



**MALAYAN BANKING BERHAD (3813-K)
SHAH ALAM TRADE FINANCE CENTRE
LEVEL 2, 10 PERSIARAN PERBANDARAN
SEKSYEN 14, 40000 SHAH ALAM
SELANGOR DARUL EHSAN**



**Our Ref : 99060BGP6350134
Date : 23/09/2020**

**PERBADANAN PRODUKTIVITI MALAYSIA
PETI SURAT 64, JALAN SULTAN
46904 PETALING JAYA
SELANGOR DARUL EHSAN**

PERFORMANCE GUARANTEE

As requested by YNY TECHNOLOGY SDN BHD of NO. 43, JALAN KOTA RAJA F27/F, HICOM TOWN CENTRE, SECTION 27, 40400 SHAH ALAM, SELANGOR DARUL EHSAN ("the Contractor"), we MALAYAN BANKING BERHAD (3813-K), SHAH ALAM TRADE FINANCE CENTRE, LEVEL 2, 10 PERSIARAN PERBANDARAN, SEKSYEN 14, 40000 SHAH ALAM, SELANGOR DARUL EHSAN hereby irrevocably and unconditionally guarantee that the maximum aggregate sum of RM36,000.00 (RINGGIT MALAYSIA: THIRTY SIX THOUSAND ONLY) ("Guaranteed Sum") being the amount of Security Deposit required for the due performance of the covenants of their contract for "PELANTIKAN PEMBEKAL SECARA RUNDINGAN TERUS (eGPA) KEPADA YNY TECHNOLOGY SDN BHD BAGI PERKHIDMATAN TINJAUAN KESIDAAN INDUSTRY 4WRD" with PERBADANAN PRODUKTIVITI MALAYSIA ("the Employer") dated 14/09/2020 shall become payable by us upon our receipt of written demand by the Employer without proof or conditions notwithstanding any protest or contestation by the Contractor or any other third party.

This Guarantee shall be valid and enforceable from 01/09/2020 until 31/12/2021 ("Expiry Date").

This Guarantee may be renewed at our sole and absolute discretion upon receipt of the Employer's written request before the Expiry Date.

No alteration, variation, incorrect payment or extension in terms of the contract or any forbearance of forgiveness in or in respect of any matter or thing concerning the contract on the part of the Employer shall in way release us or the Contractor from any liabilities under this Guarantee.

All written demands, if any, in respect of the this Guarantee must be received by us during the validity period of this Guarantee or thirty (30) days after the expiry date, failing which, we shall be deemed to have been discharged from all liabilities hereunder and this Guarantee shall cease to have any further effect whatsoever irrespective of whether the original thereof is returned to us for cancellation.

CONTINUING SHEET

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This guarantee shall not be assigned without the bank/guarantor's prior written consent.

This Guarantee shall be governed and construed in accordance with the laws of Malaysia and the Malaysian Courts shall have exclusive jurisdiction over any dispute or difference arising out of or in connection with this Guarantee.

Yours faithfully,
for **MALAYAN BANKING BERHAD (3813-K)**
SHAH ALAM TRADE FINANCE CENTRE


NORITA BACHOK
00091421


KHIROON NISA BINTI HAMDAN
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