

Date :

RANGKAIAN SEGAR SDN BHD
Tingkat 9, Menara 1, Faber Towers,
Jalan Desa Bahagia, Taman Desa,
Off Jalan Kelang Lama,
58100 Kuala Lumpur

Dear Sir,

BANK GUARANTEE NO.

By the Fleet Card Agreement dated (hereinafter called the
“Agreement”) and made between,

- 1) RANGKAIAN SEGAR SDN BHD (Company No. 406400-X), a company incorporated in Malaysia and having its operational office at Tingkat 9, Menara 1, Faber Towers, Jalan Desa Bahagia, Taman Desa, Off Jalan Kelang Lama, 58100 Kuala Lumpur (hereinafter referred to as “RSSB”) of the first part;

AND

- 2) _____, company incorporated in Malaysia and having its registered office at _____ (hereinafter referred to as “Customer”) of the second part.

Pursuant to the above agreement, the Customer is to provide a guarantee to RSSB as security for RSSB to perform its obligation by auto reloading the Fleet Card issued to the Customer. This guarantee act as security to RSSB in the event Customer fails to pay amounts invoiced in accordance with the above Agreement.

In consideration of your accepting our obligation herein contained in discharge of the Customer’s obligation to provide such guarantee, we _____ (*name of the Bank*) of _____ (*address of the Bank*), hereby irrevocably and unconditionally guarantee payment to you of up to Ringgit Malaysia _____ (RM _____) (hereinafter called the “Guaranteed Sum”) and accordingly covenant with you and agree as follows :-

BANK GUARANTEE NO.

- 1) Upon receipt of a written demand made by you upon us from time to time at any time stating that the Customer has failed to perform its obligation under the Agreement and without the consent of Customer and notwithstanding any objection by Customer and without any further proof or condition and without any right of set-off/counterclaim, we shall forthwith pay to you the amount or amounts specified in such demand or demands, not exceeding in aggregate the Guaranteed Sum. Such payments shall be made by transfer to an account in your name at such bank as you shall direct.

- 2) Our obligation hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including without limitation and whether or not know to us or you ;-
 - a) any time or waiver granted to Customer or any other person ;
 - b) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against Customer or any other person;
 - c) any legal limitation, disability or incapacity relating to Customer or any other person;-
 - d) any variation of or amendment to the Agreement or the work to be performed thereunder or any other document or security so that references to the Agreement in this Guarantee shall include each such variation and amendment; and
 - e) any unenforceability . invalidity or frustration of any obligations of Customer or any other person under the Agreement or any other document or security;

- 3) This Guarantee shall be valid for twelve (12) months from the date of this Guarantee effective and after which date, it shall automatically be canceled notwithstanding that it may not be returned to us for cancellation. **Claims, if any shall not be made later than 4 weeks after the expiry of this guarantee, failing which,** the guarantee shall lapse and we shall not entertain any further claims or demands in connection therewith, whether arising in respect of matters of transactions incurred or having taken place before the aforesaid date.

- 4) Any payment made hereunder shall be made free and clear of and without deduction for or on account of, any present or future taxes, duties, levies, duties, charges, fees, deduction or withholding of any nature whatsoever imposed.

- 5) This Guarantee shall be governed by and construed in accordance with the laws of Malaysia and we hereby agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia over any claim arising out of this Guarantee.

- 6) **This Guarantee shall not be assigned to any third party.**

Signed for and on behalf of the said)

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in the presence of)

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