share Purchase Agreement.

4. Without prejudice to Clauses 2.2 and 3 above, each Guarantor hereby waives any rights which it may have to claim prior exhaustion of remedies by the Buyer, save in the case of double recovery, and agrees that demands under this Deed may be made from time to time irrespective of whether any steps or proceedings are being or have been taken against the Lead Seller.

5. The Guarantors shall not be discharged, nor shall their liability under this Deed be affected, by:

5.1 the making or absence of any demand on the Lead Seller for payment;

5.2 the enforcement or absence of enforcement of the Share Purchase Agreement or any other security, guarantee or indemnity; or

5.3 a proceeding being instituted seeking a declaration that the Lead Seller is insolvent or seeking bankruptcy, arrangement or composition with creditors, liquidation or the appointment of a trustee, receiver or liquidator or any analogous procedure under any applicable law.

6. General Provisions

6.1 Severability

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect, neither the legality, validity or enforceability of the remaining provisions of this Deed shall in any way be affected or impaired thereby.

6.2 Successors and Assigns

This Deed shall be binding on the Guarantors and their successors and assigns and shall enure to the benefit of the Buyer and its successors and assigns. The Guarantors may not assign its rights or transfer its obligations hereunder without the prior written consent of the Buyer.

6.3 No Waiver; Cumulative Rights

No failure on the part of the Buyer to exercise, and no delay on its part in exercising, any right or remedy under this Deed will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

6.4 Third Party Rights

Save for the successors and assigns of the Buyer, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term of this Deed.

6.5 Notices

(a) Any notice or other communication in connection with this Deed (each, a “**Notice**”) shall be in writing and delivered by hand, e-mail, pre-paid registered post or registered airmail in the case of international service or courier using an internationally recognised courier company:

(i) in the case of **ASL Security Solutions Limited**:

Address : PO Box 309, Uglan House, Grand Cayman, KYI-1104,
Cayman Islands

Email Address : comsec@asl.com.hk

Attention : Leon Wang

(ii) in the case of **Great Ally Investments Limited**:

Address : Vistra Corporate Services Centre, Wickhams Cay II,
Road Town, Tortola, VG1110, British Virgin Islands

Email Address : account@bullcap.cpm

Attention : Ivan Lee

(iii) in the case of **Hu Lian Kui**:

Address : Room 101, Unit 1, Building 19, Shangdijiyuan, Haidian
District, Beijing, P.R. China

Email Address : huliankui@hotmail.com

Attention : Hu Lian Kui

(iv) in the case of the **Buyer**:

Address : 80 Robinson Road, #13-03, Singapore 068898

Email Address : vibhav.panandiker@kvasiacapital.com;
ganping.lee@kvasiacapital.com;
qiyi.diong@kvasiacapital.com

Attention : Vibhav Panandiker / Lee Gan Ping / Diong Qiyi

- (b) A Notice shall be effective upon receipt and shall be deemed to have been received:
- (i) if delivered by pre-paid registered post, three (3) Business Days after posting;
 - (ii) if delivered by hand or courier, upon delivery at the address of the relevant Party;
or
 - (iii) if delivered by e-mail, at the time of transmission, provided that no notification was received by the sender that the e-mail was undeliverable.
- (c) A Party may notify the other Parties to this Agreement of a change to its name, relevant addressee or address for the purposes of Clause 6.5 provided that such notification shall only be effective on:
- (i) the date specified in the notification as the date on which the change is to take place; or
 - (ii) if no date is specified or the date specified is less than five Business Days after the date on which notice is given, the date falling five Business Days after notice of any such change has been given.

6.6 Whole Agreement

This Deed contains the whole agreement between the Parties relating to the subject matter of this Deed at the date of this Deed to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Deed.

6.7 Governing Law and Jurisdiction

- (a) Any dispute, controversy, proceedings or claims of whatever nature arising out of or in connection with this Deed or its formation (including any non-contractual disputes or claims and/or any question regarding its existence, validity or termination of this Deed and/or this Clause 6.7), shall be resolved by arbitration conducted in English pursuant to the rules of the Singapore International Arbitration Centre ("**SIAC**") for the time being in force ("**SIAC Rules**"), which rules are deemed to be incorporated by reference in this clause.
- (b) The arbitral tribunal shall consist of three arbitrators. The claimant(s) shall nominate one arbitrator and the respondent(s) shall nominate one arbitrator. The claimant(s) and the respondent(s) shall mutually agree and nominate the third arbitrator. If within fourteen days of a request from the other Party to do so a Party fails to nominate an arbitrator, or if the two Parties fail to nominate the third arbitrator within fourteen days after a request

from any of the Parties, the appointment shall be made, upon request of a party, by the President of the Court of Arbitration of SIAC in accordance with the SIAC Rules.

- (c) The seat of the arbitration shall be Singapore.
- (d) The language of the arbitration shall be English. All documents submitted in connection with the proceedings shall be in the English language, or, if in another language, accompanied by a certified English translation.
- (e) This arbitration clause shall be governed by the laws of Singapore.
- (f) Notwithstanding this Clause 6.7, any Party may at any time without regard to any notice periods required by the provisions hereof, and as often as is necessary or appropriate, seek interlocutory, provisional or interim relief or remedies in support of arbitration from any court (including, without limitation, to the extent available under applicable law, a temporary restraining order or preliminary injunction).

6.8 Process Agent

- (a) The Guarantors irrevocably appoint Dentons Rodyk & Davidson LLP of 80 Raffles Place, #33-00 UOB Plaza 1, Singapore 048624 to receive, for it and on its behalf, service of process in any arbitration proceedings in Singapore (“**Proceedings**”). Such service shall be deemed completed on delivery to the appropriate process agent as specified in the foregoing (whether or not it is forwarded to and received by the Guarantors). If for any reason Dentons Rodyk & Davidson LLP ceases to be able to act as process agent in Singapore or no longer has an address in Singapore, the Guarantors irrevocably agree to appoint a substitute process agent for Proceedings in Singapore acceptable to the Buyer, and to deliver to the Buyer, a copy of the new agent's acceptance of that appointment, within fourteen days.
- (b) The Guarantors irrevocably consent to any process in any Proceedings anywhere being served by mailing a copy by prepaid registered post to it in accordance with Clause 6.5. Such service shall become effective seven days after mailing.
- (c) Nothing hereunder shall affect the right to serve process in any other manner permitted by law. For the avoidance of any doubt, the appointment of Dentons Rodyk & Davidson LLP as the process agent shall not preclude Dentons Rodyk & Davidson LLP from advising on or acting on behalf of any Party or the Lead Seller in the said Proceedings.

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Annex
Guarantors' Agreed Proportions


Guarantor	Agreed Proportion
ASL SECURITY SOLUTIONS LIMITED	39.2013%
GREAT ALLY INVESTMENTS LIMITED	31.4403%
HU LIAN KUI	29.3584%

In witness whereof this Deed has been executed and delivered as a deed on the date stated at the beginning.

Guarantors

SIGNED and DELIVERED as a DEED

For and on behalf of **ASL Security Solutions Limited**

Signature: 

Name: Wang Yueou

Title: Director



Signature: 

Name of witness: Lau Nga Ting

Address of witness: 15/F, Topsail Plaza, 11 On Sum Street, Shatin, N.T., Hong Kong

Date: 9 January 2026


SIGNED and DELIVERED as a DEED

For and on behalf of **Great Ally Investments Limited**

Signature: 

Name: Ng Wai Choi Alfred

Title: Director

Signature: 

Name of witness: Lee Hin Kwai

Address of witness: Room 1212 - 1213, 12/F, Bank of America Tower, No. 12 Harcourt Road,
Central, Hong Kong

SIGNED, SEALED and DELIVERED as a DEED



Signature: 胡联奎

Name: **Hu Lian Kui** (胡联奎)

Date: 9 January 2026

Signature: 秦娟

Name of witness: Qin Juan

Address of witness: Room 901, Building 18, Nongguang South Road, Chaoyang District, Beijing

Date: 9 January 2026



Buyer

SIGNED and DELIVERED as a DEED in accordance with Section 41B of the Companies Act 1967

For and on behalf of **SECURE TRUST TECHNOLOGIES PTE. LTD.**



Name: VIBHAV PANANDIKER

Title: Director



Name of witness: PIYUSH BHAT

Address of witness: 497/MAN ROAD S/37911