

GUARANTEE & INDEMNITY

To,

Cargomind Sdn Bhd,
No 6-3-1,
Jalan Setia Prima (L) U13/L,
Setia Alam Section U13,
40170 Shah Alam, Selangor

Dear Sirs,

In consideration of **Cargomind Sdn Bhd (Company No. 819398-X)** (hereinafter called "**Cargomind**") agreeing to provide its products and services to [] (hereinafter called the "**Customer**"),

[[] (NRIC:) (hereinafter called the "**Guarantor**") hereby to do willingly, irrevocably and unconditionally guarantee on demand the due payment to Cargomind Sdn Bhd any or all sums owing and outstanding pursuant to Cargomind supply of its products and/or services to the Customer (hereinafter called the "**Services**") in the event of the customers default in the payment and also due observance and performance of all other terms and conditions in connection with the provision of such as Services.

I also hereby fully indemnify Cargomind and keep Cargomind indemnified always from and against all losses, damages, costs, and expenses suffered or incurred by Cargomind as a result of any breach or non-performance by the Customer or any of the terms and conditions in connection with the provision of the Services.

I further acknowledge and irrevocably agree as follows:

- a) a letter or statement in writing issued by Cargomind as to the amount owing by the Customer pursuant hereto shall be final, conclusive and binding upon the Guarantor;
- b) this Guarantee shall be in full force and binding as a continuing guarantee upon the Guarantor, his or her executors, administrators, heirs and personal assigns;
- c) the Guarantor's liability hereunder shall be deemed to be as principal debtor to Cargomind and not as sureties;
- d) this Guarantee shall be in full force and binding as a continuing guarantee until all due payments to Cargomind for the provision of the Services have been fully settled; and
- e) this Guarantee shall be governed by the laws of Malaysia and any dispute arising as a result hereunder shall be resolved by any court of competent jurisdiction in Malaysia.

Date: _____ day of _____, 20 _____

Guarantor:

Witness:

Name:

Name:

Designation: DIRECTOR

Designation:

NRIC/Passport No:

NRIC/Passport No: