SPECIMEN COPY OF BANKER'S GUARANTEE
(This Guarantee must be printed on the bank's letterhead)

To: **Info-communications Media Development Authority**
10 Pasir Panjang Road
#03-01 Mapletree Business City
Singapore 117438
Attn: Director (Licensing)

Dear Sir

WHEREAS:

A.   The Info-communications Media Development Authority (the "Authority") has granted a **{Film Distribution (General/Restricted) Licence}** (the "Licence") to **{Name of Licensee}** of **{registered address}** (the "Licensee").

B.   In accordance with Section 8 of the Films Act (Cap. 107) (the "Act"), the Authority may, upon granting a licence, require the licensee to give a performance bond, guarantee or other form of security on such terms and conditions and of such amount as the Authority considers appropriate –

   (a) to ensure that the provisions of the Act, and its subsidiary legislation, and the conditions of the licence, will be duly observed; and

   (b) to meet any financial penalty arising out of any proceedings under Section 11 against the licensee.

C.   Pursuant to Condition 10 of the Licence, the Licensee is required to provide a security deposit of S$X to the Authority. The Authority has agreed that the Licensee may in lieu of paying the security deposit in cash, furnish a banker's guarantee of an equivalent amount to the Authority on the terms and conditions set out below.

GUARANTEE

In consideration of the foregoing and at the request of the Licensee, we, **{Name of Bank}** whose registered office is at **{Address of Bank}** hereby issue this Guarantee to the Authority in accordance with the terms and conditions below:

1.   We shall unconditionally pay to the Authority any sum or sums up to a maximum aggregate of Singapore Dollars X (S$X) (the "Guaranteed Sum") upon receiving the Authority's written notice of claim for payment made pursuant to Clause 4 of this Guarantee without any proof of actual default on the part of the Licensee and without need to satisfy any other condition.

2.   We shall not be discharged or released from this Guarantee by any arrangement between the Authority and the Licensee with or without our consent, or by any other or further arrangement between the Licensee and us with or without the Authority's consent, or by any alteration in the obligations undertaken or to be undertaken by the Licensee or by any forbearance on the Authority's part whether as to performance or otherwise.

3.   Our liability under this Guarantee shall continue and this Guarantee shall remain in full force and effect from insert **{insert Licence Commencement Date as specified in the Licence}** until **{insert Licence Expiry Date as specified in the Licence}**.

4.   This Guarantee is conditional upon a claim as specified in this Guarantee being made by the Authority at any time and as many times as the Authority may deem fit by way of a notice in writing addressed to us and the same being received by us at **{insert address of Bank's notification office}** before the end of 90 days after the expiry of this Guarantee.

5.   We shall be obliged to effect the payment required under such a claim within 5 business days of our receipt of the written notice from the Authority. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim and shall be entitled to rely upon any written notice thereof received by us as final and conclusive. For the purposes of this Guarantee, "business day" means a day other than a Saturday, Sunday, or public holiday in Singapore.

6.   The Authority may make more than one claim on this Guarantee so long as the aggregate amount specified in all such claims does not exceed the Guaranteed Sum.

7.   This Guarantee is issued subject to the laws of the Republic of Singapore and the exclusive jurisdiction of the Singapore courts.

Dated this _____ day of _____

AS WITNESS our hand

Signed by: _____
               (Name and designation of officer)

for and on behalf of the

_____   _____
(Name of Bank)   (Signature)

in the presence of:

Name _____

Designation _____   _____
                                                         (Signature of Witness)