

[To be executed on the letterhead of the Recipient]

Date: [.....]

To:

DPI KONSULT SDN. BHD. (Registration No. 199401024427 (310105-X)) Unit 733, Block A, Kelana Centre Point, No. 3, Jalan SS 7/19, Kelana Jaya, 47301 Petaling Jaya, Selangor Darul Ehsan

and

DPIK PROJECT MANAGEMENT SDN. BHD. (Registration No. [.....]) [Address]

Attention: Ir. Hilmi bin Omar, Managing Director [(BEM Reg. No. — to verify)]

LETTER OF INDEMNITY AND UNDERTAKING

Release of historical engineering records: Teluk Ramunia Fabrication Yard (Yards A, B and C), Mukim Pantai Timur, Daerah Kota Tinggi, Johor

This Letter of Indemnity and Undertaking ("**this Letter**") is given by:

[EXACT LEGAL NAME OF MIE ENTITY] SDN. BHD. (Registration No. [.....]), a company incorporated in Malaysia with its registered office at [.....] (the "**Recipient**"),

in favour of **DPI KONSULT SDN. BHD.** (Registration No. 199401024427 (310105-X)) and **DPIK PROJECT MANAGEMENT SDN. BHD.** (Registration No. [.....]), each a company incorporated in Malaysia (together and each, the "**Consultant**").

RECITALS

A. The Recipient has entered into a sale and purchase agreement dated [.....] (the "**SPA**") with Serba Dinamik Group Berhad (in liquidation) ("**SDGB**") to acquire the land held under Lot 1683, Lot 1684, PTD 502, PTD 421 and PTD 421A, Mukim Pantai Timur, Daerah Kota Tinggi, Johor, together with the buildings and works on it (the "**Property**").

B. Between about 2006 and 2011 the Consultant provided engineering consultancy and/or project management services for the development of the Property (the "**Original Works**") under agreements with the then owners or their subsidiaries, including companies in the Ramunia Holdings Berhad group and Sime Darby Engineering Sdn. Bhd. (the "**Original Clients**" and those agreements the "**Original Engagements**").

C. The Property was subsequently transferred to Sime Darby Engineering Sdn. Bhd. (about 2010), Petronas Assets Sdn. Bhd. (about 2011) and SDGB (about 2020).

D. By email dated 26 August 2026 the Recipient's group confirmed to the Consultant that it is not pursuing any legal matter against the Consultant, SDGB or Ramunia Holdings Berhad, and that it requires the records solely to support its proposed repurposing and renovation of the Property and related approvals.

E. The Recipient has provided the Consultant with a consent letter from SDGB dated [.....] (the "**Consent Letter**") [and a confirmation from the liquidator(s) of SDGB dated [.....]] and has asked the Consultant to identify, retrieve and provide copies of records relating to the Original Works that remain in the Consultant's possession.

F. The Consultant is willing to do so only on the terms of this Letter. The Recipient acknowledges that the Consultant would not release any record without it.

NOW, in consideration of the Consultant agreeing to consider the Recipient's request and to release Records to it, the Recipient irrevocably agrees, undertakes and covenants as follows:

1. Definitions

1.1 In this Letter:

"Claim" means any claim, demand, action, suit, arbitration, proceeding, investigation, complaint to any professional or regulatory body, or enforcement action, whether in contract, tort (including negligence), under statute or otherwise, and whether actual, threatened or contingent.

"Fee" means the fee (including service tax and disbursements) stated in the Consultant's quotation Ref. DPIK/QUO/2026/TR-001 [Rev. __] (the **"Quotation"**) as accepted by the Recipient.

"Indemnified Persons" means the Consultant, its related corporations (as defined in the Companies Act 2016), and each of their present and former directors, officers, employees, professional engineers, agents, insurers, successors and assigns.

"Loss" means any loss, liability, damage, cost, expense, fine, penalty, award, judgment or settlement sum, including legal costs on a solicitor-and-client (full indemnity) basis and the costs of experts and investigations.

"Permitted Purpose" means the Recipient's own technical due diligence on, and the design, approval and execution of repurposing, renovation and redevelopment works at, the Property.

"Permitted Recipients" means the Recipient's directors, employees, professional advisers, consultants, contractors, financiers and insurers, and any competent authority, in each case only to the extent they need the Records for the Permitted Purpose.

"Records" means all drawings, CAD files, models, calculations, reports, registers, transmittals, certificates, correspondence, photographs and other documents or data (in any form, including copies, extracts and derivatives) that the Consultant releases to the Recipient or any person on its behalf, whether before or after the date of this Letter.

1.2 Headings are for convenience only. "Including" means "including without limitation". A reference to the Consultant includes each of DPI Konsult Sdn. Bhd. and DPIK Project Management Sdn. Bhd. separately and together.

2. Condition of release

2.1 The Consultant is not obliged to release any Record until it has received all of the following:

- (a) this Letter, duly executed and stamped;
- (b) payment of the Fee (or the instalment stated in the Quotation as due before release) in cleared funds; and
- (c) the documents referred to in clause 3.1(e).

2.2 The Consultant decides, at its sole discretion, which Records to search for, release, withhold or redact, in what form and when. This includes withholding internal correspondence, commercial or fee information, records relating to other clients or projects, and personal data. Failure to find or release any Record is not a breach of this Letter or of the Quotation.

2.3 The Consultant may mark any Record "FOR INFORMATION ONLY – NOT FOR CONSTRUCTION", "HISTORICAL RECORD", or with similar words or watermarks. The Recipient shall not remove, obscure or alter any such marking, or any title block, revision block or originator's name.

3. Recipient's warranties and authority

3.1 The Recipient warrants to the Consultant, on the date of this Letter and on each date a Record is released, that:

- (a) it is duly incorporated and has full power and authority to give this Letter, which has been duly authorised by its board and constitutes its legal, valid and binding obligations;
- (b) the SPA is valid and subsisting, and the Recipient is the purchaser under it;
- (c) it is entitled, under the SPA, the Consent Letter or otherwise, to request and receive the Records for the Permitted Purpose;
- (d) the copies of the Consent Letter [and liquidator's confirmation] given to the Consultant are true and complete and have not been withdrawn or varied;
- (e) it has obtained, and has provided to the Consultant, [written confirmation from the liquidator(s) of SDGB that SDGB consents to the release of the Records to the Recipient] and any other consent needed for the release; and
- (f) all information given by or for the Recipient to the Consultant about the Property, the SPA and its intended use is true, complete and not misleading.

3.2 The Recipient shall notify the Consultant promptly in writing if the SPA is terminated or rescinded or does not complete, or if any consent in clause 3.1 is withdrawn or challenged. In that case, clause 12.2 applies.

4. Nature of the Fee and of the release

4.1 The Fee is paid for the search, retrieval, collation, reproduction and delivery of copies of existing Records and for access to the Consultant's archive. It is not a fee for professional engineering services, and it is not paid for or in respect of any design, check, review, certification or advice.

4.2 Neither the release of any Record, nor this Letter, nor any meeting, email or explanation given by the Consultant about the Records:

- (a) appoints or engages the Consultant as engineer, consultant, submitting person, principal submitting person or adviser for the Property or any works;
- (b) revives, novates, assigns or extends any Original Engagement; or
- (c) creates any retainer, agency or duty of care in favour of the Recipient or any other person.

4.3 Any explanation or information given orally or in writing by the Consultant or its personnel about the Records is given on the same basis as the Records under this Letter.

4.4 The Fee is not refundable, in whole or in part, because of the content, completeness or usefulness of the Records released.

5. Records are provided as they are

5.1 The Recipient acknowledges that the Records are historical documents released **"as is, where is, and for information only"**, and that:

- (a) they reflect design intent, information and standards at the time they were prepared (about 2006 to 2011), and may be superseded, incomplete, unsigned, preliminary or inconsistent with each other;
- (b) any drawing marked "as-built" or similar may have been prepared wholly or partly from information supplied by contractors or others and not independently verified by the Consultant;
- (c) they do not reflect any later change to the Property, including alterations, additions, demolition, settlement, erosion, corrosion, deterioration, damage, change of use or unrecorded services;

(d) electronic files may have been converted between software versions, may be incomplete or corrupted, and may not print or display as originally issued; and

(e) the Consultant has not checked, updated or verified the Records for the purpose of this release and is under no obligation to do so.

5.2 The Consultant gives no representation, warranty or undertaking, express or implied, as to the accuracy, completeness, currency, authenticity, legibility or fitness for purpose of any Record, or that the Property or any part of it was built in accordance with any Record.

6. No reliance and no duty of care

6.1 The Recipient shall not rely, and shall procure that no Permitted Recipient relies, on any Record as a statement of the current condition, capacity, safety, compliance or as-built configuration of the Property.

6.2 Before relying on any information in the Records for any design, loading, alteration, renovation, change of use, approval or transaction, the Recipient shall have that information independently verified by its own appointed professionals, including, where relevant, measured and utility surveys, structural and condition surveys, intrusive investigation, material and load testing, and geotechnical investigation. Any design or submission for new works shall be prepared and endorsed by the Recipient's own appointed Professional Engineer with Practising Certificate, who takes full professional responsibility for it.

6.3 The Recipient agrees that the Consultant does not assume, and has not assumed, any duty of care or other responsibility to the Recipient or any Permitted Recipient, in contract, tort or otherwise, in relation to the Records or their release.

7. Title, copyright and permitted use

7.1 The Records are released only to the extent that the Consultant holds copies. The Consultant gives no warranty of title, ownership or authority, and no warranty that use of the Records will not infringe the rights of any person.

7.2 Nothing in this Letter transfers, waives or determines the ownership of, or copyright or other rights in, any Record. Those remain as provided by the Original Engagements and the law. Any licence from the Consultant is limited to such rights (if any) as the Consultant may have, and extends only to use for the Permitted Purpose.

7.3 The Recipient is solely responsible for obtaining any consent, licence or assignment it needs from any owner of rights in the Records, including the Original Clients, their successors, SDGB or its liquidator.

7.4 The Recipient shall not use the Records, or allow them to be used, for any purpose other than the Permitted Purpose, or for any other site. The Recipient shall not publish, sell or market the Records, or represent any Record or derivative work as having been prepared, checked or endorsed by the Consultant for any purpose after its original date of issue.

8. Completion certificates and authority approvals

8.1 Any Certificate of Practical Completion (CPC) among the Records is a contractual certificate issued under a construction contract between the then employer and contractor. It is not a statutory certificate of fitness, completion or compliance.

8.2 The Recipient acknowledges that a Certificate of Fitness for Occupation (CFO) was issued by the local authority for buildings completed under the regime before 12 April 2007, and that from 12 April 2007 a Certificate of Completion and Compliance (CCC) is issued by the Principal Submitting Person under the Street, Drainage and Building Act 1974 and the Uniform Building By-Laws 1984

(by-law 25). The Consultant did not act as Principal Submitting Person for the Property, did not issue any CFO or CCC, and does not confirm that any CFO or CCC was issued for any building.

8.3 The Recipient shall not submit any Record to any authority, or to any purchaser, financier or insurer, in a way that states or implies that the Consultant certifies, endorses or takes responsibility for it, or that it represents current conditions. The Recipient shall not name the Consultant, or any of its personnel, as a submitting person, checker or responsible engineer in any submission without the Consultant's prior written consent, which the Consultant may refuse at its sole discretion.

8.4 The Consultant gives no assurance that any approval, including an EIA or Department of Environment approval, was obtained, is traceable, or can be located.

9. Indemnity

9.1 The Recipient shall indemnify and keep indemnified each Indemnified Person, on demand, against all Losses suffered or incurred by it, and all Claims made against it, arising out of or in connection with:

- (a) the release, possession, use, disclosure or submission of any Record by or through the Recipient or any Permitted Recipient, or any person who obtains a Record from or through any of them;
- (b) any Claim by an Original Client, Ramunia Holdings Berhad, SDGB, any liquidator, receiver or creditor of any of them, any other owner or former owner of the Property, or any successor of any of them, alleging that the release of the Records breached any agreement, confidentiality obligation, copyright or other right;
- (c) any breach by the Recipient of this Letter, or any warranty in clause 3 being untrue;
- (d) any Claim by any person who acquires, finances, insures, occupies or works on the Property or any part of it, to the extent it relates to any Record or the information in it; and
- (e) enforcing this Letter.

9.2 The indemnity in clause 9.1 applies **even if the Loss or Claim arises from, or is contributed to by, the negligence, breach of contract or breach of statutory duty of any Indemnified Person**, whether in the preparation of the Records during the Original Works or in their retrieval and release. It does not extend to Loss caused by the fraud of the Indemnified Person claiming.

9.3 The Recipient acknowledges that this is a contract of indemnity within **sections 77 and 78 of the Contracts Act 1950**. This clause 9 is in addition to, and does not limit, those sections.

9.4 The Consultant may conduct its own defence of any Claim through solicitors of its choice. If it acts prudently, it may settle or compromise that Claim after giving the Recipient 7 days' written notice. The Recipient shall pay all such costs and settlement sums under clause 9.1.

9.5 The Recipient's obligations under this clause 9 are not reduced by any payment of the Fee, any cap in clause 10, any insurance held by any Indemnified Person, or any time given or indulgence shown by the Consultant.

10. Limitation of the Consultant's liability

10.1 To the fullest extent permitted by law, the total aggregate liability of the Consultant and all other Indemnified Persons to the Recipient and all persons claiming through it, arising out of or in connection with the Records, their release, this Letter, the Quotation or (to the extent any liability still exists) the Original Works, whether in contract, tort (including negligence), under statute or otherwise, is limited to **[the amount of the Fee actually received by the Consultant] / [RM]**.

10.2 No Indemnified Person is liable for any loss of profit, revenue, use, opportunity, financing or goodwill, any delay or business interruption, or any indirect or consequential loss.

