

GUARANTEE BOND

BY THIS BOND I
(NRIC NO) of.....

.....
(hereinafter called "the Guarantor") am bound to ASM Investment Services Berhad having its registered office at 3rd Floor, Wisma ASMB, No. 1A, Jalan Lumut, 50400 Kuala Lumpur (hereinafter called "the Company") for the due performance and observance of this Bond.

WHEREAS :-

1. This Bond is supplemental to an Agency Agreement (hereinafter called "the Agreement") dated the day of 20..... and made between the Company of the one part and (NRIC NO:) (hereinafter called "the Agent") of the other part whereby the Agent is appointed by the Company in the accordance with the terms and conditions therein appearing in the Agreement.
2. The Guarantor has agreed to guarantee the due performance and observance of this Bond
3. The said Guarantor agree with the said Company, to enter into and execute the above written Bond in the manner hereinafter appearing.

NOW IT IS HEREBY AGREED BY THE GUARANTOR THAT:

In consideration of you having at my request agree to engage
.....Of.....

.....
as your Agent, I hereby agree with you as follows:-

1. That the said Agent shall, at all times, so long as he shall be in your services as aforesaid, honestly, diligently and faithfully fulfill such duties as you may reasonably call upon and require him as your said agency to perform
2. That I will indemnify you within the limits hereinafter mentioned against all losses, charges, damages and expenses which you may sustain and incur by reason of any misconduct (criminal or otherwise) on the part of the said Agent towards you.
3. This Guarantee shall be a continuing guarantee up to, but not exceeding altogether the sum of **RM10,000** and within such limits, shall apply to and cover the whole sum that shall ultimately be due to you from the said agent or that you shall loss by reason of his said misconduct and not merely to so much thereof as shall be co-extensive with the aforesaid limits of my liability hereunder.
4. That you shall be at liberty (without discharging or impairing my liability under this Guarantee) to treat and deal with the said Agent on all occasions and in all respects as though I were liable to you jointly with him and not merely a surety on his behalf.

5. That this Guarantee shall be binding on me (until revoked as hereinafter provided for) notwithstanding any changes that shall subsequently take place in the constitution of your company (whether by amalgamation with any persons, firms or companies or otherwise) and whether such amalgamation shall or shall not involve the purchase and sale of assets by and to you and the formation of new a company to carry on your present or some other business under your present or some new name. In the event of any such amalgamation taking place as aforesaid, this guarantee operates as though it had been originally given to such new or amalgamated company and as if my liability thereto had commenced at the date of this guarantee.
6. In order to give full and complete effect to the provisions of this guarantee, I hereby waive all surety ship and other rights inconsistent therewith and which I might otherwise be entitled to claim and enforce
7. This guarantee shall at my option, be revocable at any time as to future transactions by giving six (6) months written notice through registered mail and /or by facsimile, given to you by me or in the case of my death, by my personal representative
8. If any question or dispute shall arise as to the amount of any such losses, damages cost and expenses, the amount thereof shall be determined by the Company's Accountant. In the event of any dispute against the said decision of the Company's Accountant, the matter shall, within one (1) month of the date of written notice of such dispute being given by one party to the other, be submitted for arbitration under the provisions of the Arbitration Act 1952 (Revised 1972) and the award of the Arbitrator shall be final and binding on both parties.
9. **NOW THE ABOVE-WRITTEN OBLIGATION** is conditioned not to take effect so long as the said Agent shall well and faithfully perform and observe all the terms, provisions and covenants in the said Agency Agreement and thereby required to be observed and performed by him.

IN WITNESS WHEREOF the said Set his hand the day and year first above-written.

SIGNED AND DELIVERED by the said)
)
 In the presence of :)

.....
(GUARANTOR'S SIGNATURE)

.....
(WITNESS'S SIGNATURE)

NAME :.....

NRIC NO :.....

ADRESS :.....

.....

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