



DATE : 23 SEPTEMBER, 2020
OUR REF : TF001G124572

MALAYSIA PRODUCTIVITY CORPORATION
PETI SURAT 64, JALAN SULTAN
46904 PETALING JAYA
SELANGOR DARUL EHSAN



Dear Sir,

BANK GUARANTEE NO: TF001G124572 FOR RM58,105.26

Upon the request of **MALAYSIA AUTOMOTIVE ROBOTICS AND IOT INSTITUTE** (Co.No. 898618-T) of Block 2280 Jalan Usahawan 2, Cyber 6 63000 Cyberjaya Selangor Darul Ehsan (hereinafter referred to as 'the Customer'), we, **CIMB BANK BERHAD** (Co. No. 13491-P) of Trade Processing Centre Kuala Lumpur, 3rd Floor, Wisma CIMB, No. 11, Jalan 4/83A, Off Jalan Pantai Baru, 59200 Kuala Lumpur (hereinafter referred to as 'the Guarantor') hereby guarantee the payment to you **MALAYSIA PRODUCTIVITY CORPORATION** (hereinafter referred to as 'the Beneficiary') of a sum of **RINGGIT MALAYSIA: FIFTY EIGHT THOUSAND ONE HUNDRED FIVE AND TWENTY SIX ONLY (RM58,105.26)** (hereinafter referred to as 'the Guaranteed Sum'), such Guaranteed Sum being for the purpose of guaranteeing payment relating to "PERLANTIKAN PEMBEKAL SECARA RUNDINGAN TERUS (eGPA) KEPADA MALAYSIA AUTOMOTIVE ROBOTICS AND IOT INSTITUTE (MARII) BAGI PERKHIDMATAN TINJAUAN KESEDIAAN INDUSTRY 4WRD" upon the following terms and/or conditions:-



1. The Guarantee shall be effective from **01 JULY, 2020** to **30 JUNE, 2021** (hereinafter referred to as 'the Validity Period').
2. Any demand from the Beneficiary for payment under this Guarantee must be in writing and must be received by the Guarantor at Trade Processing Centre, (Attn: Bank Guarantee Section), 3rd Floor, Wisma CIMB, No. 11, Jalan 4/83A, Off Jalan Pantai Baru, 59200 Kuala Lumpur, by the close of business on **30 JUNE, 2021** (hereinafter referred to as 'the Claim Expiry Date') after which Claim Expiry Date this Guarantee shall be deemed to be null and void. It is expressly agreed and understood that the Guarantor shall not be liable to make any payment to the Beneficiary on any demand received by the Guarantor after the Claim Expiry Date.

CONTINUATION OF BANK GUARANTEE NO: TF001G124572

3. Any failure by the Beneficiary to demand for payment under this Guarantee within the period stipulated in preceding paragraph of this Guarantee and in accordance with the terms of this Guarantee, shall discharge the Guarantor of all obligations and liabilities under this Guarantee without the need for any notice by the Guarantor to the Beneficiary and shall be deemed a failure by the Beneficiary to comply with its obligations under this Guarantee or in law, and/or as an act/omission on the part of the Beneficiary which impairs and is inconsistent with the rights and remedies of the Guarantor.
4. This Guarantee shall remain valid and continue in full force throughout the Validity Period until the Claim Expiry Date, unless the Guarantor receives earlier notice in writing from the Beneficiary to discontinue or terminate this Guarantee.
5. It is expressly agreed and understood that upon the Guarantor's receipt of first written demand from Beneficiary, the Guarantor shall have the right to make payment under this Guarantee to the Beneficiary, notwithstanding any protest or contestation by the Customer and/or any third party.
6. Partial demands are allowed provided that the aggregate of all partial demands so made shall not exceed the Guaranteed Sum and that the Guarantor's liability to pay the beneficiary as aforesaid shall correspondingly be reduced proportionate to any partial demand having been made as aforesaid.
7. This guarantee is for the benefit of the Beneficiary only and cannot be assigned or transferred, unless with the written consent of the Guarantor.
8. This Guarantee shall be construed in accordance with the Laws of Malaysia, and the Malaysian courts shall have exclusive jurisdiction to try any matter relating to this Guarantee.

Yours faithfully,

for and on behalf of
CIMB BANK BERHAD (13491-P)
Trade Processing Centre Kuala Lumpur



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TANG KAH JACK
SME RELATIONSHIP MANAC
010-2167667
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Received
6/10/20

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Authorised Signatures