10.3 Nothing in this Letter limits or excludes liability for fraud, or any liability that cannot lawfully be limited or excluded.

10.4 This clause 10 limits the amount of liability and does not restrict any person from enforcing its rights by the usual legal proceedings within the meaning of section 29 of the Contracts Act 1950.

11. Confidentiality, onward disclosure and personal data

11.1 The Recipient shall keep the Records confidential and disclose them only to Permitted Recipients. Before disclosure, the Recipient shall inform each Permitted Recipient (other than an authority) of the terms of clauses 5 to 8 and require it to comply with them. The Recipient is liable for any act or omission of a Permitted Recipient as if it were its own.

11.2 If the Recipient sells, leases or otherwise transfers all or part of the Property, or any interest in it, it may pass copies of the Records to the transferee only if the transferee first gives the Consultant a letter on substantially the same terms as this Letter. If the Recipient passes on Records without such a letter, it remains liable under clause 9 for any Claim by or through that transferee.

11.3 The Records may contain personal data, such as names, signatures and contact details. The Recipient shall process any such data only for the Permitted Purpose and in accordance with the Personal Data Protection Act 2010.

11.4 Clause 11.1 does not apply to information that is or becomes public other than through a breach of this Letter, or that must be disclosed by law, provided that (where lawful) the Recipient notifies the Consultant first.

12. Duration and termination

12.1 This Letter is irrevocable, continues in full force for so long as the Recipient or any person claiming through it holds any Record or could bring any Claim, and survives completion of the SPA, the transfer of the Property and the completion of any works.

12.2 If the SPA is terminated, rescinded or does not complete, or any consent in clause 3.1 is withdrawn, the Consultant may stop further release. The Recipient shall, if the Consultant asks, promptly return or destroy all Records and confirm in writing that it has done so, except for copies that must be kept by law. Clauses 5 to 15 continue to apply.

12.3 The Consultant has no obligation to keep its archive, or any Record, after release.

13. Successors, assignment and third-party benefit

13.1 This Letter binds the Recipient and its successors and permitted assigns.

13.2 The Recipient may not assign or transfer any right or obligation under this Letter without the Consultant's prior written consent.

13.3 The Consultant may assign the benefit of this Letter to any successor of its business or archive, including on any reorganisation, amalgamation or winding-up of either company named as the Consultant.

13.4 Each company named as the Consultant takes the benefit of every release, limitation and indemnity in this Letter for itself **and as agent and trustee for each other Indemnified Person**, and may enforce it on their behalf.

14. Entire terms and priority

14.1 This Letter, together with the Quotation, contains the entire terms on which Records are released. It prevails over any conflicting term in the Quotation, any purchase order or acceptance by the Recipient, and any prior email or discussion.

14.2 This Letter may be varied only in writing signed by the Recipient and the Consultant.

14.3 No failure or delay by the Consultant in exercising any right waives it.

15. General

15.1 **Severability.** If any provision of this Letter is held invalid or unenforceable, it shall apply with the minimum modification needed to make it valid and enforceable, and the remaining provisions are not affected. In particular, if any part of clause 9 or 10 is held unenforceable in whole, clause 10.1 applies to limit the liability concerned.

15.2 **Notices.** Notices shall be in writing and delivered by hand, courier or registered post to the addresses above, with a copy by email to [hilmio@dpik.com.my / rahman@dpik.com.my] (for the Consultant) and [.....] (for the Recipient).

15.3 **Stamp duty and costs.** The Recipient shall bear the stamp duty on this Letter, have it stamped within the time required by the Stamp Act 1949, and deliver the stamped original to the Consultant. Each party bears its own legal costs.

15.4 **Counterparts and originals.** A scanned signed copy may be relied on pending delivery of the wet-ink stamped original, which the Recipient shall deliver within 14 days of signing.

15.5 **Governing law.** This Letter is governed by the laws of Malaysia. The Recipient submits to the jurisdiction of the courts of Malaysia.

EXECUTION

Executed by the Recipient in accordance with section 66 of the Companies Act 2016 on the date stated above.

[EXACT LEGAL NAME OF MIE ENTITY] SDN. BHD. (Registration No. [.....])

Signature:

Director

Name:

NRIC No.:

Signature:

Director / Secretary

Name:

NRIC No.:

(Or, if signed by a single director:)

Signature:

Director

Name:

NRIC No.:

Signature:

Witness

Name:

NRIC No.:

ACKNOWLEDGEMENT BY THE CONSULTANT

Received and acknowledged. Release of Records remains subject to clause 2.

DPI KONSULT SDN. BHD.

Signature:

Ir. Hilmi bin Omar, Managing Director

Date:

DPIK PROJECT MANAGEMENT SDN. BHD.

Signature:

Name:, Director

Date: